



RENTAL AGREEMENT

STORE CODE: _____

ADDENDUM#: _____

DATE: _____

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self storage facility identified by Addendum as agent for Owner, (hereinafter called "Owner") and Occupant identified by Addendum, (hereinafter called "Occupant"), whose last known address is set forth by Addendum. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a Space in the self storage facility, situated in the city and county listed by Addendum, hereinafter referred to as "Space". Said Space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

1. RENT. "Space", as used in this Agreement, will be that part of the self storage facility as set forth by Addendum. The Occupant agrees to pay the Owner, for the use of the Space and improvement thereon, the monthly sum as set forth by Addendum as the Monthly Rate. Monthly installments are payable in advance at the office of the self storage facility on or before the rental due date and a like amount for each month thereafter, until the termination of this Agreement. Owner acknowledges receipt of the sum as set forth by Addendum showing payment through the date as set forth by Addendum. If any monthly installment is not paid within ten (10) days from the due date, or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Agreement or Occupant's breach of the peace. In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Owner may place a different padlock on the rented premises over which only the Owner and his agents have control. Occupant agrees and understands that partial payments made to cure a default for non payment of rent will not delay or stop the foreclosure and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. **Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property.**

2. DENIAL OF ACCESS. If rent is not paid within five (5) days of the monthly due date, Owner may without notice, deny the Occupant access to the property located in the self storage facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space, or who fails to supply to Owner written authorization from the Occupant to enter the Space. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

3. FEES. Concurrently with the execution of this Agreement, Occupant shall pay to Owner a nonrefundable New Account Administration Fee in the amount as set forth by Addendum. A bill for the monthly rent may not be sent to you, and Occupant may elect to pay an additional fee as set forth by Addendum as Invoice Fee. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after five (5) days from the rental due date, Occupant shall pay to Owner an additional sum of \$10 as a late fee for each month rent is past due, such amount being considered liquidated damages. Furthermore, if any monthly rent payment is received after fourteen (14) days from the rental due date, an additional \$40 late fee will be assessed. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. Owner does not waive any rights under the law for non-payment of rent. Said late charges are due and payable without demand from Owner. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge as set forth by Addendum as NSF fee. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee as set forth by Addendum as Sale Fee. If Occupant's lock must be cut, Occupant shall be responsible for Lock Cut Fee of \$25.

4. DEPOSIT. Occupant further agrees to pay up to the sum of \$25.00, shown as a Cleaning Fund as set forth by Addendum, which shall be used as a clean-up and maintenance fund, and is to be used, if required, for the repair of any damage done to the Space or the facility and to clean up the Space at the termination of the Agreement. In the event that the Space is left in a good state of repair, and in a broom-swept condition, then this amount shall be refunded to the Occupant. Said amount need not be held in a separate account and shall be refunded to Occupant without interest and within a reasonable time if a written request is received from Occupant within thirty days after termination. However, it is agreed to between the parties that the Owner may set off any claims it may have against the Occupant from this fund, including unpaid rent and other charges.

5. USE AND COMPLIANCE WITH LAW. (a) The Space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorless, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space that would cause danger or nuisance to the Space or facility. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space, and will keep the Space in good condition during the term of the Agreement. The Occupant agrees not to store jewelry, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Occupant. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Space. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated or disposed of on or in the premises, or if the premises become contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by Occupant. (b) Occupant agrees not to conduct any business out of Space, and further agrees that the Space is not to be used for any type of work shop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the Space. Use of any utilities on premises is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility Charge as set forth by Addendum. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate TERMINATION of this Agreement and shall cancel Occupant's right of Occupancy. Occupant agrees to hold Owner, other Occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this provision.

6. CONDITION AND ALTERATION OF PREMISES. Occupant assumes responsibility for having examined the premises and hereby accepts it AS IS, being in good order and condition and agrees to pay Owner promptly for any repairs to the Space resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. Occupant shall make no alterations or improvements to the Space without prior written consent of Owner. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Occupant shall notify Owner immediately of any damage or defect to the Space. If Occupant causes any damage to the premises, it may be denied access to its Space until payment is made for the cost to repair. Occupant agrees that should it cause any damage to the rented Space or the facility premises that it will pay the invoice provided by the Owner for the costs to repair said damage within five (5) days of receipt. The Owner shall have the right, upon nonpayment, to add the amount of said invoice to the Occupant's account as rent. Occupant agrees and understands that its failure to pay said invoice may result in a default under the Occupant's lease resulting in the possible foreclosure and sale of the Occupant's personal property; or Owner may use a collection agency to collect unpaid invoices if Occupant has moved out.

7. LIMITATION OF VALUE. Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless Owner has given permission in writing for Occupant to store property exceeding that value. Occupant agrees that the maximum liability of Owner to Occupant for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is the total value referenced above. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.

8. ABANDONMENT. This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant 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 Owner's discretion that the items in the unit have little or no value. Any property left in the Space may be disposed of by the Owner. **Rent paid for month in which Occupant moves out early shall not be refunded.** THERE ARE NO RENT REFUNDS.

9. TERMINATION. This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party a five (5) day advanced written notice of its intentions to terminate the Agreement. Termination is permitted without advanced notice arising from Occupant's breach of the peace. Upon termination of this Agreement, Occupant shall remove all personal property from the Space and shall deliver possession of the Space to Owner unless such property is subject to Owner's lien rights as referenced in this Agreement. Occupant agrees that space shall be left in a broom-swept condition. Should Occupant leave any property in the space, or if Owner shall be required to perform any repairs to the Space, Occupant agrees to pay all costs incurred by the Owner for said cleanout and/or repair, or Owner may use a collection agency to collect unpaid invoices if Occupant has moved out. If Occupant fails to fully remove its property from the Space within the time required, Occupant shall be an Occupant at sufferance and Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant'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.

10. OCCUPANT'S RISK OF LOSS, INSURANCE, AND PERSONAL INJURY. (a) **Risk of Loss.** No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in the Occupant, and all property stored within or on the Space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the Space. Occupant shall assume full responsibility for who has the keys and access to the Space. Owner and Owner's employees and agents shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, hurricanes, rain, tornados, explosions, terrorist acts, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Due to the excessively humid climate conditions Owner shall not be responsible for any damages whatsoever caused or contributed to by mold or mildew or moisture related contamination. (b) **Insurance.** THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatsoever nature. Occupant agrees to obtain insurance coverage for 100% of the actual cash value of Occupant's property stored in or on the Space, or Occupant agrees to be self-insured. Insurance on Occupant's property is a material condition of this Agreement, and Occupant assumes all risk of loss, damage, or theft to stored property that would be covered by such insurance. Insurance carried by the Owner shall be for the sole benefit of the Owner and Occupant shall make no claim whatsoever against Owner's insurance. Occupant Agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause. (c) **Personal Injury.** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage Space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

SELF STORAGE FACILITY MANAGER

OCCUPANT - SIGNATURE

PRINT NAME

NOTICE TO OCCUPANT: 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 OCCUPANT HEREBY ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

11. INDEMNIFICATION OF OWNER. Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees arising from Occupant's lease of the Space on the facility, or from any activity, work or thing done, permitted or suffered by Occupant in or on the Space or about the facility. In the event that the Space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the Space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost, or expense of Owner in connection with such removal and storage. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.

12. OWNER'S RIGHT TO ENTER. In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement, or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into and upon the Space and the Owner reserves the right to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.

13. OWNER'S LIEN RIGHTS. OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "ILLINOIS SELF SERVICE STORAGE FACILITY ACT" 770 ILCS 95/1-95/7. THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES. IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE.

14. 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 Owner by Occupant to secure the payment and performance of Occupant's default hereunder. Owner, 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 Owner retains its Owner's statutory lien. All rights of Owner 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. Occupant hereby waives and renounces its right to the benefit of the exemptions provided under Illinois law as amended.

15. OCCUPANT'S LIABILITY. In the event of default or foreclosure, it is understood and agreed that the liability of Occupant 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 Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner.

16. ASSIGNMENT AND SUBLETTING. Occupant shall not assign this Agreement or sublet the whole or any portion of the Space rented hereunder.

17. WAIVER/ENFORCEABILITY. In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

18. ATTORNEY'S FEES. In the event Owner obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

19. SUCCESSION. This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.

20. GOVERNING LAW. This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Illinois.

21. WAIVER OF JURY TRIAL. Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with this Agreement, Occupant's use or occupancy of the Space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

22. LIMITED WARRANTY. This Agreement and its Addendum contain the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make warranties about the Space, premises, and facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased Space, premises, and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space, premises, and facility, and that Occupant accepts such leased Space, premises, and facility AS IS and WITH ALL FAULTS. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space.

23. RULES. Occupant agrees to be bound by the Rules and Regulations as posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.

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

25. 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 Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

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

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

28. CLIMATE CONTROL. Climate controlled spaces are heated and cooled dependent on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.

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

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

31. PRIVACY OF INFORMATION. I agree that any personal information provided will be used by Owner only for the purposes of communicating about Owner's services and products and for invoicing and collecting payments for the services rendered by Owner.

INITIALS - MANAGER

INITIALS - OCCUPANT