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BUILDING

**STORAGE SPACE AGREEMENT**

This Storage Space Agreement (“Agreement”) is entered into effective as of \_\_\_/\_\_\_/\_\_\_, between DGB Investors, LLC (“Landlord”) and \_\_\_\_\_, (“Tenant”).

**RECITALS:**

A. Landlord and Tenant entered into that certain Storage Agreement dated as of \_\_\_/\_\_\_/\_\_\_ for certain premises located in the building which is commonly known as DGB in Minneapolis, Minnesota (the “Project”).

B. Tenant now desires to rent certain storage space in the Project from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used in this Agreement shall have the meaning given to them in the Lease.

2. Commencing as of \_\_\_/\_\_\_/\_\_\_ (the “Storage Space Commencement Date”), and continuing thereafter until the date on which this Agreement is terminated (the “Storage Space Term”), Landlord agrees to provide to Tenant and Tenant agrees to pay for storage space in an area designated by Landlord in the storage area of the Project consisting of \_\_\_\_\_ square feet (the “Storage Space”). The Storage Space is not part of the Premises.

3. Landlord may from time to time relocate the Storage Space to a different location within the Building. All cost to relocate tenant’s stored items are the responsibility of the tenant.

4. Tenant acknowledges that the Storage Space shall be delivered to Tenant in its “as is” condition, and that Landlord shall have no obligation with respect to the improvement of such space.

5. Notwithstanding anything contained in the Lease to the contrary, Landlord shall not be required to improve the Storage Space beyond the condition set forth below:

- (i) Landlord shall deliver the Storage Space to Tenant in standard storage space condition, with a broom clean concrete floor in accordance with Base Building specifications, and with a fence wall separating the same from areas leased or held for lease to other tenants, service



## Designers Guild BUILDING

areas and Common Areas, together with an entrance door and lock to such Storage Space.

- (ii) Landlord shall install standard storage space lighting, sprinkler systems, necessary life safety items and adequate ventilation.

6. The Storage Space shall be accessible by Tenant only during Normal Business Hours.

7. Tenant agrees to pay for the Storage Space a monthly rent of \$\_\_\_\_\_, which shall be payable in advance on or before the first day of each month throughout the Storage Space Term. The monthly rent for the Storage Space may be changed by Landlord, from time to time, to reflect the then market rate as charged by Landlord by giving not less than thirty (30) days advance written notice thereof to Tenant. If Tenant objects to the revised rent for the Storage Space as established by Landlord, it may, by written notice to Landlord, cancel this Storage Space Agreement effective upon the adjustment date provided such written notice of cancellation is given to Landlord within fifteen (15) days after receipt by tenant of the notice of the escalation by Landlord.

8. The Storage Space may be used for self-service storage only. If Tenant uses the Storage Space for any other purpose, then in lieu of the rent set forth in this Agreement, Tenant shall pay base Rent and Tenant's Additional Rent with respect to the Storage Space at the same rates as are applicable to the Premises from time to time. Landlord shall have no obligation (i) to provide HVAC service to the Storage Space or (ii) to provide to the Storage Space any other services (including, without limitation, the services described in tenant's lease) other than minimal lighting or fulfill with respect to the Storage Space any other obligations under the Lease except as specifically provided herein. Any installment of HVAC or other equipment in the Storage Space shall be subject to the terms and conditions of the Lease, and if Tenant installs any such HVAC or other equipment Tenant shall be solely responsible for maintaining same. Tenant shall, at its sole cost and expense, replace and pay for all replacement lighting bulbs, tubes, ballasts and starters required for the Storage Space and shall provide its own janitorial services and any other services including heating, ventilation and air conditioning necessary for Tenant's use of and operations in the Storage Space.

9. Landlord and its agents and employees shall not be liable for loss or damage to any personal property stored by Tenant in the Storage Space which is caused by fire, theft, water or any other cause whatsoever and Tenant (i) waives any claim against Landlord for and in respect thereto; (ii) hereby agrees to indemnify and defend Landlord against all claims against Landlord for any loss or damage to any such personal property from any cause; and (iii) Tenant agrees that it shall look solely to its insurance in the event of any loss or damage to the same.



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10. If the Storage Space shall be damaged by fire or other casualty rendering it unusable by Tenant or if all or any part of the Storage Space is taken by eminent domain proceedings, the rights and remedies of Landlord or Tenant shall be determined pursuant to the terms of the Lease; provided, however, notwithstanding anything to the contrary in the Lease, Tenant shall in no event have the right to terminate the Lease in the event of damage by fire or other casualty to the Storage Space or any taking of the Storage Space by eminent domain.

11. Tenant covenants not to suffer any waste or damage or disfigurement or injury to the Storage Space or any other part of said Project, and Tenant specially covenants not to store in the Storage Space any flammable liquids, any other Hazardous Materials, or any other materials which in Landlord's judgment are likely to impose an undue risk or result in higher premiums for the casualty insurance carried by Landlord, as owner of the Project. Tenant agrees to comply with all applicable laws, ordinances and regulations relating to its use of the Storage Space.

12. Landlord reserves the following rights (in respect to use of the Storage Space) exercisable without notice and without liability to Tenant and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or given rise to claim for setoff or abatement of Tenant hereunder:

- (a) To retain at all times and to use in appropriate instances keys to all doors within and into the Storage Space. No locks shall be changed without the prior written consent of Landlord. This provision shall not apply to Tenant's safes or other areas maintained by Tenant for the safety and security of monies, securities, negotiable instruments or like items or areas containing proprietary items or information.
- (b) To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Project, or any part thereof, and for such purposes to enter upon the Storage Space and, during the continuation of any of such work, to temporarily close doors, entryways, public spaces and corridors in the Project and to interrupt or temporarily suspend services and facilities without liability, cost or abatement of rent.
- (c) To enter the Storage Space in a lawful manner for any other lawful purpose.

13. If keys are supplied by Landlord to Tenant in connection with the rights granted herein, Tenant shall surrender such keys to Landlord upon the expiration or earlier termination of the Storage Space Term. Upon the expiration of the Storage Space Term or the earlier termination hereof, Tenant shall immediately vacate the Storage Space, remove all of its property therefrom and leave the Storage Space in the same condition as the Storage Space was in on the Storage Space Commencement Date, reasonable wear and tear excepted.



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14. Any of the following events shall constitute an event of default (“Event of Default”) under this Storage Space Agreement:
- (a) Tenant’s failure to pay any amount which Tenant is required to pay under this Agreement within five (5) days after the due date thereof;
  - (b) Tenant’s failure to perform or comply with any of the other conditions, covenants or agreements under this Agreement if such failure continues for seven (7) days after notice to Landlord.
  - (c) Any Event of Default as that term is defined under the Agreement.

15. Upon the occurrence of an Event of Default under this Storage Space Agreement, Landlord shall have all of the rights and remedies with respect to the Storage Space and against Tenant that Landlord would have upon the occurrence of an Event of Default (as defined in the Lease) with respect to the Premises and against Tenant under the Lease.

16. Notwithstanding anything to the contrary in this Agreement, either Landlord or Tenant shall have the right to terminate this Agreement by giving 30 days’ prior written notice of such termination to the other party.

17. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same Agreement, notwithstanding that all parties hereto have not signed the same counterpart. Signatures to this Agreement which are transmitted by facsimile shall be valid for all purposes. Any party shall, however, deliver an original signature to this Agreement to the other party upon request.

18. This Agreement may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Storage Space Agreement to be effective as of the date first above written.

**TENANT**

Tenant:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER**

DGB Investors, LLC

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_