



**Blue Flame Propane, LLC**

**Remit to Address: 18602 County Rd G34, Letts, IA 52754**

**Storage Address: 101 Turkey Road, Fruitland, IA 52749**

**Phone: 319-726-3103 or Toll Free 855-726-3103**

**Office Hours 7:30 am – 4:00 pm Monday – Friday (closed weekends and holidays)**

**Storage Access Hours 24 Hours - 7 days a week, including holidays**

Date of Agreement: \_\_\_\_\_

**Rent Due Date: First Day of Each Month**

Size:	Unit/Space #:	Rent:\$
First Month:\$	Security Deposit:\$	Total Due:\$
Late Charge \$20	Returned Check Charge \$25.00	Access Code:

Tenant \_\_\_\_\_ Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Employer \_\_\_\_\_ Phone \_\_\_\_\_

Auto Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ License Plate \_\_\_\_\_ State \_\_\_\_\_

Emergency Contacts: Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Description of property to be stored: \_\_\_\_\_

**\*\*NO RENT REFUNDS\*\***

**STORAGE RENTAL AGREEMENT:**

This Storage Rental Agreement (hereinafter the "Agreement") is made by and between Blue Flame Propane, LLC (hereinafter the "Owner") and \_\_\_\_\_ (hereinafter the "Renter"), upon all terms as follows:

**RENTAL OF UNIT/SPACE:**

Owner lets and Renter leases certain storage space more particularly described above ("Unit"), located at 101 Turkey Road, Fruitland, IA 52754. Renter shall pay Owner the monthly rent stated above. The initial Rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are **due, without notice or demand, on the first day of each month** thereafter until this rental agreement is terminated. All rental payments shall be made to the Owner at the address set forth above, or at such other address as may be hereinafter designated by the Owner in writing to the Renter. Renter agrees to pay the **Late Charge for Rent received after 4:00 pm on the 10<sup>th</sup> day of the month** for which it is due. Notwithstanding the above, the Owner may accept cash, money order, debit or Credit Visa, Mastercard, Discover or checks for payment of Rent. If a check is returned uncollected, payments represented by it shall be considered delinquent on the date originally due and shall be subject to the Return Check Charge set forth above. **If Rent is not received when due, the Unit may be over-locked and Owner may deny Renter access to the Unit**, and a certified letter fee will be applied. Once all amounts due have been received, the Unit will be unlocked on the next business day by 4:00 pm. Owner reserves the right to refuse a personal check tendered

after a due date, or may delay unlocking until the check has cleared. Owner may increase the Rent by notifying the Renter in writing of the increase at least 30 days prior to the first day of the month for which increased Rent is due. Renter shall pay the increased Rent from the date it becomes effective. If Renter is unwilling to pay the increased Rent, it may terminate this agreement as provided in paragraph entitled Period of Rental.

**OWNER'S LIEN. OWNER MAY DENY ACCESS TO THE STORAGE AREA FOR VIOLATIONS OF THE AGREEMENT. OWNER HAS A LIEN ON THE PROPERTY OR THE PROCEEDS OF THE PROPERTY STORED BY TENANT IN THE STORAGE AREA. THE LIEN COVERS OVERDUE RENT, LABOR CHARGES, AND OTHER CHARGES, INCLUDING EXPENSES INCURRED IN THE PRESERVATION, SALE, OR DISPOSITION OF THE TENANT'S PROPERTY. IF RENT OR ANY OTHER CHARGES DUE ARE NOT PAID WHEN DUE, OWNER MAY DENY ACCESS TO THE STORAGE AREA AND ENFORCE AND SATISFY THE LIEN BY SELLING THE PROPERTY IN THE STORAGE AREA IN ACCORDANCE WITH THE IOWA SELF-SERVICE STORAGE FACILITY ACT (IOWA CODE, SECTION 578A.1 ET SEQ.)**

**NO MONTHLY RENTAL INVOICES OR STATEMENTS WILL BE SENT TO THE RENTER.**

**PERIOD OF RENTAL:**

The Period of Rental created by this Agreement shall begin as of the date of this Agreement and shall continue from **month to month** thereafter. **Rent is not pro-rated for early move out.** Owner or Renter may terminate the Period of Rental hereunder by delivering written notice to the other party of its intention to do so at least **15 days prior to the last day of the month** in which the Period of Rental shall terminate. Any property left in the Unit after the last day of the month in which the Period of Rental terminates shall be deemed abandoned by the Renter. After said date, Owner may retake possession of the Unit and dispose of the contents therein without notice or liability to the Renter. Owner may terminate this Agreement by any means provided by the law.

**CARE OF PREMISES:**

Renter, Renter's agents, employees, invitees and/or guests shall maintain the Unit in good condition, reasonable wear and tear excepted, and Renter shall not perform any practices which may injure the Unit, facility or the premises or be a nuisance or a menace to other Renters and shall keep the premises surrounding the Unit, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt and other debris at all times. Rubbish shall be removed by the Renter at the Renter's expense. The Owner is not responsible for removal of property of any nature. Failure of the Renter to keep the area clean will result in a clean-up charge, and the cost will be passed on to the Renter.

**SECURITY DEPOSIT:**

The security deposit paid by Renter shall be held by the Owner, without interest, and shall be refunded to Renter 30 days after Renter has vacated the Unit. Any unpaid charges, cleaning fees, costs of repairs or other reasonable charges shall be deducted from the security deposit. Any remaining amount shall be mailed to Renter at the address specified in the written notice or last known address on file. In order to receive a full security deposit refund, Renter must deliver written notice of its intent to vacate the Unit by the 15<sup>th</sup> of the month, **leave the Unit empty and broom clean by 9 pm on the last day of the month and remove the padlock.** Failure to give proper notice will result in a **half-month's deduction from the security deposit.** If the Unit is not empty and clean, a **minimum \$50.00 cleaning fee** will be deducted from the security deposit.

RENTER HAS READ THE FOREGOING RENTAL AGREEMENT, INCLUDING THE ADDITIONAL TERMS & CONDITIONS THAT FOLLOW ON PAGES 3 AND 4. RENTER HAS RECEIVED A COMPLETE SIGNED COPY OF THIS AGREEMENT.

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RENTER

DATE

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BLUE FLAME PROPANE, LLC

DATE

## ADDITIONAL TERMS & CONDITIONS

### RISK OF LOSS OR DAMAGE:

**Owner shall have no liability for damage or to loss** of property placed in the Renter's Unit caused by heat, cold, theft, vandalism, fire, water, floods, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. Owner carries no insurance covering damage to or loss of Renter's property. Renter shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief to the extent of 100% of the replacement value of the Renter's property. To the extent the Renter does not maintain such insurance, Renter agree to "self-insure" Renter's property to the same extent as a policy would have provided. Owner shall not be deemed to either expressly or impliedly provide any security protection to the Renter's property storage in the Unit. Any security devices which the Owner may maintain are for the Owner's convenience only. Owner may discontinue its use of any security device in whole or in part at any time without notice to the Renter. Owner shall not be liable to the Renter or Renter's invitees for personal injuries or damage to the Renter's property caused by an act or negligence of the Owner or any other person on the premises. Renter hereby agrees to indemnify and to hold harmless the Owner from any and all claims, including attorney fees, for which the Owner is or is alleged to be negligent, for damages to property or personal injury costs, including attorneys' fees arising from the Renter's use of the Unit.

### USE OF UNIT:

The Unit shall not be used for any unlawful purpose and shall be kept in good condition by the Renter. **Renter shall not use the Unit to store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious or other inherently dangerous materials, or to store animals. Renter shall not use the Unit for residential purposes. Renters shall not use the Unit for active storage, i.e. for manufacture, fabrication, or maintenance. Renter warrants that all items placed by the Renter in the Unit shall be the Renter's own property or property which the Renter is legally entitled to possess. Renter must keep Renter's Unit locked and provide his/her own lock and key.** Renter may place only one lock on the Unit and hereby authorizes Owner to remove any additional locks on the Unit. Tenant shall not place any property or material outside the Unit. **Any property or material found outside the Unit shall be conclusively presumed abandoned** and may be disposed by the Owner without notice or liability to the Renter. Renter shall not make any alterations to the Unit not post any signs without the express written consent of the Owner.

### OWNER'S RIGHT TO ENTER, INSPECT, REPAIR:

Upon the request of the Owner, its agents or employees, Renter shall provide the Owner, its agents or employees, access to the Unit for the purpose of inspection, repair, alteration, improvement or to supply necessary services. **In case of an emergency, Owner, its agents or employees may enter the Renter's Unit for any of the above purposes without notice to or consent from the Renter and the Owner retains the right to remove the property in the Unit to another Unit, space or facility.** For the purpose of this paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

### DELIVERY OF NOTICE:

Any notice provided under this Agreement shall be given in writing by mailing a certified mail, return receipt requested, first class postage prepaid to the Owner or the Renter at their respective addresses set forth above, or at such other address or addresses as may hereafter be designated by like notice.

### DEFAULT BY RENTER (LIEN ON PROPERTY):

Owner shall have a lien on all property stored by the Renter for all rent, labor charges, or other charges, present or future, including attorney's fees and costs, in relation to the Unit and for all expenses necessary for its preservation, or expense reasonably incurred in its sale or other disposition pursuant to the law. Owner shall have all other remedies provided by law or equity.

### ATTORNEY'S FEES AND COSTS:

Renter agrees to pay Owner all costs and expenses, including reasonable attorney's fees and court costs, incurred by Owner in enforcing any of the terms and conditions of this Agreement, or any of its rights and remedies under Iowa law.

### EXCLUSIONS OF ALL WARRANTIES:

Renter agrees that Owner, its agents and employees have not made and make no representations of warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever related to the Unit and facility. Owner's, its agents' and employees' oral statements do not constitute warranties and shall not be relied upon by the Renter, nor shall any of said statements be considered a part of this Agreement. The entire agreement and understanding of the parties is embodied in this writing and **no other warranties** are given beyond those set forth herein. It is further understood and agreed that the Renter has been given an opportunity to inspect and has

inspected the Unit and that the **Tenant accepts the Unit as is and with all faults.**

**MISCELLANEOUS:**

- A. Renter is aware that office staff is not available outside of normal office hours and all inquiries, issues or questions can be addressed during those hours ONLY.**
- B. The access code for the main gate is private. To review the code after it has been originally assigned, a valid photo ID must be presented to the management at the office during normal office hours. No exceptions will be made. Renter is aware that under no circumstances is it considered an emergency if the Renter's code does not open the gate and the office staff is not available to retrieve the correct code.**
- C. Storage access hours 24 hours per day 7 days per week, including holidays. Access to the Unit after hours is strictly prohibited. If already inside the facility, the facility will remain locked until the following morning at 6 am.**
- D. If any provision of the Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the Agreement.
- E. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto. The provision of the Agreement and the rights of the parties hereto, shall be construed in accordance with the applicable laws of the State of Iowa.
- F. No express or implied waiver by Owner of any breach or default by the Renter shall constitute a waiver of any of the Owner's rights hereunder.
- G. No subletting of the Unit or any portion therefor or assignment of this Agreement by the Renter is permitted.
- H. The captions appearing in this Agreement have been included only as a matter of convenience, and shall no way be interpreted to define, limit, construe or describe the scope or intent of any of the provisions of this Agreement, nor in anyway affect this Agreement.
- I. This Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. No amendment or alteration hereto shall be binding unless set forth in writing and signed by both Owner and Renter.
- J. RENTER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT ON ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT OR THE USE OF THE OCCUPANCY OF THE UNIT.**