

Tenant Information

Name: _____
Address: _____
City: _____ State: _____
Zip: _____ DOB: _____
Home Phone: _____ Cell: _____
Email: _____
Place of employment: _____
SS#: _____
Driver's License #: _____ State: _____
Are you in the Military? _____ Unit: _____
Service: _____ Commanding Officer: _____

Alternate Contact Information: Must be filled out

Name: _____
Address: _____
City: _____ State: _____
Zip: _____
Home Phone: _____ Cell: _____
Email: _____

Storage Space Information:

Storage Space Unit#: _____ **Size:** _____
Rent Due Date: First of the month
Rent: _____ **per month** **Security Deposit:** \$25.00
THIS WILL BE A MONTH TO MONTH CONTRACT: _____
Returned Check Charge: \$ 35.00 **per returned check**

You must notify us when you are leaving. You may lose your deposit if you do not notify us of your vacating the unit. Unit must be damage free and swept clean for the return of your deposit.

Non-Payment: Our lock will be placed on your unit on the 10th of the month, along with a \$20.00 late fee, and a \$10.00 over-lock fee. Foreclosure proceeding start on day 21 of non-payment. Additional fees start at \$400.00 and you may be placed in collections.

WE DO NOT ACCEPT PARTIAL PAYMENTS. If a partial payment is accepted, the acceptance of a partial payment does not satisfy the lien and tenants unit will be sold unless all payments are made in full.

Terms: (the "Initial Term") Should Tenant hold over and retain the Storage Space beyond the Initial Term, Landlord may elect to continue this Agreement on a month-to-month basis, or may terminate this Agreement or exercise any other available remedies available to Landlord hereunder or under applicable law. Landlord hereby agrees to lease, and Tenant hereby agrees to rent, the Storage Space stated above, and located at **248 State St., Roscommon, MI** (the "Premises"), upon all of the terms and conditions set forth in this Agreement. Tenant further agrees to comply with the Rules and Regulations issued from time to time by the Landlord concerning use of the Storage Space and conduct on the Premises. Tenant acknowledges that Landlord has a statutory lien upon all personal property, whether or not owned by the Tenant, located in the Storage Space or on the Premises ("Lien").

PUBLIC WEBSITE FOR LIEN SALE ADVERTISEMENT: www.roscommonstorage.net, or other website specified by the Landlord by written notice to the Tenant.

NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail OR by electronic mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us in writing of any change in your mailing address, phone number and/or email address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you. The Owner may communicate with Tenant and provide Tenant with any written notices required by applicable law or authorized under this agreement via electronic mail if Tenant has provided the Owner with an electronic address.

By signing this Agreement, you hereby authorize Landlord to also provide such notice to your Alternate Contact Person and any Occupant of the Storage Space. You also agree to communicate via email or text.

Tenant Signature

Wilma E. Barber

Manager Signature

Date

Date

1. **Rent:**
Tenant shall pay Landlord the monthly Rent stated above. The initial Rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are due on the Rent Due Date stated above for each calendar month. No monthly statements or reminders are required to be sent by Landlord. Tenant understands that Rent is not pro-rated at the time of move-out and a partial month's unused Rent is not refundable. Tenant understands that Rent must be paid in full each month and that Landlord does not accept partial payments. Long term rental agreements will not be refunded if tenant vacates the unit early. Rent payments made after the Landlord's normal and/or posted office business hours will be credited to the Tenant's account on the next business day. After the expiration of the Initial Term of this Agreement, the Landlord may change the Rent or any other charge or fee by giving Tenant thirty (30) days advanced written notice at the address listed in this Agreement.

2. **Charges and Fees:**
Tenant agrees to pay Landlord the Late Fee stated above if Rent is received eight (8) or more days after the Rent Due Date. Tenant agrees to pay Landlord the Returned Check Charge stated above, plus all bank charges for any dishonored or returned check. Late Fees will be applied to the Tenant's account each month Tenant's account is delinquent and shall be cumulative. Tenant shall also pay Landlord the Inventory/Sale Preparation Charge stated above to cover the costs incurred in exercising Landlord's Lien rights as provided by law. These fees and charges are considered additional Rent due under this Agreement. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account. Tenant further agrees to pay all fees as authorized by law.

3. **Security Deposit:**
In no event is Landlord obligated to apply the Security Deposit against Rent, Late Fees, Returned Check Charges or damages for the Tenant's failure to perform under this Agreement; however, Landlord may so apply the Security Deposit at its option. The Landlord's right to take possession of the Storage Space and the contents thereof for nonpayment of Rent or any other reason shall not be affected by reason of the fact that the Landlord holds the Security Deposit. To the extent that the Landlord does not apply the Security Deposit as provided herein, said Security Deposit is to be returned to Tenant timely if, and only if, Tenant: (1) gives written notice of termination of this Agreement ten (10) days prior to the date on which Tenant terminates; and (2) upon termination, Tenant timely vacates the Storage Space in a broom clean and empty condition with Tenant's lock removed and otherwise in a condition satisfactory to Landlord; and (3) Tenant has complied with the terms and conditions of this Agreement and with the Rules and Regulations issued by the Landlord from time to time. Landlord shall not be obliged to keep the Security Deposit as a separate fund.

4. **Termination:**
This Agreement expires at the end of the Initial Term, unless the Landlord agrees to continue this Agreement on a month-to-month basis. In the event this Agreement becomes a month-to-month Agreement and Tenant wishes to terminate, Tenant must give Landlord at least ten (10) days advanced written notice of terminating this Agreement. Upon vacating, Tenant must leave the Storage Space empty, broom clean, and remove Tenant's lock and otherwise in a condition satisfactory to Landlord. If Tenant fails to empty and clean Storage Space upon vacating, Tenant shall pay the actual cost of emptying and cleaning Storage Space in addition to any other amounts due to Landlord under this Agreement. Rent and other fees and charges will continue to accrue until Tenant's lock is removed from the Storage Space.

5. **Care of the Premises:**

Tenant, Tenant's agents, employees, invitees and/or guests, shall maintain the Storage Space in good condition, reasonable wear and tear excepted, and Tenant shall not perform any practices which may injure the Storage Space facility or the Premises or be a nuisance or a menace to other tenants and shall keep the Premises surrounding the Storage Space, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of property of any nature. Use of Landlord's dumpster is strictly prohibited without prior permission from the Landlord. Failure to obtain permission may result in a fee charged to Tenant's account.

Tenant is responsible for the cost to repair any and all damage to the Storage Space, security gate, and any other part of the Premises caused by Tenant, Tenant's agents, employees, invitees and/or guests.

6. Tenant Access; Owner's Right to Access; Denial of Access:

Tenant's access to the Premises and to the Storage Space may be conditioned in any manner deemed reasonably necessary by Landlord. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter the Premises.

Tenant grants Landlord or Landlord's agents access to the Storage Space upon two (2) days advanced written notice to Tenant. In the event of an emergency or nuisance, Landlord shall have the right to enter the Storage Space without notice to Tenant, and take such action as may be necessary or appropriate to preserve the Storage Space and surrounding Premises, to comply with applicable law or to enforce Landlord's rights.

Pursuant to Michigan law, Landlord may deny Tenant access to the Storage Space when Rent is more than ten (10) days past due. If the Tenant does not pay the amount necessary to satisfy the Lien and the reasonable expenses incurred by the Landlord within fourteen (14) days after the delivery of written notice thereof, Tenant's property in the Storage Space or on the Premises will be advertised for sale and will be sold at a specified time and place as allowed by law. Prior to advertising the Tenant's property for public sale, the Tenant's lock will be physically removed, an inventory will be taken of the Storage Space's contents and the Storage Space will be sealed with a Landlord's over lock.

7. Use of Storage Space:

Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Tenant agrees that Landlord does not exercise care, custody, or control over Tenant's property located in the Storage Space. Unless otherwise approved in writing by the Landlord, Tenant agrees to use the Storage Space only for the storage of property wholly owned by Tenant. In no case may Tenant reside in the Storage Space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, collectibles, heirlooms, jewelry, works of art, property having special or sentimental value to Tenant, stolen property, guns or any illegal items. Tenant hereby waives any claim for emotional or sentimental attachment to any property in the Storage Space.

Tenant agrees not to store property with a total value in excess of \$5,000 without the express written permission of the Landlord. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value. Landlord may enter the Storage Space at any time to remove and dispose of any prohibited items at Tenant's expense.

Tenant shall use electrical outlets for lighting purposes only and shall not engage in any activity that interferes with the use of the Premises by other Tenants or the Landlord. Tenant understands that the Storage Space is not heated or cooled, unless Tenant is renting a Storage Space specifically designated as such by Landlord. The use of any heating or cooling device in the Storage Space is prohibited without the express written consent of the Landlord.

8. Hazardous or Toxic Materials Prohibited:

Tenant is strictly prohibited from storing or using within the Storage Space or on the Premises any materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity under this Agreement specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of the storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the Storage Space at any time to remove and dispose of any prohibited items at Tenant's expense.

Do not smoke or litter anywhere on the property of the storage facility. No fireworks are allowed either in storage units or lighting them on site.

9. Locks:

Tenant agrees to use, and Tenant shall provide at its expense, a lock for the Storage Space of the type specified by Landlord. Tenant agrees to keep the Storage Space locked when Tenant is not present at the Premises. If Landlord does not specify a type of lock, Tenant shall provide, at Tenant's sole expense, a lock for the space which Tenant deems sufficient to secure the Storage Space. Landlord may, but is not required to, lock Tenant's Storage Space if it is found to be unlocked. Tenant may use only one (1) lock per Storage Space door and Landlord may remove any additional locks placed on the Storage Space by Tenant. Locks placed by Landlord on a Storage Space for any reason will only be removed during the Landlord's normal office business hours.

10. Insurance:

Tenant, at Tenant's expense, shall maintain an insurance policy in adequate amounts to properly insure all property stored in the Storage Space. Failure to carry such insurance is a breach of this Agreement. Tenant assumes all risk of loss to such property.

11. Release of Landlord's Liability for Property Damage:

All personal property stored within or upon the Storage Space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and employees shall not be liable to Tenant, and are hereby released from liability, for any loss or damage to Tenant's personal property stored in the Storage Space or on the Premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of the Landlord, Landlord's agents, or employees.

12. Release of Landlord's Liability for Bodily Injury:

Landlord, Landlord's agents and employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests, and are hereby released from liability, for any injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of Storage Space or the Premises, even if such injury is caused by the acts, omissions or negligence of the Landlord, Landlord's agents or employees.

16. Indemnification:

Tenant agrees to indemnify, hold harmless and defend Landlord and Landlord's agents and employees from all claims, demands, actions or causes of action (including actual attorney's fees and costs) that are hereinafter asserted against the Landlord or Landlord's agents or employees and arising out of Tenants use of the Storage Space and/or the Premises, including claims for Landlord's negligence, except that Tenant shall not be liable for claims arising out of Landlord's sole negligence.

13. Property Left on Premises:

Landlord may dispose of any property left in the Storage Space or on the Premises by Tenant after this Agreement expires or is terminated. Tenant shall be responsible for all costs incurred by Landlord in disposing of such property.

14. Relocation:

Landlord reserves the right to relocate Tenant, without expense to Tenant, to any other Storage Space on the Premises which is of a comparable size.

15. Sublease:

Tenant shall not assign this Agreement or sublet the Storage Space without the express written approval of the Landlord.

16. Severability:

If any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of the invalid provision and shall remain in full force and effect.

17. Governing Law:

This Agreement shall be subject to and governed by the laws of the State of Michigan.

18. Waiver:

The failure of the Landlord to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the Landlord's right to do so thereafter, nor shall it give rise to any cause of action or defense on the part of the Tenant.

19. Survival of Covenants:

The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this Agreement.

20. Rules and Regulations:

Landlord shall have the right to establish or change the hours of operation for the facility and to issue Rules and Regulations for proper conduct and good order on the Premises. Tenant agrees to comply with all such Rules and Regulations as now in effect, or as may amended from time to time by Landlord.

21. Entire Agreement:

This Agreement contains all of the understandings and agreements between the Landlord and Tenant with respect to the lease or rental of the Storage Space and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, the terms of this Agreement may be modified, amended or supplemented only in a writing which has been signed by both Landlord and Tenant.