



## Go Mini's Rental Agreement

2021 Dubourg Ave  
Louisville, Kentucky 40216  
502-772-2821, fax 502-776-7679  
[www.gominisky.com](http://www.gominisky.com)

THIS RENTAL AGREEMENT is made this [redacted] day of [redacted], 20[redacted] by Moon Mini's, LLC, doing business as GO MINI'S ("Lessor") and [redacted] ("Tenant") whose name and address appear hereafter for the rental of a self-contained portable mini storage container as defined by the laws of the state wherein the storage container is located with Go Mini's identification number [redacted]. Said container is rented with the express understanding and agreement that the relationship created hereby between the parties is that of the Landlord and Tenant, and no bailment or deposit of goods for safekeeping is intended or created hereunder.

Lessor and Tenant hereby agree that Lessor rents to Tenant and Tenant rents from Lessor that certain self-contained portable storage container(s) identified herein. Tenant has inspected the storage container(s) and acknowledges that the container(s) is/are satisfactory for the intended use by Tenant. The container(s) may be used by Tenant for storage either at an address designated by Tenant or at Lessor's storage property as follows:

1. At the above address, Tenant hereby authorizes Lessor to enter upon the property herein designated by Tenant whenever Lessor deems it necessary to enforce any of Lessor's rights covered by this rental agreement or by any Provincial or Federal law. Tenant hereby warrants to Lessor that Tenant has ownership of said property or is an authorized agent of the owner of such property, and that Tenant has the right and authority to permit Lessor's unrestricted entry upon such property as required.
2. At Lessor's storage property located in the Lessor's designated service area, Tenant shall have access to the storage container(s) at the Lessor's storage property only during specified hours which are normally **9:00 am to 4:00 pm Monday through Friday**, by giving at least **3-BUSINESS-DAY** notice.

**1. TERM.** The term of this Rental Agreement shall be 4 weeks beginning as of the date first above written and shall continue on a weekly basis tenancy until terminated. The initial 4 week rental shall be due in advance on the date first above written and subsequent 4 week rentals shall be due in advance on the 4 week anniversary from the date first above written. Tenant must pay to Lessor each 4 week rental in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. The minimum rental period shall be FOUR (4) weeks. Tenant will not be entitled to a refund of any paid rent for the first 4 week rental period under any circumstances, whether or not the storage container(s) continues to be in use by Tenant or whether Tenant elects to have container(s) picked up by Lessor prior to the end of the first 4 week rental period. If Tenant elects to terminate this Rental Agreement after the first 4 week rental period has passed, he/she will be entitled to Pro Rate of the unused funds. Paid storage material rental fees and any other non-container-rental charges are NOT refundable. The 4 week rental amount may be increased by Lessor giving notice to Tenant not less than THIRTY (30) days prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in full force and effect regardless of any such rental increase.

**2. RENTAL AND FEES.** All Rents with applicable sales tax shall be due and payable in advance as defined herein. Late charges shall be assessed if fees are paid after a payment due date. These fees will be \$5.00 on the 7<sup>th</sup> days at this point the unit is over locked and access is restricted, \$15.00 on the 15<sup>th</sup> day, \$5.00 on the 35<sup>th</sup> day and \$45.00 Bailiff Fee on the 45<sup>th</sup> days delinquent. After 45 days delinquent the unit will be assessed for public auction, with written notification. Furthermore, Tenant hereby authorizes Lessor to charge Tenant's credit card for any rent or fees due if Tenant is delinquent for more than THREE (3) days even if Tenant has selected another method of payment. Tenant will pay a \$75.00 for credit card processing problems (over-limit, cancelled card, etc.). **INITIAL HERE ->** [redacted].

**3. USE OF CONTAINER - GENERAL.** Only property that Tenant has ownership of or is an authorized agent of such property shall be stored, and Tenant will not store property which is the property of another or in which another has right, title or ownership interest. No perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials will be stored by Tenant. Tenant shall not use the container(s) to store any personal property or other property in the container(s) which would violate any law or regulation of any government authority. Tenant acknowledges and agrees that the container(s) is/are not intended for or suited to the storage of irreplaceable property, books, records, writings, works of art, heirlooms, precious archives, or other items for which there is no immediate resale market, or for objects having emotional value or records relating to the stored goods. Tenant acknowledges that container(s) is/are for storage of personal property only and may not be used for human or animal habitation. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements. **INITIAL HERE ->** [redacted].

**4. USE OF CONTAINER - COMPLIANCE WITH LAW.** Tenant shall NOT use the container(s) for the storage of hazardous materials or of any other property whose storage in such container(s) is in violation of any law or ordinance in effect at the place where the container(s) is/are located. Tenant agrees to pay the cost of remediation of any damage to the container(s) resulting from the storage of any such property, or any other property, in the container(s) whether such damage be physical in nature or otherwise. The Tenant hereby acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements. **INITIAL HERE ->** [redacted].

**5. PACKING, PACKAGING AND MAXIMUM WEIGHT RESTRICTIONS.** Tenant assumes full responsibility and liability for packing Tenant's property and packing Tenant's property into container(s) and removing property from container(s). Tenant assumes responsibility for securing and tying down property for road transportation. Tenant acknowledges that maximum weight of Tenant's property contained in the container shall NOT exceed 8,000 pounds. Tenant further acknowledges that Lessor shall not be responsible or liable for any damage to Tenant's property for any reason, whether damage occurs while unit is stored at Tenant or Lessor's designated location, or for damage occurring during moving of container(s) or during over the road transportation, or when container(s) is/are moved by Lessor for Tenant's failure to make required payments to Lessor. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements. **INITIAL HERE ->** [redacted].

**6. INSURANCE.** ALL PROPERTY STORED BY TENANT IS STORED AT TENANT'S SOLE RISK AND RESPONSIBILITY, AND ALL PROPERTY AND CONTENTS INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant may obtain insurance from any insurance provider of Tenant's choice for the property stored in the container(s). In the event Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the container(s), Tenant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism, vermin, water, dampness, mold, mildew, etc.. Tenant understands and agrees that Lessor does not list, review or inspect the contents of the container(s), nor has interest in or concern with the value, quality or type of goods stored in the container(s) pursuant to this Rental Agreement. Lessor and Lessor's agents, affiliates, authorized representatives and employees and/or GO MINI'S, will not be responsible or have responsibility for any loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents, and Tenant hereby releases Lessor and Lessor's agents from any such responsibility. Tenant waives any right of recovery against Lessor or Lessor's agents for the Released Claims herein. Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not subrogate any claim of Tenant against Lessor or Lessor's agents. **LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO TENANT'S PROPERTY FOR ANY REASON WHETHER OCCURRING DURING OVER THE ROAD TRANSPORTATION WHEN THE CONTAINER(S) IS/ARE MOVED BY LESSOR, FOR FAILURE OF PAYMENT BY TENANT, OR IN ANY OTHER MANNER.** Tenant acknowledges that he/she understands the provisions of this paragraph and agrees to these provisions and that insurance is Tenant's sole responsibility. **INITIAL HERE ->** [redacted].

**7. ACCESS TO CONTAINER AND SCHEDULING A MOVE.** Tenant will provide driver's license number or other personal identification to Lessor at the time of initial rental of container. This number will be used by Lessor to identify Tenant for Tenant to gain access to Lessor's designated storage location and to the rented container(s). This identification shall be given by Tenant to Lessor when requesting access or when scheduling a move or delivery of container(s). Tenant agrees that Lessor shall have the right to refuse access to any person who does not provide the correct access identification.

**8. LIMITATION OF LIABILITY.** Neither Lessor or Lessor's agents have responsibility of any kind to Tenant or any person or representative of Tenant for any loss, expense, damage, claim, liability or injury to persons from any cause. This Limitation of Liability shall include, without limitation, any cause or act by Lessor or Lessor's agents whether active or passive, or by omissions, negligence or conversion, except for the event of Lessor's fraud, willful injury or willful violation of law.

**9. INDEMNIFICATION.** Tenant shall indemnify and hold Lessor and Lessor's agents harmless from any loss in any manner whatever that may arise out of Tenant's use of the storage container(s) or of Lessor's designated storage location.

---

**10. PLACEMENT OF STORAGE CONTAINER.** Lessor will normally attempt to place container(s) on a paved surface or driveway. Tenant understands that the designated container "parking" area must have adequate height, depth, width and maneuvering space. Tenant acknowledges that it may be necessary for Lessor to move vehicle and container(s) on lawn or other unpaved area in order to place container(s) in the parking area designated by Tenant. Tenant hereby relieves Lessor from any responsibility for property damage that occurs from placement or maneuvering of the container(s). Tenant acknowledges that it may be necessary for Lessor to refuse to place container(s) at Tenant's designated parking location when Lessor identifies lack of safe or risk free conditions, and Tenant acknowledges that Lessor may levy a surcharge for difficult placement of container(s). In the event that the Lessor is unable to place the container(s) at the Tenents desired location, the Tenent agrees to pay the regular drop of fee for the work attempted.

---

**11. ACCESS TO CONTAINER.** Tenant shall provide access to the container(s) by Lessor, Lessor's agents, police, fire officials or other governmental authorities as required. Should Tenant refuse or fail to provide access as required, or in the event of emergency or default of any of Tenant's responsibilities hereunder, Lessor, Lessor's agents or any government authority shall have the right to remove Tenant's lock and enter the container(s) to examine the container(s) and its contents or to make repairs or alterations or take such other action as appropriate in the circumstances. In the event the container(s) has been damaged or the Lessor's designated storage location injured in any manner arising from the deliberate or negligent acts or omissions of Tenant, all expenses incurred upon Lessor to make repairs including any expenses to cover investigation of site conditions, or work to clean up, remove or restore container(s) or comply with any applicable law or regulation shall be paid by Tenant as additional rent and shall be due upon demand by Lessor.

---

**12. LOCK.** A lock suitable to secure container(s) shall be provided by Tenant at Tenant's own expense. Lessor shall not receive from Tenant any combinations or keys to such lock.

---

**13. ALTERATIONS, MODIFICATIONS AND MOVEMENT.** Tenant shall not make any alterations, modifications or attachments to container(s) without the prior written consent of Lessor. Tenant shall not move container(s) from the location where it is placed by Lessor without the prior consent of Lessor in writing.

---

**14. NO WARRANTIES BY LESSOR.** No warranties whether expressed or implied are made by Lessor to Tenant. Further, Lessor makes no guarantees or representations regarding the condition, safety, security or nature of the container(s) or the Lessor's designated storage location. Tenant hereby acknowledges that he/she has inspected the container(s) and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

---

**15. LESSOR REMEDIES UPON EVENT OF DEFAULT.** If Tenant fails to make any payment of any amounts payable herein as and when such payment becomes due and/or if Tenant defaults in the performance of any of its other obligations hereunder, and such non-payment or other default continues for a period of SEVEN (7) consecutive days, then all unpaid rent and all other amounts payable hereunder shall be forthwith due and payable in their entirety and Lessor shall have the right, at its election, at that time or at any time while such default continues, to Terminate this Rental Agreement by giving notice to Tenant, in which case Tenant shall immediately surrender container to Lessor. Should Tenant refuse or fail to surrender container to Lessor, Lessor may enter upon Tenant's property and take possession of container, and Tenant's property stored in the container, and expel or remove Tenant without being liable for prosecution or any claim of damages therefore. Tenant hereby agrees to pay Lessor on demand for the amount of all loss and/or damage which Lessor may incur by reason of termination, whether because of inability to relet the container on satisfactory terms or otherwise. Lessor's application of the remedies hereto shall not preclude Lessor from his/her right to seek any other remedies provided for under the applicable laws of the Province of Ontario or under this Rental Agreement.

---

**16. LESSOR'S LIEN.** TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S), TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE TENANT FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN **COMMERCIAL TENANCIES ACT, REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO** AND CUMULATIVE THEREWITH. SHOULD TENANT DEFAULT IN THE PAYMENT WHEN DUE OR ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT, LESSOR MAY SEIZE AND DISPOSE OF TENANT'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED UNDER **COMMERCIAL TENANCIES ACT, REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO** AND CUMULATIVE THEREWITH. NOTICE SHALL BE DELIVERED TO TENANT OF ANY SUCH SURPLUS OR DEFICIENCY, AND ANY SUCH SURPLUS SHALL BE DISPOSED OF AS REQUIRED BY LAW, AND TENANT SHALL PAY ANY DEFICIENCY FORTHWITH. FOR THE PURPOSES HEREOF, ANY NOTICE REQUIRED TO BE DELIVERED TO TENANT BY LESSOR SHALL BE DEEMED TO HAVE BEEN DELIVERED WHEN RECEIVED, IF DELIVERED IN PERSON, OR WHEN SUCH NOTICE IS ADDRESSED AND MAILED TO TENANT POSTAGE PREPAID TO THE ADDRESS PROVIDED BY TENANT IN THE RENTAL AGREEMENT OR AT SUCH OTHER ADDRESS AS TENANT SHALL HAVE NOTIFIED LESSOR BY GIVING WRITTEN NOTICE TO LESSOR AT THE ADDRESS SPECIFIED FOR LESSOR IN THIS RENTAL AGREEMENT.

---

**17. TERMINATION BY TENANT.** Tenant may terminate this Rental Agreement at the expiration of any term by giving of 3-business-day notice to Lessor. Tenant hereby acknowledges that the minimum rental term for the container(s) is FOUR (4) weeks, and no refund of rents shall be made should Tenant elect to terminate the Rental Agreement before the first 4 week rental period has expired. If Tenant elects to terminate this Rental Agreement after the first 4 week rental period has passed, he/she will be entitled to Pro Rate of the unused funds. Paid storage material rental fees and any other non-container-rental charges are NOT refundable.

---

**18. TERMINATION BY LESSOR.** Lessor may terminate this Rental Agreement at any time by delivering to the Tenant not less than 7 days notice of such cancellation which may be delivered by hand, by e-mail, by fax or by registered mail to the Tenant. The termination of this Agreement by Lessor will not affect Lessor's right to pursue any remedy available to it under this Rental Agreement or otherwise available to Lessor under law.

---

**19. CONDITION OF CONTAINER AT TERMINATION.** Tenant shall remove all of Tenant's property from the container(s) upon termination for any reason, unless such property is subject to Lessor's lien rights described herein, and shall immediately surrender container(s) to Lessor in the same condition as when delivered to Tenant by Lessor at the beginning of this Rental Agreement, reasonable wear and tear excepted. Tenant must sweep and remove all debris from container(s) or a cleaning and/or debris disposal fee will be added in addition to any other charges.

---

**20. RELEASE OF TENANT INFORMATION.** Lessor is hereby authorized by Tenant to release any information regarding Tenant and Tenant's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.

---

**21. NOTICES.** Any notices or demands required to be given under the terms of this Rental Agreement, except as otherwise specifically provided, may be personally served or may be served by first class or registered mail, with postage prepaid and addressed to the party to be served. Any notice sent by first class mail shall be deemed delivered on the third business day following the date of mailing with postage thereon fully prepaid and addressed in accordance with the provisions hereof. For the purposes hereof, any notice required to be delivered to be delivered to Tenant by Lessor shall be deemed to have been delivered when received, if delivered in person, or when such notice is addressed and mailed to Tenant postage prepaid to the address provided by Tenant in this Rental Agreement or at such other address as Tenant shall have notified Lessor by giving written notice to Lessor at the address specified for Lessor in this Rental Agreement.

---

**22. CHANGE OF ADDRESS AND PHONE NUMBER(S).** Tenant shall give notice to Lessor of any change of address and/or phone number(s) different from the address and/or phone number(s) provided in this Rental Agreement within FIVE (5) days of the change, providing current address and phone numbers.

---

**23. ASSIGNMENT.** Tenant shall not sublet or assign the container(s) or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant, and by such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

---

**24. TIME AND SUCCESSION.** Time is of the essence of this Rental Agreement. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

---

**25. CONSTRUCTION/SEVERABILITY.** This Rental Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision of this Rental Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Rental Agreement shall continue in full force and effect.

**26. LOCAL ORDINANCES AND REGULATIONS.** Tenant's use of container(s) is subject to county, city, provincial and local ordinances, rules and regulations including deed and homeowner restrictions. Tenant assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Tenant's use of the container(s). If the container(s) is/are required to be moved by a governing agency or authority from Tenant's property or assigned location for the container(s), Lessor will attempt to notify Tenant of such requirement. Tenant hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Tenant's property. If Tenant is renting or leasing the property where the container(s) is/are located, other than property owned by Lessor, and the landlord of the property requests that the container(s) be moved or relocated, Tenant hereby gives Lessor full authority to comply with landlord's request, absolves and holds Lessor harmless from any liability for any resulting damage to landlord's or Tenant's property, and fully responsible for all cost incurred.

**27. INDEPENDENT STATUS.** Tenant hereby acknowledges and agrees that Lessor is an independent owner and operator of the business. Tenant acknowledges and understands that Lessor is part of an independent system of dealership operators of GO MINI'S businesses and that GO MINI'S, LLC. is neither liable nor responsible for performance under this Rental Agreement in any respect or manner whatsoever.

**28. ENTIRE AGREEMENT.** This Rental Agreement sets forth the entire agreement between the parties hereto and supercedes any and all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Tenant is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Rental Agreement may only be amended by writing agreed to and executed by the parties hereto.

**IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement, and agree to be bound by all of the provisions herein contained.**

**LESSOR**

Moon Mini's, LLC

**Go Mini's**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT**

Company Name: \_\_\_\_\_  
(if Applicable)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LIMITATION OF LIABILITY AGREEMENT BY TENANT**

I, \_\_\_\_\_ (Tenant), hereby acknowledge that I have assigned a parking location for the self-contained portable storage container(s) (Container Identification Number(s): \_\_\_\_\_) rented from Moon Mini's, LLC doing business as Go Mini's that is/are located on my property or property owned by someone who has given permission to me for the purpose of parking the container(s). I further acknowledge that I have been advised that damage to the site could occur, either from maneuvering the vehicle and transport or from parking, loading and unloading of the container(s).

I hereby accept full responsibility for any site damage that could occur from either of the above listed causes or otherwise, and do commit to hold Go Mini's, it's drivers, agents or assigns, harmless from any claim for damage to the site or areas leading to the site thereto.

Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_