

3. Security Deposit: Receipt is hereby acknowledged of \$ _____ as a non-interest bearing security deposit, to be used, if required, for the repair of any damage done to the leased space and to clean up the leased space at the termination of the agreement. Tenant agrees to take the leased space in its present condition and is responsible for vacating leased space in clean condition. In the event that the leased space is left in a good state of repair, empty, broom-swept, and in good rental condition and upon furnishing a forward address, this amount will be refunded to the Tenant no later than (21) days after the termination of this lease. Tenant shall not withhold payment of the last month's rent or any portion thereof on grounds that the security deposit serves as security for the unpaid rent.

Vacate Notice (form provided): Tenant agrees to give Management at least ten (10) days advance written or phoned notice prior to the last day in which you intend to vacate. Failure to do so shall constitute the forfeiture of any security deposit. **Paid rent for month in which Tenant moves out early shall not be refunded.**

The leased space named in this agreement is to be used by the Tenant solely for the purpose of storing lawful personal property belonging to the Tenant. The Tenant agrees not to store any explosives or any highly flammable goods or any other goods in the leased space which would cause damage to the leased space. The Tenant agrees that the property will not be used for any unlawful purposes and the Tenant agrees not to commit waste, not alter, or affix signs on the leased space, and will keep the leased space in good condition during the term of this agreement.

4. Personal Property Lien: Tenant grants management a lien and security interest on all personal property stored in the leased space for rent and other charges related to the personal property, including expenses necessary to the preservation, removal, storage and preparation for sale and the sale of the personal property. Management may satisfy the lien by selling the personal property as provided for in section 704.90 of the Wisconsin Statutes, if Tenant defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement.

(a) Property Left in the Storage Space: Management may dispose of any property left in the storage space or on the storage facility by Tenant after Tenant has terminated his or her tenancy. Tenant shall remove all contents from storage unit when vacating.

5. Vehicle or Boat Proof of Ownership & Insurance: Only licensed, insured, operable vehicles and trailers may be stored at facility. Tenant agrees to provide Management with proof of ownership (current registration) and insurance.

(a) Insurance: Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Management. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Management, Management's agents or employees for loss or damage to stored property.

6. Additional Rental Provisions: A new rental agreement does not have to be executed for rate increases. Management has the right to increase rents with prior written notice to Tenant. Changes in Terms: Any of the terms of this agreement may be changed by Management with fifteen (15) days written notice to Tenant.

7. Care and Custody: Tenant retains care, custody, and control of stored property. Tenant shall not store gasoline, diesel fuel, kerosene, paint thinner, or any other flammable or hazardous material, corrosive goods or any other goods in the leased space which may cause danger to the leased space or harm to the environment. No human may inhabit, and no pets or animal may be kept in the unit. Tenant shall not occupy the leased space as a residence or sleep in the unit in violation of Wis. Stats. 704.90 (2)(b). Tenant agrees not to operate any type of business venture, produce any goods or provide any service from this unit and further, agrees not to use the premises as a machine, welding, finishing, or repair shop or garage.

(a) Hazardous or Toxic Materials Prohibited: Tenant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous, toxic, or illegal under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against Management, arising out of the storage or use of any hazardous, toxic, or illegal material be Tenant, Tenant's agents, employees, invitees or guests. Management may enter the storage space at any time to remove and dispose of prohibited items.

8. Access: Management or his agent shall have the right to enter the leased space at all times which are reasonably necessary to insure the protection and preservation of the self-service facility or any personal property stored herein. Tenant agrees to open the unit at the request of Management for any and all repairs deemed necessary by Management or its contractors.

9. Transfer: Management reserves the right to change the Tenant's assigned storage unit or space and to transfer the Tenant's contents to another storage unit or space of equal or greater size with seven (7) days written notice, without cause. In the event the Tenant is unable to move the contents to the newly assigned storage unit or space, the Management will arrange to move the contents.

10. Liability: Management shall not be responsible or liable, directly or indirectly, for personal injuries or for loss or damage to any item Tenant stores in the storage unit, no matter what the cause, including, but not limited to fire, explosion, theft, vandalism, pests, wind, water damage, damage from humidity or temperature, or acts of omission or commission of negligence by any agent of the Management. Tenant hereby agrees to indemnify and hold harmless Management from any and all expense, demands, claims, actions or causes of action arising directly or indirectly from Tenants use of premises or suffered by Tenant, Tenant's family or guests in or about the premises.

(a) Release of Management's Liability for Property Damage: All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Management, Management's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Management, Management's agents or employees.

(b) Release of Management's Liability for Bodily Injury: Management, Management's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Management, Management's agents or employees.

11. Default: Any of the following events shall constitute a breach of, and default under, this Lease by Tenant:

1. If Tenant vacates or abandons the unit.
2. If Tenant fails to pay any payment within seven (7) days after the payment is due; or
3. If any check given in payment is dishonored.
4. If Tenant fails to comply with any term, covenant, or condition of this Lease within seven (7) days after it receives written notice from Management.

12. Remedies: Management shall have all or any of the following remedies upon the occurrence of any breach of, or default under this Lease by Tenant:

- (a) Management may terminate this lease.
- (b) Upon failure of Tenant to pay rent when it becomes due, the Management may, without notice, after seven (7) days from the date rent is due, deny the Tenant access to the personal property located in the self-storage facility by over-locking storage unit, charge a \$5.00 lock-out fee and pursue all other remedies afforded Management pursuant to Wisconsin law.
- (c) If Tenant does not pay in full any monthly payment within five (5) business days after payment due date, Tenant shall pay Management late charges for each delinquent payment as follows:

Late Fee Schedule -

1. First late charge: \$10.00 late charge applied if any payment is not received 5 business days after due date.
 2. Second late charge: additional \$10.00 late charge applied after the close of business on the fifteenth (15) day of the month.
- (d) Management is not required to accept partial payment(s) from the Tenant. Acceptance of partial payment(s) does not waive the Management's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting) done prior to partial payment.
 - (e) Lien sale preparation fee: Tenant shall pay a \$75.00 lien sale preparation fee to Management any time Tenant's account is in continuous default for a period of fifteen (15) days.
 - (f) If Tenant has been in default continuously for fifteen (15) days, Management may enforce its lien pursuant to Wisconsin statutes 704.90(5).

13. Surrender: The Tenant shall surrender the premises in as good condition and repair as at the commencement of the lease term, reasonable use and wear expected. Tenant agrees to notify Management or agent in writing ten (10) days prior to vacating unit. Failure to do so will result in the forfeiture of the deposit. Any property the Tenant leaves on the premises shall be deemed to have been abandoned and may either be retained by the Management as the property of Management or may be disposed of at a public or private sale as Management sees fit, without liability to the Management.

14. Collection Costs: In the event this agreement is placed in the hands of an attorney at law to enforce any covenant or provision herein, or to collect damages or rent, Tenant agrees to pay Management cost of collection including but not limited to court costs and a reasonable attorney's fee.

15. Notices: Tenant agrees that all notices called for in this agreement or by law shall be mailed to the address Tenant has provided in this rental agreement.

Change of Address: Tenant MUST furnish Management any change of address in writing, by mail within fifteen (15) days of any change.

16. Assignment: The Tenant shall not assign the lease agreement and shall not sub-let any part of the leased space.

17. Care of Facility: Tenant agrees to promptly report to Management, in writing, and promptly reimburse Management for any damages to the facility caused by the negligence misuse, or any other occurrence attributable to Tenant, Tenant agents, family or guests

18. Third Party Interest: Tenant certifies it has furnish Management with a list of names and addresses of any third parties who may own, lease, or have a security interest in, or lien upon, any personal property stored in the unit/space.

Secured Party: _____ Address: _____

Phone No.: _____ City: _____ State: _____ Zip Code: _____

19. **Modification:** No provision hereof may be waived or changed other than by written agreement, and Tenant understands that only an officer may authorize any modification or extension of any of the terms hereof.

20. **Binding Upon:** This agreement is binding upon, and shall inure to the benefit of the parties hereto, their heirs, successors, personal relatives, and assigns.

21. **Enforceability:** If one or more of the provisions of this rental agreement are deemed illegal or unenforceable, the remainder of this lease shall be unaffected and shall continue to be fully valid, binding, and enforceable.

22. **Storage of Collectibles:** Tenant agrees to store collectibles, heirlooms, jewelry, works of art or any irreplaceable property having special or sentimental value to tenant at his own risk.

23. **Outdoor Storage Use:** Outdoor storage where permitted is for the storage of boats, recreational vehicles, travel trailers, pop-up tent trailers, and any other type of vehicle the Management deems appropriate only. **Unauthorized items will be towed or removed without notice at the Tenant's sole cost and expense. No maintenance work or repairs may be performed on the parking facility whatsoever.**

24. **Outdoor Security:** The outside storage area is not under video surveillance. No security monitoring is either expressed or implied for the outside storage area. Please remove all valuables and keep your vehicle or trailer locked at all times.

25. **Rules:** Tenant shall comply with any and all reasonable rules and regulations established by the Management.

26. **No Oral Agreements:** This rental agreement contains the entire agreement between Management and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Tenant's property, and that Tenant has made his own determination of such matters solely from inspection of the storage space and the facility. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Management or by Management's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that this agreement may be modified only in writing, signed by both parties.

27. **Tenant's Use of Lock:** For Security Purposes, Management supplies for Tenant's Use (\$5.00 security fee) a cylinder (barrel) lock and three (3) keys for each unit, **(Management DOES NOT retain a key)**. In the event leased space remains unlocked, the Management shall have the right to secure the leased space with a lock of its own and at the Tenant's expense. Management is not required to lock unlocked lease spaces. Tenant shall pay a twenty (\$20.00) dollar fee if the Management is required to drill out and replace lock.

UPON MOVE-OUT, TENANT AGREES TO LEAVE LOCK AND KEYS INSIDE OF THE STORAGE UNIT.

TENANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS FOUR (4) PAGE AGREEMENT.

McKenzie Lakes Storage

Accepted and Agreed to

Management/Agent

TenantSignature

Tenant Signature

Date

****Management DOES NOT provide any type of insurance which would protect the Tenant's personal property from loss by fire, theft, or any other type casualty loss. IT IS THE TENANT'S RESPONSIBILITY TO PROVIDE THEIR OWN INSURANCE.**

_____ Initials

How did you hear about McKenzie Lakes Storage? (for our marketing records)

Please check one of the following:

Yellow Pages _____ Drive by _____ Referral _____ Past Customer _____ Newspaper/Magazine _____ Other _____