

RENTAL AGREEMENT

LESSOR: The Storage Place, LLC

Site Address:
6392 Cross Road
Winneconne, WI 54986
Phone: 414-708-1995

Notice Address:
P.O. Box 278
Winneconne, WI 54986

LESSEE:

Name: _____ **Phone:** _____ **Email:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Driver's License: _____

Rental Unit Number: _____ (the "Unit") **Security Deposit:** _____

Rent: _____

1. RENTAL OF SPACE: Pursuant to this Rental Agreement (the "Agreement"), Lessor hereby leases to Lessee the Unit set forth above, subject to all the terms and conditions of this Agreement.

2. PERIOD OF OCCUPANCY: This Agreement shall commence on ___/___/___ and shall continue until ___/___/___ (*Insert one: last date of following month/last date of 12th month following commencement/etc.*) unless sooner terminated in accordance with this Agreement (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) month terms unless terminated in accordance with this Agreement (the "Renewal Term"). The Initial Term and any subsequent Renewal Term shall collectively be referred to as the "Term." Rent is not prorated for early move out. Lessor or Lessee may terminate the Agreement with written notice delivered at least thirty (30) days prior to the end of the then-current Term. Lessor may also terminate this Agreement with a thirty (30) day notice for Lessee's violation of any terms of this Agreement.

3. PAYMENT OF RENT: Rent is due on the first of each month, at the rate of rent set forth above (the "Rent"). Lessee shall not receive a monthly bill for Rent. It is Lessee's responsibility to pay Rent promptly each month, without notice or demand. Rent is prorated upon move in and full months thereafter. No Rent refunds will be provided. Following the Initial Term, Lessor may increase the Rent by notifying Lessee in writing of the increase at least thirty (30) days prior to the first day of the month for which increased Rent is due. All rental payments shall be made to Lessor at the Notice Address set forth above, or at such other address as may be hereinafter designated by Lessor in writing to Lessee, in lawful money of the United States of America. Lessee agrees to pay a late charge in the amount of the greater of \$20 or 20% of the monthly Rent, for Rent received after the 5th day of the month for which it is due. Notwithstanding the above, Lessor may accept cash, money order, debit, Visa, Mastercard, properly drawn checks, or other mode of payment as explicitly specified and permitted by Lessor 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 a \$30 returned check charge.

4. SECURITY DEPOSIT: The security deposit, in the amount specified above (the "Security Deposit"), shall be held by Lessor, without interest, and shall be refunded to Lessee within two weeks after vacating the Unit. Any unpaid Rent or other charges due hereunder, cleaning fees, costs of repair or other reasonable charges shall be deducted from the Security Deposit. In the event that the Security Deposit is insufficient to cover such damages incurred by Lessor, Lessee shall be liable for any excess. The Security Deposit shall be mailed to Lessee at the address provided above, or at such other address as Lessee may properly designate in writing to the Lessor pursuant to the notice provision of this Agreement. In order to receive the full Security Deposit refund, Lessee must leave the Unit empty and broom-clean on the last day of the month, and remove the padlock. If the Unit is not empty and clean, a minimum \$50 cleaning fee will be deducted from the Security Deposit.

5. USE OF STORAGE SPACE: Lessee shall use the Unit for storage purposes only and will not store live animals or perishable goods inside the premises. Lessee acknowledges that the Unit is not be used as a dwelling, place of business, or for any purposes other than storage of personal property. The Lessee may not store anything outside of the secure storage facility provided. Illegal activities and items are prohibited on the premises at all times.

Lessee shall not use the Unit to store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious, or other inherently dangerous materials. Lessee shall not use the storage space for residential purposes. Lessee shall not use the Unit for active storage,

i.e., manufacture, fabrication or maintenance. Lessee warrants that all items placed by Lessee in the Unit shall be Lessee's own property or property which Lessee is legally entitled to possess.

Lessee must keep Lessee's Unit locked and provide his/her own lock and key. Lessee agrees to secure the Unit with a lock immediately upon commencement of this Agreement and maintain the lock at all times. Should Lessor discover the Unit unlocked, the Unit shall be deemed abandoned and this Agreement shall terminate. Lessee may place only one lock on the Unit and hereby authorizes Lessor to remove any additional locks on the storage space. In addition, Lessor has the right to cut and remove the lock in the event of non-payment of Rent or for any other breach of this Agreement.

Lessee shall not place any property or material outside the Unit, unless a separate rental agreement has been executed by Lessor and Lessee authorizing such outdoor storage. Any property or material found outside the Unit shall be conclusively presumed to be abandoned and may be disposed of by Lessor.

Lessee shall not make any alterations, install any fixtures, paint, mark, cut, drill or drive nails or screws into, or in any way deface or alter any part of the Lessor's premises, nor shall Lessee place any signs on such premises. In the event of a violation hereunder, Lessee shall at his/her sole cost and expense, restore the premises to the original condition at occupancy. Should Lessor incur any expense as a result of Lessee's failure under this paragraph, Lessee shall be liable for any such expenses incurred by Lessor and for reasonable legal fees incurred by Lessor in the collect of such debt.

Lessee agrees that all vehicles shall be stored in the Unit only if proper absorbent material is placed under the vehicle, with fuel level of said vehicle to be a maximum of one-eighth (1/8) of the tank's capacity.

Lessee agrees that if the Unit has electrical service, Lessee shall use it for lighting or doors only. If Lessee would need additional electricity, Lessor must be notified and an additional fee could be charged. The use of electrical heaters is not allowed.

6. PROHIBITED ACTIVITIES: Lessee shall not assign or sublease the Unit without the prior written permission of the Lessor, which permission may be withheld for any or no reason in Lessor's sole discretion. Lessee shall not hold public sales of any kind in the Unit or otherwise on the Lessor's premises. Lessee shall not dump waste or refuse in or around the Unit or on the premises of Lessor. Lessee shall not use the Unit for any illegal purposes, or in any way that is a nuisance to the Lessor or other tenants. Car repair or other repair work is not allowed on the Lessor's premises at any time.

7. SNOW AND TRASH REMOVAL: The Lessee will provide for his/her own snow removal, for all snow within two feet of the Unit door. The Lessee shall be responsible for any water, ice or snow damage as a result of his/her failure to remove such snow. The Lessee agrees the storage location is closed until all of the snow or ice has been removed. The Lessor will start to plow the drive aisle or common areas by noon on the day after it stops snowing. The Lessee agrees this is a self-storage facility only, and the Lessor does not provide for any trash removal. All trash removal is at the sole responsibility and expense of the Lessee. The Lessee agrees that the Unit provided is not considered climate controlled.

8. RISK OF LOSS OR DAMAGE: ALL PROPERTY IS STORED BY LESSEE'S SOLE RISK. INSURANCE OF ALL CONTENTS IS LESSEE'S SOLE RESPONSIBILITY. Lessor does not insure personal belongings of Lessee. Lessor shall not be responsible or held liable for loss or damage to any property stored in the unit due to any cause, including but not limited to fire, lightning, hail, explosion, burglary, freezing, water, snow, mold, rodents or leakage. Lessor shall not be deemed to either expressly or impliedly provide any security protection to the Lessee's property stored in the Unit. Any security devices which Lessor may maintain are for Lessor's convenience only. Lessor may discontinue its use of any security device in whole or in part at any time without notice to Lessee. Lessor and Lessor's agents and employees shall not be liable whatsoever to any extent to Lessee or Lessee's invitees, family, employees, agents or servants for any personal injury, death, or property damage or loss arising from Lessee's use of the storage unit or premises from any cause whatsoever including, but not limited to, the active acts or omissions or negligence of the Lessor, Lessor's agents or employees. Lessee hereby agrees to indemnify and to hold harmless Lessor from any and all claims, including claims for which Lessor is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Lessee's use of the Unit or from this Agreement.

9. LIMITATIONS OF VALUE: LESSEE AGREES THAT IN NO EVENT SHALL THE TOTAL VALUE OF ALL PROPERTY STORED BE DEEMED TO EXCEED \$5,000 UNLESS LESSOR HAS GIVEN PERMISSION IN WRITING FOR LESSEE TO STORE PROPERTY EXCEEDING \$5,000 IN VALUE AND THE LESSEE HAS PROVIDED PROOF OF INSURANCE TO LESSOR TO COVER THE VALUE OF THE STORED PROPERTY. LESSEE AGREES THAT THE MAXIMUM LIABILITY OF LESSOR TO LESSEE FOR ANY CLAIM OR SUIT BY LESSEE, INCLUDING BUT NOT LIMITED TO ANY SUIT WHICH ALLEGES WRONGFUL OR IMPROPER FORECLOSURE OR SALE OF CONTENTS OF A STORAGE UNIT IS \$5,000. NOTHING IN THIS SECTION SHALL BE DEEMED TO CREATE ANY LIABILITY ON THE PART OF THE LESSOR TO LESSEE FOR ANY LOSS OR DAMAGE TO LESSEE'S PROPERTY, REGARDLESS OF CAUSE.

10. DEFAULT AND REDEMPTION BY LESSEE: Should Lessee fail to pay Rent or other charges due hereunder for a period of seven (7) days after the due date thereof, Lessee shall be considered in default hereunder. If Lessee defaults, Lessor may deny Lessee access to the Unit and their personal property contained therein until Lessee redeems the personal property as provided below. Also, after termination of this Agreement, Lessor may move any personal property remaining in the Unit and store it elsewhere, or continue to store such property in the Unit, in either event charging Lessee reasonable rent for continued storage, and may deny Lessee access to the personal property until Lessee redeemed the personal property as provided below. Lessor will provide two notices to a defaulting Lessee in accordance with Wis. Stat. Section 704.90, regarding the default and redemption procedure. Thereafter, Lessee's personal property may be sold, removed or disposed of in accordance with Wis. Stat. Section 704.90. At any time prior to disposal, removal or sale of Lessee's personal property, Lessee may redeem the personal property by paying Lessor the full amount of Rent and other charges, if any, due.

11. **NOTICE:** Any notice required hereunder shall be deposited in the U.S. Mail, postage prepaid, properly addressed to the address of the Lessee or the Notice Address of Lessor, both as provided above, or at such other address as either party may properly designate in writing to the other party pursuant to written notice hereunder.

12. **ADDITIONAL CONTACT:** Lessee may specify the name and last-known address of an additional contact for notification of redemption. If an additional contact is listed below, Lessor shall also notify said contact:

13. **LESSOR'S RIGHT TO ENTER, INSPECT, REPAIR:** Upon notice to Lessee, Lessor, its agents or employees may access the Unit for the purpose of inspection, repair, alteration, improvement, or to supply necessary services. In case of an emergency, Lessor, its agents or employees may enter the Unit for any of the above stated purposes without notice to or consent from Lessee. For the purpose of this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

14. **LIMITED WARRANTY:** The agents and employees of Lessor are not authorized to make warranties about the Unit, premises, and facility referred to in this Agreement. Lessor's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Lessee nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in the writing and NO WARRANTIES are given beyond those set forth in the Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Unit, premises, and facility referred to herein. It is further understood and agreed that Lessee has been given an opportunity to inspect and has inspected; and that Lessee accepts such Unit, premises and facility AS IS and WITH ALL FAULTS.

15. **VACATING REQUIREMENTS:** Upon termination of this Agreement, Lessee shall remove all personal property from the Unit and shall deliver possession of the Unit to Lessor, unless such personal property is subject to Lessor's lien rights as referenced in this Agreement. All waste and rubbish must be removed from the Unit and the Lessor's premises by Lessee. The Unit must be left broom clean; otherwise, a minimum \$50 cleaning charge will apply. Lessee should close the door upon vacating the Unit and contact the Lessor promptly so the Unit may be checked and relocked. Lessee should not leave his/her lock on the Unit upon vacating, as Lessee is responsible for rent while the Unit is locked.

16. **MISCELLANEOUS:** Lessee is aware that Lessor staff is not available outside of normal business hours, and all inquiries and issues can be addressed during those hours only. If any provision of this Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of this Agreement. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto. The provisions of this Agreement, and the rights of the parties hereto, shall be construed in accordance with the applicable laws of the State of Wisconsin. No express or implied waiver by Lessor of any breach or default by Lessee shall constitute a waiver of any additional or subsequent breach or default by Lessee, nor shall it be a waiver of any of Lessor's rights hereunder. All remedies available to Lessor shall be cumulative and the exercise of one or more remedies shall not exclude or waive Lessor's rights as to any other remedy. This Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. Unless otherwise provided herein, no amendment or alteration hereto shall be binding unless set forth in writing and signed by both Lessor and Lessee. **Lessee 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 occupancy of the Unit.**

17. **NOTICE OF LIEN:** Pursuant to Wisconsin Statutes Section 704.90, the Lessor has a lien on Lessee's property stored in the Unit, for rent and other charges related to such personal property, including expenses necessary to the preservation, removal, storage, preparation for sale and sale of such personal property. The Lessor may satisfy the lien by selling such personal property, if the Lessee defaults or fails to pay amounts due hereunder for the storage of such personal property abandoned after the termination of this Agreement.

Lessor:

Lessee:

Date: _____

Date: _____