

Lakeshore Mini Storage LLC
RENTAL AGREEMENT TERMS & CONDITIONS

A. USAGE:

This Unit is to be used and occupied only for the purpose of storage of personal property, and for no other purpose. Tenant is prohibited from utilizing the Unit for residential purposes, and from storing living or deceased animals, flammable chemicals, paint, or any other hazardous material, or any other material, the storage of which in a self-storage Unit violates the applicable zoning or fire regulations. Fire damaged items, tires and food are also prohibited. No painted or other signs shall be placed on the premises without consent of the Lessor. Lessee shall not engage in any rummage sales on the property of the Lessor, Lessee shall not store any items outside of the storage unit nor dispose of any waste outside the storage area. Lessee shall be responsible for any waste and no waste shall be disposed of on the premises.

B. RISK:

All property stored within the Unit by the Tenant shall be at the Tenant's sole risk. Landlord hereby assumes no responsibility whatsoever for all items of property stored in the storage Unit, regardless of value. Lessor shall have no liability for loss or damage to any property stored in the Unit due to any cause, including but not limited to, fire, flood, mildew, theft, rodents, or leakage. Any insurance which may be carried by Landlord or Tenant against any loss or damage to the building or its contents and other improvements situated on the premises shall be for the sole benefit of the party carrying such insurance and under its control. Each party hereby waives its right and the right of its insured of subrogation and against the other party. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, damage, expense, or claim arising out of Tenant's acts or omissions to act, and Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the act or omission to the act of other Tenants on the premises, or of the Landlord, or of any other person.

C. RENTAL PERIOD AND SECURITY DEPOSIT:

The minimum rental period is one (1) full month. All leases expire on the last day of each rental period. The management may terminate said lease at his option if Tenant is not in full compliance with the terms of this Lease, subject to Management's approval. **TENANT'S FAILURE TO VACATE THE PREMISES, REMOVE THEIR LOCK and/or RETURN PROVIDED LOCK & KEY(S) ON THE LAST DAY OF THE MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.** Abandonment of the Unit by Tenant prior to the end of a month shall not entitle Tenant to a refund of rent. After termination of the original rental period (when the Rental Agreement is operating on a monthly basis), Landlord reserves the right to adjust the rent to current rates. A returned check (NSF) is subject to a charge of \$25.00, which shall be considered part of the rent. Unit shall be in default and over locked by Management, until amount of the returned check, returned check charge, and late fee due are paid in full. Payment must be made by cash, or money order. All tenants must pay by cash, check or money order. All tenants in default or tenants having prior returned checks (NSF) must pay by cash or money order. The Monthly Rental rate, deposit amount, late charge, cut-lock, and returned check charge are each subject to increase on day 1 of each month. Tenant shall be given thirty (30) days written notice of such increases and this Lease shall be deemed to be so altered if the Tenant continues his occupancy beyond the effective date of the increase. Notice shall be deemed given when Management deposits first-class mail, postage prepaid to Tenant at address given on this Lease or official change of address. **Tenant shall apprise Management of any change in his/her mailing address in writing within twenty (20) days of such change. A new Lease does not have to be executed for any new rental rate increases.**

D. TERMINATION OF RENTAL AGREEMENT:

Upon the termination of the Rental Agreement, for whatever reason, Tenant shall provide Landlord with Tenant's current address, in writing. Tenant shall return and deliver up the Unit on the day of termination of this Agreement, for whatever reason, in a "broom clean" and in as good condition as it was when the Rental Agreement commenced, reasonable wear and tear excepted. Landlord agrees to deposit in the United States Mail the Security Deposit within twenty-one (21) days of the termination of this contract, provided the Tenant has notified Landlord within 24 hours of vacating the Unit, and Landlord is satisfied that (1) all sums due hereunder are current; and (2) the Unit is in a "broom clean" condition and (3) the Unit is not damaged. The Landlord reserves the right to deduct from the Security Deposit all reasonable costs and expenses due to damage and/or neglect.

THERE ARE NO PRORATED RENT REFUNDS IN THE EVENT THE UNIT IS VACATED BEFORE DAY 1 OF THE MONTH. If the unit is vacated on or after day 1 of the month, a full month's rent is due.

E. FAILURE TO PAY RENT:

Rental payments are due on day 1 of each month without demand. Payments made after day 7 of the month are subject to a \$20.00 Late Fee. Mailed payments must be postmarked by day 7 of the month to avoid the Late Fee. If rental payments are not paid in full within seven (7) days of the due date, Management will declare the Tenant in default. No notice need be given of default. **MANAGEMENT DOES NOT SEND OUT BILLINGS FOR MONTHLY RENTAL CHARGES.**

The Management may, at their option, take possession of the goods in the Storage Unit on or after the 7th day of the month if full payment is not received. **Taking possession of the goods shall consist of over-locking the Storage Unit door to prevent Tenant's access to the Storage Unit until all rent, late fees, NSF, and miscellaneous charges are paid in full.**

The personal property in Storage Unit may be sold to satisfy the lien if Tenant is in default. Management shall have a lien on all personal property stored within each Storage Unit as provided in WIS STATS 704.90. After a lien against the personal property in the unit arises, **ONLY A PAYMENT IN THE FULL AMOUNT OF THE LIEN WILL BE ACCEPTED TO SATISFY THE LIEN. NO PARTIAL PAYMENTS ACCEPTED. Tenants will be charged \$50 in legal fees.**

In the event Management is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Tenant agrees to pay in addition to the sums due hereunder, an additional amount as and for attorney's fees and cost incurred.

Management will have the right in the event of an emergency to enter the storage unit with whatever reasonable force is necessary. They may at their discretion, deny access to premises in case of inclement weather or emergencies.

Any right granted herein to Management may be exercised by Management's Rental Agent or other representative or agent.

H. STORAGE CONDITIONS:

The Tenant acknowledges and states that the Tenant has inspected the premises and finds the premises to be in a satisfactory condition. The size of the Leased Space is approximate and there is no abatement in rent if the Leased Space is smaller or larger than declared. The Tenant may not sublet or assign the Tenant's interest under the terms of this Rental Agreement. The Tenant acknowledges that the Landlord provides no heat or other utilities except for in Building "H" where the electrical receptacles shall not be used for anything other than illumination when visiting the unit. The Tenant agrees to abide by all rules and policies that are now in effect or that may be put into effect from time to time. The Tenant agrees that Landlord or the Landlord's agent may at any reasonable time enter to inspect the premises or to make repairs. Tenant further agrees that Landlord or the Landlord's agent may show the premises to prospective purchasers of the property, or to lending institutions or their representatives at any reasonable time, or if notice of termination of this tenancy has been given, to prospective Tenants during the twenty-one (21) day period prior to termination. Landlord reserves the right to relocate Tenant without expense to the Tenant to any unit of comparable size.

I. KEYS AND LOCKS:

If key(s) or lock are lost and not returned at end of rental period, there will be a new lock charge of \$25.00.

If a personal lock is used the Landlord will cut the lock if needed to enter the unit for non-payment of rent. A lock cutting fee of \$100.00 will be charged.

All correspondence and payments should be made to:

**Lakeshore Mini Storage LLC
PO Box 365
Manitowoc, WI 54221-0365**

Phone: 920-609-6464