



COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_ day of \_\_\_ by and between (Customer's Business Name) hereinafter called "Lessee", and LifeStorage Centers L.L.C. hereinafter called "Lessor".

WITNESSETH:

Lessor, for and in consideration of the payment of the rent herein reserved and the performance of all other covenants herein contained, does hereby lease unto the Lessee the real property described below.

- 1. DESCRIPTION OF PREMISES: The property, which is the subject of this lease, is described as follows, to-wit: (Unit or Office Space #) ("Space")
2. TERM OF LEASE: The primary term of this lease shall be for a minimum period of six (6) months commencing on \_\_\_ (date) and Month to Month thereafter unless Lessor or Lessee delivers to the other party after the end of the primary term a ten (10) day advanced written notice of its intentions to terminate this agreement.
3. RENTAL: During the primary term of this lease, Lessee shall pay Lessor monthly base rental payments of \_\_\_ (dollars written out) (\$\_\_\_0.00\_\_\_) payable in advance on the first of every month plus any applicable taxes.
4. FEES AND LATE CHARGES: All rental payments hereunder shall be due and payable in advance on the first day of each month. Any rental payment not received by the Lessor after 6:00 P.M. on the 5th day of each month in which rent is due shall result in a late charge of \$10; furthermore, if any rental payment is received after 6:00 PM on the 14th day of each month an additional \$40 late fee will be assessed.
5. PURPOSE: The leased premises shall be used for the sole and exclusive purpose of \_\_\_ (name of business) and for no other business or use whatsoever unless the written consent of Lessor is first obtained.
6. ASSIGNMENT: Lessee shall not assign or transfer this lease, or any interest herein, or sublet the premises in whole or in part without the prior written consent of Lessor, which shall not be unreasonably withheld.
7. UTILITIES: The Lessee shall, during the term of this lease, pay and discharge prior to delinquency, all charges for water, gas, electricity, telephone, lights, garbage collection and other utility services used by the Lessee in, on or upon the leased premises and the Lessee agrees that if any such charge shall not be paid within the time allowed for the payment thereof, the Lessor may pay the same, together with any interest or penalty which may have accrued thereon and the amount so paid by Lessor shall be due and payable to Lessor upon Lessor's demand and shall bear interest at the rate of twelve (12%) percent per annum from the date advanced.
8. COMPLIANCE WITH LAWS: Lessee will promptly comply with all applicable and valid laws, ordinances and regulations of federal, state, county, municipal or other lawful authority pertaining to the use and occupancy of the leased premises.
9. EMINENT DOMAIN: If all of the leased premises is taken under the power of eminent domain, or if only a part of such premises is so taken, and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, then, in either event, this lease shall terminate effective as of the date Lessee is required to give up the right to occupy or use any part of the leased premises.
10. ATTORNEY'S FEES: If suit is brought to enforce any covenant of this lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee and all costs of collection.
11. GOVERNING LAW: This Lease shall be governed by the Laws of Illinois; any action brought to enforce or nullify this Lease or the provisions hereof must be brought in the County where the Premises are located.
12. SUBORDINATION: Lessee hereby agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the premises leased hereunder; provided, as a condition precedent to such subordination, each such mortgagee shall expressly covenant or each such mortgagee shall expressly provide that so long as the Lessee is not in default under said lease agreement, the Lessee's quiet possession of the portion of the premises leased hereunder shall remain undisturbed, on the terms and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the holder of the mortgage in connection therewith.
13. NOTICES: Any notices required or permitted hereunder shall be in writing and delivered either to the intended party personally, or by the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses set forth hereinafter, or to such other address as either party may designate in writing and deliver as herein provided.
14. COMPLETE AGREEMENT: This lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.
15. PERSONAL PROPERTY TAXES: Lessee agrees to pay all taxes, levied upon personal property, including trade fixtures, equipment and inventory, which is not owned by Lessor and kept or used on the leased premises.
16. ALTERATIONS OR ADDITIONS: Alterations, modifications or additions to the leased premises shall not be made by Lessee without the prior written consent of Lessor. Lessor agrees, however, that Lessor will not unreasonably withhold its consent. Any alterations or additions shall be done in a good and workmanlike manner and in compliance with applicable governmental rules and regulations with the cost thereof to be paid by the Lessee.
17. RIGHT OF ENTRY: Lessee shall permit Lessor and its agents and employees to enter into and upon the leased premises at all reasonable times for the

LESSOR: LifeStorage Centers LLC
777 Lake Zurich Road
Barrington, IL 60010
Attn: Jean Jodoin

LESSEE: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

NOTICE TO LESSEE: DO NOT SIGN THIS MULTI-PAGE AGREEMENT BEFORE YOU READ ALL PAGES AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. BY SIGNING THIS AGREEMENT, THE LESSEE HEREBY ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.



purpose of inspecting same or for the purpose of posting notices of non-responsibility for alterations, additions or repairs providing that advance notice of such entry is furnished lessee.

**18. LIABILITY INSURANCE:** Lessee shall during the entire term of this lease or any extension thereof, at Lessee's own cost and expense, keep in force by advance payment of premiums, liability insurance in an amount of not less than \$1,000,000 for injury to or death of one person as a result of one occurrence, not less than \$1,000,000 for injury to or death of more than one person as a result of one occurrence, and not less than \$1,000,000 property damage, insuring Lessor and Lessee against any liability that may accrue against them or either of them on account of any occurrences in or about the premises during the term or in consequence of Lessee's occupancy of the premises, including all loss, expense and damage of any and every sort and kind, including costs of investigation and legal fees and other defense costs. Lessee shall immediately furnish to Lessor certificates of all insurance required under this paragraph.

**19. WAIVER:** The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition. If the Lessor shall accept any rental payment after the Lessee has breached this lease, such acceptance shall not be deemed a waiver of the Lessor's rights hereunder.

**20. REPAIRS AND MAINTENANCE:** The Lessor agrees to repair structural defects as well as damage caused by said defects at any time during the term of this lease. The Lessor further agrees to maintain in good repair the roof and outside walls but specifically excluding any glass and doors, provided, however, that the Lessor shall not be responsible for repairing any damage of any nature whatsoever caused by the negligence or neglect of the Lessee or of Lessee's agents, invitees or licensees or any repairs or maintenance occasioned by normal wear and tear. Lessor shall be responsible for maintenance and standard servicing of mechanical HVAC, plumbing and water systems, fire sprinkler maintenance and servicing and electrical systems. As to all items not specifically covered above to be maintained by the Lessor, the Lessee agrees to maintain the building in as good a state of repair as existed at the inception of this lease, reasonable wear and tear excepted.

**21. TERMINATION OF LEASE:** In addition to other provisions contained in this lease for the termination of same and regardless of the reason for such termination, Lessee shall surrender and deliver up to Lessor, its successors and assigns, the leased premises in as good condition as existed at the commencement of this lease, with the exception of ordinary wear and tear and with the exception of damages caused by fire, the elements, acts of God, civil riots, war, insurrection or other casualty beyond the control of Lessee. Termination is permitted without advanced notice arising from Lessee's breach of the peace. Upon termination of this Agreement, Lessee shall remove all personal property from the Space and shall deliver possession of the Space to Lessor unless such property is subject to Lessor's lien rights as referenced in this Agreement. Should Lessee leave any property in the unit, or if Lessor shall be required to perform any repairs to the Space, Lessee agrees to pay all costs incurred by the Lessor for said cleanout and/or repair, or Lessor may use a collection agency to collect unpaid invoices if Lessee has moved out. If Lessee fails to fully remove its property from the Space within the time required, Lessee shall be a Lessee at sufferance and Lessor, at its option, may without further notice or demand, either directly or through legal process, reenter the Lessee's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. No refunds are allowed for partial-month occupancies.

**22. DEFAULT BY LESSOR:** In the event Lessor shall default in the performance of any of the terms or provisions of this lease, Lessee shall promptly so notify Lessor in writing. If Lessor shall fail to cure such default within twenty (20) days after receipt of such notice, or if the default is of such character as to require more than twenty (20) days to cure and Lessor shall fail to commence to do so within twenty (20) days after receipt of such notice and thereafter diligently proceed to cure such default, then, in either such event, Lessee may cure such default and such expense shall be deducted from the rent otherwise due or Lessee may cancel and terminate this lease.

**23. DEFAULT BY LESSEE:** In the event that any payment of monthly rental, including any sales tax or other tax imposed upon leases of this type shall not be paid to Lessor within ten (10) days after the first of each month, the Lessee shall be deemed in default and such default, at the option of the Lessor, shall constitute a forfeiture of this lease or Lessor may enforce performance in any manner provided by law and Lessor's agent or attorney shall have the right without further notice or demand, to re-enter and remove all persons from Lessor's property without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of contract, or Lessor's agent or attorney may resume possession of the property and relet the same for the remainder of the term at the best rental such agent or attorney can obtain for the account of lessee, who shall pay any deficiency, and Lessor shall have a lien as security for such rental upon the fixtures and equipment belonging to Lessee situate on the leased premises. Also Lessor has the right if there is a balance owed to sell the Lessee's equipment and fixtures to pay towards any monies owed to Lessor. If the Lessee shall default in the performance of any of the terms or provisions of this lease other than the payment of monthly rent and sales or other tax, the Lessor shall promptly so notify Lessee in writing and if Lessee shall fail to cure such default within twenty (20) days after receipt of such notice, or if the default is of such character as to require more than twenty (20) days to cure and Lessee shall fail to commence to do so within twenty (20) days of receipt of such notice and thereafter diligently proceed to cure such default, then in either such event, Lessor may cure such default and the expense shall be payable to Lessor upon demand and bear interest at the highest rate allowable under law or Lessor may, at Lessor's option, consider the lease as forfeited and be entitled to such remedies as may be provided for by law. If Lessee at any point opts to exit out of the lease or is in default of the lease, Lessee agrees to pay Lessor the remaining balance of the current term of the lease. Lessee agrees that should Lessor be forced to evict Lessee, that Lessor may sell Lessee's personal property in the Leased Space at public auction in lieu of disposal of the property outside the property upon which the Leased Space is located. Default can also be the Lessee's failure to perform any terms or conditions of this Agreement or Lessee's breach of the peace. In the event of Lessee's default, Lessor may, without notice, deny the Lessee access to the property. Lessor may place a different lock on the rented premises over which only the Lessor and his agents have control. Lessee agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the foreclosure and sale of Lessee's property. Partial payments do not waive or avoid the legal effect of prior notices given to Lessee. **Only full payment on Lessee's account prior to the published auction date will stop the scheduled sale of the property.**

**24. CASUALTY DAMAGE:** If the leased premises are rendered partially or substantially unfit for the use herein contemplated by any casualty or peril other than an insured casualty or peril, then Lessor, at Lessor's sole option, may either cause the premises to be promptly restored in which event the rental shall abate or be justly reduced, as the case may be, or terminate this lease provided, however, that Lessor must notify Lessee in writing of its election within thirty (30) days following the date of occurrence of such casualty or peril.

Lessee shall neither bring nor keep on the leased premises anything that will cause an increase in the fire or casualty insurance premiums on the leased premises, nor shall Lessee use the premises in any manner or for any purpose that will cause either an increase in insurance premiums, the cancellation of any insurance coverage or the refusal of any insurance carrier to insure the leased premises against the specified hazards, and Lessee shall not permit the employees, agents, guests or sub-lessees to do any of the acts prohibited to Lessee herein. Lessee shall pay on demand, as additional rent, any increase that may be required in the insurance premiums as a result of any violation of this provision. Lessor shall have the option to terminate this lease if any violation of this provision results in either the cancellation of any insurance on the premises or the refusal of an insurance carrier to insure the premises. If the Lessor elects not to terminate this lease, Lessor may take any available legal action to enjoin Lessee from continuing the acts or conduct detrimental to the present insurance rate. Any controversy as to whether the premises are substantially or partially unfit for occupancy or whether rental should abate in the case of substantial unfitness or be fairly reduced in the case of partial unfitness, as well as the amount of such reduction, shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Lessor, one by the Lessee and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the state's Arbitration laws.

**25. ENVIRONMENTAL PROTECTION:** Lessee represents and agrees that Lessee has not caused and will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the demised premises by Lessee, Lessee's agents, employees, contractors, or invitees, except for such Hazardous Material as is necessary to Lessee's business, provided, that any such Hazardous Material permitted on the premises, and all containers therefore, have been and shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to such Hazardous Material. Lessee represents and agrees that Lessee has not and shall not discharge, leak or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of person, whether located on the demised premises or elsewhere, or (2) the condition, use, or enjoyment of the demised premises or any other real or personal property.

As used in this paragraph, the term "Hazardous Material" means (1) any "hazardous waste: as defined by the Resource Conservation and Recovery Act of 1976, as amended from "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (2) any oil, petroleum products, and their by-products; and (3) any substance that is or becomes regulated by any federal, state or local governmental authority.

Lessee hereby agrees it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept or permitted on the demised premises by Lessee, and that Lessee shall give immediate notice to Lessor of any violation or potential violation of the foregoing provisions. Lessee shall

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defend, indemnify and hold harmless Lessor and its agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release, or threatened release of any Hazardous Material that is on, from, or affecting the soil, water, animals, or otherwise; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material; (3) any lawsuit brought or threatened, settlement reached, or government order relating to any such Hazardous Material; or (4) any violation of any laws applicable thereto. The provisions of this paragraph shall be an addition to any other obligations and liabilities of Lessee which he may have to Lessor at law or in equity and shall survive the transactions contemplated herein and shall survive the termination of this lease.

**26. AMERICANS WITH DISABILITY ACT:** If the lease provides that Lessee is to complete certain alterations and improvements to the Premises in conjunction with the Lessee taking occupancy of the Premises, Lessee agrees that all such work shall comply with the ADA. Furthermore, Lessee covenants and agrees that any and all future alterations or improvements made by Lessee to the Premises shall comply with the ADA.

**27. DEPOSIT:** Lessee shall pay Lessor a deposit in the amount equal to one month's rent along with the prepaid first month's rent upon execution of this lease. Lessor shall hold the deposit against damages and defaults caused by Lessee. At termination of the lease, and upon satisfactory return, broom clean and exclusive of normal wear and tear, of the building by Lessee, Lessor shall return Lessee's deposit without interest within 30 days of termination.

**28. LIMITATION OF VALUE.** Lessee agrees that in no event shall the total value of all property within the Space be deemed to exceed \$5,000.00 unless Lessor has given permission in writing for Lessee to store property exceeding that value. 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 the contents of the Space is the total value referenced above. Nothing in this section shall be deemed to create any liability on the part of Lessor to Lessee for any loss or damage to Lessee's property, regardless of cause.

**29. ABANDONMENT.** This Agreement shall automatically terminate if Lessee abandons the Space. Lessee shall have abandoned the Space if Lessee has removed the locking device from the Space and IS NOT CURRENT in all obligations hereunder or Lock is cut after default and it is determined in the Lessor's discretion that the items in the Space have little or no value. Any property left in the Space may be disposed of by the Lessor. **Rent paid for month in which Lessee moves out early shall not be refunded. THERE ARE NO RENT REFUNDS.**

**30. SECURITY AGREEMENT.** This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "Collateral") of the Space, and a security interest shall attach thereto for the benefit of, and is hereby granted to Lessor by Lessee to secure the payment and performance of Lessee's default hereunder. Lessor, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Lessor retains its Lessor's statutory lien. All rights of Lessor hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Lessee hereby waives and renounces its right to the benefit of the exemptions provided under Illinois law as amended.

**31. LESSEE'S LIABILITY.** In the event of default or foreclosure, it is understood and agreed that the liability of Lessee for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Lessee shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Lessee's property as provided for above. Lessor may use a collection agency thereafter to secure any remaining balance owed by Lessee after the application of sale proceeds if any and Lessee shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, Lessor may dispose of said property in any manner considered appropriate by Lessor.

**32. RULES.** Lessee agrees to be bound by the Rules and Regulations as posted by the Lessor from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.

**33. NOTICE OF CHANGE OF ADDRESS.** LESSEE REPRESENTS AND WARRANTS THAT THE INFORMATION LESSEE HAS SUPPLIED IN THIS AGREEMENT IS TRUE, ACCURATE AND CORRECT AND LESSEE UNDERSTANDS THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATIONS. LESSEE AGREES TO GIVE PROMPT WRITTEN NOTICE TO LESSOR OF ANY CHANGE IN LESSEE'S ADDRESS, ANY CHANGE IN THE LIENS AND SECURED INTERESTS ON LESSEE'S PROPERTY IN THE SPACE AND ANY REMOVAL OR ADDITION OF PROPERTY INTO OR OUT OF THE SPACE. LESSEE UNDERSTANDS HE MUST PERSONALLY DELIVER SUCH NOTICE TO LESSOR OR MAIL THE NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITH POSTAGE PREPAID TO LESSOR AT THE ADDRESS SET FORTH BY ADDENDUM.

**34. CHANGES.** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Lessee. If changed, the Lessee may terminate this Agreement on the effective date of the change by giving Lessor ten (10) days prior written notice to terminate after receiving notice of the change. If the Lessee does not give such notice, the change shall become effective and apply to his occupancy.

**35. LESSEE'S LOCK.** Lessee shall provide at Lessee's own expense no more than one lock for the Space which Lessee, in Lessee's sole discretion, deems sufficient to secure the Space. The Lessee must keep the Space locked and must provide his own lock and key. **DOUBLE LOCKING IS PROHIBITED.** The Lessee assumes full responsibility for all persons who have keys and access to the Space. In the event Lessee fails to keep such a lock on the Space or Lessee's lock is broken or damaged, Lessor shall have the right, but not the obligation, to place its lock on the Space; provided however, that in such event Lessor shall have no liability to Lessee for any loss or damage whatsoever, and Lessee shall indemnify and hold Lessor harmless from and against any loss, cost or expense of Lessor in connection with locking the Space, including the cost of the lock. Space shall be immediately locked upon execution of the Agreement. Lessee shall not provide Lessor or Lessor's agents with a key and/or combination to Lessee's lock unless deliveries are to be accepted by Lessor on Lessee's behalf. If lock is not placed on unit or Space is found without a lock, Lessor has the right to place a new lock on the Space to secure the Unit to it without creating a bailment.

**36. FINANCIAL INFORMATION.** Lessor does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Lessee waives and releases any and all claims or action against Lessor for damages arising from the use of said information by others.

**37. MILITARY SERVICE.** IF YOU ARE IN THE MILITARY SERVICE, Lessee must provide written notice to Lessor. Lessor will rely on this information to determine applicability of Service Member's Civil Relief Act.

**38. RELEASE OF INFORMATION.** Lessee hereby authorizes Lessor to release any information regarding Lessee and Lessee's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

IN WITNESS WHEREOF, the undersigned have set their hands on the dates below written.

Executed by Lessor on \_\_\_\_ (DATE), 2009 Executed by Lessee on \_\_\_\_ (DATE), 2009

LESSOR: \_\_\_\_\_ LESSEE: \_\_\_\_\_

**Required Information:** Email: \_\_\_\_\_ DOB: \_\_\_\_\_  
Social Security No. \_\_\_\_\_ D.L. No. \_\_\_\_\_ St \_\_\_\_\_  
Telephone Nos. (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Emergency Telephone No. \_\_\_\_\_

**Lessee agrees to maintain valid contact information as shown above at all times during the term of this agreement.**

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