

RENTAL AGREEMENT FOR SELF-SERVICE STORAGE UNIT

This agreement for the self-service storage unit identified below is entered into between the Operator and the Tenant on the following terms and conditions.

Operator: _____

Tenant: _____

Leased Space: _____

TERM: (a) Month to Month beginning on _____; or
(b) For a term of _____ months, beginning on _____ and continuing until _____.

NOTE: An agreement for a fixed term expires without further notice. If parties wish to continue the rental of the storage unit beyond the term, parties should make arrangements for this in advance of the expiration.

RENT AMOUNT: _____ is due on the 1st day of each month and is payable at _____. If rent is not received ~~within five (5) weekdays after~~ rent is due than Tenant shall pay a late fee of \$20 or 20% of the monthly rental amount, whichever is greater, and said amount is presumed reasonable.

EXCLUSIVE USE: Tenant shall have the exclusive use, custody and care of the Leased Space, provided Tenant shall permit Operator or its Agent to enter, inspect, and make repairs to the Leased Space as needed and at a mutually convenient time. In the event of an emergency, Operator may enter the Leased Space to investigate.

SECURITY OF LEASED SPACE: Tenant shall provide its own lock for the Leased Space. Tenant shall have sole responsibility of keeping the Leased Space locked at all times.

RESTRICTED USE OF LEASED SPACE: The Leased Space is for storage of personal property only and shall not be used for any residential purpose, manufacturing, assembly, or any other operational purposes. Tenant may not use or store any substances classified as hazardous or toxic under any local, state, or federal law in or about the Leased Space and shall indemnify Operator for any costs or expenses incurred arising out of such storage or use. Tenant shall not store live animals, plants, or anything that would affect the Operator's insurance. Tenant shall not operate any electrical equipment in or about the Leased Space. Tenant may not alter, decorate, or attach any signs or property to the interior or exterior walls of the Leased Space.

ADDITIONAL PERSON TO BE NOTIFIED OF DEFAULT: If Tenant would like Operator to provide written notice that Tenant is in default, or has failed to pay rent for the storage of property abandoned after the termination of the rental agreement, to any other person, then Tenant shall supply that person's name and contact information in the space below.

Name: _____ Address: _____

Phone: _____

RETURNED PAYMENT FEES: Tenant shall reimburse Operator \$_____ for any payment by tenant that is returned for any reason, plus any additional charges incurred by Operator as a result of Tenant's returned payments.

LESSEE SHOULD READ THIS AGREEMENT AND SHOULD OBTAIN THE ADVICE OF AN ATTORNEY IF NEEDED. EXECUTION OF THIS AGREEMENT CREATES LEGAL RIGHTS AND OBLIGATIONS.

Dated this _____ day of _____, 20____

OPERATOR / AGENT OF OPERATOR

TENANT

LIMIT ON VALUE OF PROPERTY: Property stored in Leased Space shall not have a value of more than \$5,000. It shall be presumed that \$5,000 is the limit of the value of any property stored in the Leased Space.

MAINTENANCE OF LEASED SPACE: Tenant is responsible for moving property into and out of the Leased Space and arranging it within the Leased Space. Tenant is also responsible for maintaining the Leased Space in a clean and sanitary condition and removing and disposing of all trash from the Leased Space. Tenant shall provide covers, and blocks or pallets, as deemed appropriate, as well as floor protection and pest control as needed. Tenant shall inspect its property and air out the Leased Space, as needed.

INSURANCE: Tenant shall maintain, at its expense, a policy of all risk property insurance for the actual cash value of the property stored in the Leased Space. This policy shall contain a waiver of subrogation against the Operator and its Agent. This requirement is a material condition of the rental agreement and failure to maintain such insurance will be considered a material breach and shall result in termination of the rental agreement.

DISCLAIMER: Operator and its Agent are not warehousemen or bailees and are not otherwise responsible for the storage of and/or care of the Tenant's property.

RENT INCREASE: If this is a month to month rental agreement, Operator reserves the right to adjust the rent for the Leased Space. Operator will provide Tenant with written notice of any increase at least sixty (60) days prior to any rent increase.

NOTIFICATION OF CHANGE IN CONTACT INFORMATION: Tenant must advise Operator in writing of any change of name, address, and/or phone number.

RULES: Operator may adopt rules for the use of the facility and the Leased Space.

NOTICE TO TERMINATE: If this is a month to month rental agreement than either party may terminate this agreement by giving the other party at least one (1) full calendar month or thirty (30) days, whichever is greater, notice of its intent to terminate this agreement. Said termination will be effective as of the last day of a calendar month.

RETURN OF LEASED SPACE UPON TERMINATION: Upon termination, Tenant shall remove all property from the Leased Space and return the space to Operator in the same condition as when rented.

DEFAULT: If Tenant fails to pay rent as required under this agreement or has failed to pay rent for storage of personal property that has been abandoned after the termination of the agreement, Operator shall provide written notice of default as required under § 704.90(5), Wis. Stats., prior to the sale or disposal of Tenant's property stored in the Leased Space.

DISPOSAL OF CERTAIN PROPERTY: If the fair market value of Tenant's personal property stored in The Leased Space is less than \$100, Operator may dispose of said property as set forth in § 704.90(5m), Wis. Stats.

DENIAL OF ACCESS: If Tenant is in default, Operator may deny Tenant access to its personal property until Tenant pays Operator any rent and other charges due.

LIEN: THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED SPACE. THE OPERATOR MAY SATISFY ITS LEIN BY SELLING THE PERSONAL PROPERTY, AS PROVIDED IN SECTION 704.90, WIS. STATS., IF TENANT DEFAULTS OR FAILS TO PAY RENT FOR STORAGE OF THE PERSONAL PROPERTY THAT HAS BEEN ABANDONED AFTER TERMINATION OF THIS AGREEMENT.

OPERATOR'S RIGHTS AFTER TERMINATION: After termination of this agreement, by expiration or otherwise, Operator may remove any personal property remaining in Leased Space and store said property at another site, or within or outside of this storage facility, or Operator may continue to store said property in the Leased Space, and deny former Tenant access to said property until Tenant pays any rent and other charges due. Operator may charge a reasonable rent for storage of said property, whether at another site or in the Leased Space.

ASSIGNMENT/SUBLEASE: Tenant may not assign or sublease its rights without the written consent of Operator.

CONTROLLING LAW: Operator and Tenant understand that their rights and obligations under this agreement are subject to the laws of Wisconsin, including § 704.90, Wis. Stats., and any other applicable laws.

ENTIRE AGREEMENT: This agreement is the sole and entire agreement between the parties with regard to the rental and use of the Leased Space. This agreement binds the parties and their successors and assigns.