

HILLOCK RV STORAGE

**Mail pmt to:
6901 SE 14th Office
Des Moines, IA 50320**

HILLOCK RV STORAGE

**7657 US Highway 69
Des Moines, IA 50320
515-285-5929**

Print Name _____

The above person hereby agrees to lease Space # _____ from Hillock RV Storage at their storage facility located at 7657 US Highway 69.

RV (unit) being stored () Motor Home; () Boat; () Travel Trailer; () 5th Wheel Trailer; () Other

TREM: This rental agreement shall commence on the ___ day of _____ year _____

It shall continue on a month to month basis unless 15 days WRITTEN notice to vacate is given by the tenant to Owner or notice to quit is given by Owner or agent to Tenant.

RENT: The Rent shall be \$ _____ per month for unit _____, and the Tenant has inspected said unit and acknowledges same to be in good condition. Rent shall be payable as follows: rent is due and payable on or before the 1st day of each calendar month, in advance without demand. If the rent is not paid by the end of business day on the (5th) day after due date, Tenant agrees to pay a late charge of 10% of the monthly rental fee. Tenant agrees to pay a \$30.00 charge for each returned check. Failure to pay the rent due prior to the end of the business day on the (5th) day following the due date shall place the Tenant in default for non-payment of rent. Owner acknowledges of \$ _____, first month's rent for period.

Leasee to provide the following:

Name of unit: _____ Length _____ ft.

License Number of Unit: _____ State _____ Applied for _____

Home Phone number _____ Work phone number _____

Cell phone number _____ Name of Employer _____

Driver's license or SS # of Registered Owner _____

A Certificate of Insurance for the Unit _____

I AGREE WITH THE TERMS OF THIS LEASE AND THAT ANY CHANGES TO THEM WILL BE IN WRITING AND SIGNED BY BOTH PARTIES.

Leasee

Owner-Manager

Address

Date

City, State, Zip

This lease may be extended as many times as the lease wishes with the consent of the owner and the payment of the next six months rent at the then current rate on or before the end of the existing lease.

If within ten (10) days after the end of any lease period the owner has not received the payment or a request for a new lease, the unit stored shall be considered abandoned and be removed from the owner's property in compliance with Section 556B.1 of the Iowa State Code (a copy of which is attached to this lease).

A. Use and Compliance:

1. Lessee agrees the space leased is to be used only for the storage or parking of a licensed recreational vehicle (boat, trailer, care or motor home) owned by the lease.
2. That stored property shall not contain flammable, explosive or other dangerous materials.
3. Lessee agrees to comply with all laws and ordinances regarding storage of his/her unit be they County, State, or Federal.
4. Lessee also understands storage space is not to be used as a residence.
5. Lessee understands there is to be only one unit stored in each space and there is to be nothing stored on the ground under or around the unit.

B. Insurance:

The owner carries no insurance which in any way covers any loss whatsoever that the lease may have or claim, by leasing this storage space or being on or about this facility; therefore the lease must obtain insurance at their expense.

The owner, his agent or employees shall not be liable for personal injury or property damage, or loss from theft, vandalism, rodents, fire, water, tornado, rain, explosion, negligence or any other cause whatsoever.

Lessee hereby agrees to indemnify and hold harmless the owner from and against any and all claims for damages to property or personal injury and cost including owner's reasonable attorney fees arising from the lease use of the space, or from any activity, work, or things done, permitted or suffered by the occupant on or about the storage facility.

C. Right and Duties of Lessee:

1. To keep owner provided with current certificates of insurance and current address.
2. To follow all posted rules for use of the facility.
3. To provide the owner with names and identification of any persons who they have given permission to be on or about their stored property.
4. To request a change of space if for some reason the assigned space is not acceptable.
5. To protect the property of others that sore on the site by:
 - a. Not allowing children to be unsupervised while on the facility.

- b. By not showing or selling their property on the facility.
 - c. By not being on the site after dark without permission.
 - d. By keeping the gate closed at all times. (IF YOU OPEN IT, YOU CLOSE IT.)
 - e. By keeping wheel covers and other covers secure and off the ground.
 - f. By not doing maintenance or repairs on the property.
 - g. By keeping all animals on lease per County code.
6. To keep their lease current at all times.
- D. Owner's Rights and Duties:
- 1. The owner has the right to refuse or not renew lease to anyone.
 - 2. To assign spaces and provides leases in a timely manner.
 - 3. To move or ask the lease to move any until that may need to be moved for maintenance or improvements to the facility.
 - 4. To require current license plates on all units.
 - 5. To require certificates of insurance and proper identification on all units.
 - 6. To notify the lease of all changes in rules, leases and rates.
 - 7. To request a cash payment when he feels justified.
 - 8. To assess a \$30.00 charge for returned checks.
 - 9. To provide a clean, safe, and secure storage facility.

556B.1 Removal-notice to sheriff.

- 1. *The owner or other lawful possessor of real property may remove or cause to be removed any motor vehicle or other personal property which has been unlawfully parked or placed on that real property, and may place or cause such personal property to be placed in storage until the owner of the same pays a fair and reasonable charge for towing, storage, or other expense incurred. The real property owner or possessor, or the owner's or possessor's agent, shall not be liable for damages caused to the personal property by the removal or storage unless the damage is caused willfully or by gross negligence.*
- 2. *The real property owner or possessor shall notify the sheriff or the county where the real property is located of the removal of the motor vehicle or other personal property. If the owner of the motor vehicle or other personal property can be determined, the owner shall be notified of the removal by the sheriff by certified mail, return receipt requested. If the owner cannot be identified, notice by one publication in one newspaper of general circulation in the area where the personal property was parked or placed is sufficient to meet all notice requirements under this section. If the personal property has not be reclaimed by the owner within six months after notice has been effected, it may be sold by the sheriff at public or private sale. The net proceeds after deducting the cost of the sale shall be applied to the cost of removal and storage of the property, and the remainder, if any shall be paid to the county treasurer. [C75, 77, 79, 81, 556B.1] 83 Acts, ch 123, 190, 209.*