

67 STORAGE LEASE CONTRACT

270 E 1st Street, Worthington, IN 47471
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OWNER'S RIGHT TO SELL RENTER'S PROPERTY. IF YOU DO NOT PAY YOUR RENT FOR THIRTY DAYS YOU MAY LOSE YOUR PROPERTY. THE OWNER HAS THE RIGHT TO SELL YOUR PROPERTY STORED IN THIS FACILITY TO COLLECT THE UNPAID RENT.

This Agreement executed by and between 67 STORAGE herein referred to as **OWNER** and

NAME: _____ herein referred to as **RENTER**, this DATE: _____, is based on the mutual promises contained herein as follows located at 270 FIRST STREET, WORTHINGTON, IN 47471

RENTALS ARE MONTH TO MONTH BASIS FOR FULL MONTHS ONLY. NO PRORATIONS WILL APPLY MOVING IN OR VACATING UNIT. PLEASE LET US KNOW AS SOON AS YOU HAVE MOVED OUT & THE UNIT IS EMPTY & BROOM CLEANED. UNIT MUST BE COMPLETELY EMPTY & UNLOCKED IN ORDER TO INSPECT & TERMINATE RENTAL AGREEMENT & STOP BILLING. THE PADLOCKS ARE NOT PROVIDED BY THE OWNER.

1. MONTH TO MONTH TERM. OWNER hereby leases to RENTER a storage unit described as unit number _____ on a month-to-month basis beginning on DATE: _____ RENTER paying to OWNER AMOUNT: _____ per month payable in advance on the _____ day of each month thereafter (Due Date). OWNER acknowledges receipt of the first month's rent in the sum of \$ _____.

2. WHERE TO PAY/SEND RENT. RENTER must pay AUTOMATIC DEBIT ONLINE USING debit/credit cards. RENTER's failure to pay rent on the Due Date is a default under this AGREEMENT. ALL MONTHLY INVOICES ARE EMAILED TO THE ADDRESS ON FILE.

3. PAYMENT IN FULL. RENTER must pay rent in full. RENTER must pay the first month's rent when RENTER signs this Agreement. The RENTER agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of RENTER's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to RENTER. Only full payment on the RENTER's account prior to the published sale date will stop a scheduled sale of the property.

4. LOCK. RENTER is required to **use only one shank protected type lock** such as a disc padlock. **For security units found without shank protected type locks will have this type lock installed at RENTER'S expense if not remedied within 1 week of notice. Keys may be mailed to last known address on account.** Units with more than one lock may have one removed by OWNER without notice. RENTER agrees to keep the Rented Space locked during all times that RENTER is not present at the Rented Space. In the event RENTER fails to keep such a lock on the Space or RENTER'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 RENTER for any loss or damage whatsoever, and RENTER 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.

5. FEES.

a. Late Fee. Accounts more than 7 days late will be assessed a **\$15.00 per month late fee**. Accounts which are delinquent more than 1 month shall bear interest at a rate of 1.5% per month.

b. NSF Fee. If any transaction is dishonored for any reason, said late charges shall be due and payable in addition to **\$35.00** as an NSF Fee. Once OWNER receives a NSF Notice by the bank from RENTER, RENTER agrees to make all future payments: (a) in cash; (b) by money order; (c) by certified check; or (d) by credit card directly to the 67 STORAGE bank account as agreed upon by the RENTER directly to the OWNER.

c. Lien Fee. **OWNER will begin enforcement of its lien on accounts over 30 days late.** RENTER shall pay a lien fee of **\$45.00** for lock removal and inspection of unit. OWNER shall be entitled to reasonable charges for re-boxing and moving property from storage unit when OWNER deems necessary.

d. Lock Cut Fee. **Only OWNER is authorized to cut off any lock.** A fee of **\$25.00** will apply and includes a new lock. In most cases the lock can be removed the next day after RENTER's request.

e. Other Fees. Other fees charged to RENTER may be contained in Addendums to this Agreement.

6. DEFAULT: RENTER will be in default under this AGREEMENT if: (a) RENTER fails to pay rent within seven (7) days after the Due Date; or (b) RENTER fails to do anything which RENTER is obligated to do under this AGREEMENT; or (c) RENTER does anything which is prohibited by this AGREEMENT; or (d) RENTER does anything which is in violation of state, local or federal law.

7. DENIAL OF ACCESS. When rent or other charges remain unpaid for seven (7) or more days after the Due Date, unit will be over locked by OWNER and access code will become inactive. Overlocked units will be unlocked within 7 days of account being paid current or the next day upon RENTER's request. Access will be denied to any party other than the RENTER who does not retain key to lock on Space or has not supplied OWNER with written authorization from the RENTER to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. RENTER'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 RENTER's identity and inspecting vehicles that enter the premises. Additionally, if RENTER 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 RENTER to all Rented Spaces.**

8. ENFORCEMENT OF OWNER'S LIEN. Upon RENTER's failure to timely pay the Monthly Rent due hereunder or if RENTER is otherwise in default under the terms of this Agreement continuously for thirty (30) days, OWNER may begin enforcement of the OWNER'S lien described herein, which enforcement may include moving the Stored Property from the Premises to another storage space pending redemption, sale or other disposition of same. Enforcement will include the mailing to RENTER's last known address, via registered or certified mail (return receipt requested), a written notice (the Certified Enforcement Lien Letter) that includes: (i) an itemized statement of OWNER's claim showing the amount due at the time of the notice and the date when the amount became due; (ii) a demand for payment of the amount due before a specified time at least thirty (30) days after the date of the mailing of the notice; (iii) a statement that the Stored Property is subject to the OWNER's lien; (iv) a statement advising RENTER whether OWNER has denied RENTER access to the Premises; (v) a statement advising RENTER whether OWNER has removed the Stored Property from the Premises to another suitable storage space; (vi) the name, street address, and telephone number of OWNER or any other person RENTER may contact to respond to the notice; and (vii) a conspicuous statement that unless OWNER's claim is paid within the time stated in the notice, the Stored Property will be advertised for sale, or will be otherwise disposed of, at a specified place and time, which is at least ninety (90) days after RENTER's default.

9. ENDING THIS AGREEMENT. The RENTER may end this AGREEMENT by giving three (3) days written notice prior to the end of the then current rental period. The OWNER may end this AGREEMENT by giving ten (10) days written notice prior to the end of the then current rental period. If neither OWNER nor RENTER gives notice to end this AGREEMENT, then this AGREEMENT is extended from month-to-month on the same terms. OWNER may immediately terminate RENTER's Agreement if RENTER is in breach of the Agreement. RENTER agrees to return the Rented Space in a broom-clean condition. RENTER must give OWNER a written notice that RENTER is out of RENTER's space or else this AGREEMENT will not end. Upon termination of this Agreement, the RENTER shall remove all personal property from the Space and shall deliver possession of the Space to the OWNER on the day of termination. If the RENTER fails to fully remove its property from the Space on the day of termination, the OWNER, at its option, may without further notice or demand, either directly or through legal process, reenter the RENTER's Space and remove all property there from without being deemed guilty in any manner of trespassing or conversion. All items left in the Space or on the Property after vacating will be deemed to be of no value to the RENTER and will be discarded by the OWNER at the expense of the RENTER. RENTER will be responsible for each month's rent until **move out notice** is given and **all items and padlock removed from unit.** **Rent is for full months only. No proration's will apply.**

10. USE. RENTER agrees to use the Rented Space only for storing household or business items that RENTER owns. RENTER agrees not to use the Rented Space for: (a) residential use; (b) cooking; (c) sleeping; (d) drinking of alcoholic beverages; (e) consuming or manufacturing drugs; (f) anything that violates any local, county, state or federal law. RENTER agrees not to store at the Rented Space: (a) foodstuffs; (b) animals; (c) perishable goods; (d) hazardous substances; (e) flammable materials; (f) explosives; (g) property with sentimental value or emotional attachment; (h) anything that would violate any local, state or federal law. **Outside parking rental is limited to RV's, enclosed trailers & boats. Nothing is to be stored or left outside of parked vehicles. All vehicles parked in rented spaces must be in very good appearance and parked straight and centered in the Rented Space. RENTER agrees to pay a reasonable fee to OWNER to move any vehicle not parked accordingly. All other vehicles parked unattended by vehicle owner will be towed at vehicle owners expense** Electric service for units with inside lights is only existing lighting in unit while RENTER is visiting storage unit. No other use of electricity is permitted.

11. RENTER'S PROPERTY. All property which will be stored in the Rented Space must be owned by RENTER.

12. UTILITIES. No utilities will be provided by OWNER for the Rented Space.

13. GOOD ORDER AND REPAIRS. RENTER agrees that the Rented Space is in good order and repair. RENTER agrees not to attach anything to the walls, floors or ceiling of the Rented Space. RENTER has examined the Rented Space and hereby accepts it and acknowledges it to be in good order, condition and repair. RENTER understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. RENTER agrees to pay to repair any damage to the Rented Space for damage caused by: (a) RENTER; (b) anyone RENTER lets use the Rented Space; (c) the family of RENTER; or (d) visitors of RENTER. **RENTER is responsible for damage to unit**, including but not limited to, dents, scratches, floor stains, and damaged doors and latches. OWNER has the right to declare any such costs to repair as rent and non-payment of said costs to entitle OWNER to deny RENTER access to the Space.

14. OWNER'S ACCESS TO THE RENTED SPACE. RENTER shall allow, upon a reasonable request from the OWNER, the entry into the Rented Space for the purpose of: 1) inspection, 2) repair, 3) alteration, 4) improvement, or 5) providing other services that are necessary or were agreed to by the RENTER. If an emergency occurs, an OWNER may enter a Rented Space for any purpose set forth in this section without notice to or consent from the RENTER.

15. RULES AND REGULATIONS. OWNER may make and post rules and regulations which apply to the Rented Space. RENTER agrees to follow all such rules and regulations.

16. OWNER RESPONSIBILITY. OWNER is not responsible for any of the following: (a) Any damage, injury or death to RENTER or to the family, friends, employees or visitors of RENTER 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; or (b) Any damage to any personal property in or near the Rented Space; or (c) Any claims or damages of RENTER in connection with the Rented Space for any reason. **RENTER**

releases OWNER, OWNER's agents and employees for any loss of or damage to any personal property at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, acts of God, the active or passive acts or omissions or negligence of the OWNER, OWNER's agents or employees.

17. INSURANCE FOR STORED PROPERTY. RENTER acknowledges that OWNER does not provide insurance covering RENTER'S property. RENTER agrees and understands that, as a required condition of tenancy, RENTER must maintain, at RENTER'S expense, a policy of fire and extended coverage insurance with theft, vandalism, and malicious mischief endorsements for the full value of RENTER'S property and provide proof of such coverage to OWNER. RENTER expressly agrees that the carrier of any third party insurance shall not be subrogated to any claim of RENTER against OWNER, or OWNER'S agents or employees.

18. ABANDONMENT. If RENTER abandons its stored property in the Rented Space, RENTER will be in default under this AGREEMENT. OWNER will consider RENTER to have abandoned its stored property if any of the following situations occur: (a) RENTER leaves the Rented Space without a lock; or (b) All of RENTER'S stored property in the Rented Space has been seized by process of law or (c) Upon OWNER's belief of abandonment, RENTER does not respond within 30 days of mailing to a written notice of abandonment mailed by OWNER to RENTER at RENTER's last known address. If any of these situations occur, RENTER agrees that OWNER may enter and take immediate possession of the Rented Space and dispose of any contents. RENTER hereby waives and releases any claims or actions against OWNER for disposal of personal property resulting from RENTER's abandonment. Prepaid Rent shall not be refunded.

19. ATTORNEY FEES. If OWNER hires an attorney to represent OWNER because of: (a) RENTER not following this AGREEMENT; or (b) any dispute regarding ownership of some or all of the personal property stored in the Rented Space; then RENTER shall pay the fees of OWNER's attorney and any court costs. RENTER shall also pay for any expert witness(es) of OWNER.

20. NO WARRANTIES. OWNER does not guarantee that the Rented Space and OWNER's building are safe and secure. The agents and employees of the OWNER are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The OWNER's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the RENTER. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

21. NOTICES/CHANGE OF ADDRESS. If RENTER has to tell OWNER anything, RENTER should tell OWNER in writing. Similarly, if OWNER has to tell RENTER anything, OWNER should tell RENTER in writing. All notices should be first-class mail, with postage paid, to the address provided. OWNER reserves the right to send notices to the RENTER via e-mail. All statutory notices shall be sent as required by law. OWNER or RENTER can change their address by giving a written notice of change of address. OWNER only has to send notice to RENTER'S last known address. RENTER'S last known address is the address written on Info Sheet or, if RENTER has moved since signing this AGREEMENT, the last address provided in writing by RENTER to OWNER. RENTER hereby consents to OWNER phoning, faxing, and e-mailing RENTER with business-related communications.

22. CHANGES. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the OWNER upon thirty (30) days prior written notice to the RENTER. If the RENTER does not give notice of termination, the change shall become effective on the date stated in the OWNER's notice and shall apply thereafter.

23. SUB-LETTING RENTER shall not let anyone else use the Rented Space.

24. SUCCESSION. All of the provisions of this AGREEMENT shall apply to, bind and be obligatory upon OWNER and RENTER and the respective heirs, executors, administrators, representatives, successors and assigns of OWNER and RENTER.

25. NO WAIVER. If OWNER waives any of the obligations or duties of RENTER under this AGREEMENT, such waiver will not waive any of the other obligations and duties of RENTER under this Agreement.

26. WAIVER OF JURY TRIAL. OWNER and RENTER each waive their rights to a trial by jury in connection with any cause of action, claim or counterclaim brought by either OWNER against RENTER or by RENTER against OWNER.

27. LIMITATION OF VALUE. RENTER agrees that the total value of all property stored by RENTER in the Rented Space will not exceed \$2,500 unless: (a) RENTER and OWNER sign the Addendum for Storage of Property Having a Value in Excess of \$2,500 AND (b) RENTER has provided proof of insurance to OWNER to cover the value of the stored property. RENTER agrees that the maximum amount that RENTER could recover from OWNER in any lawsuit by RENTER is \$2,500, including but not limited to any lawsuit which claims that OWNER improperly sold the contents of the Rented Space. Nothing in this section will create any liability on the part of OWNER to RENTER for any loss or damage to RENTER's property, regardless of the cause.

28. RENTER'S LIABILITY. In the event of a lien sale of RENTER's property in the Rented Space, it is understood and agreed that the liability of the RENTER for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The OWNER may use a collection agency thereafter to secure any remaining balance owed by the RENTER after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the OWNER may dispose of said property in any manner considered appropriate by the OWNER.

29. GOVERNING LAW. This Agreement and any actions between the parties shall be governed by the laws of the State of Indiana.

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

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

32. SAFETY RULES. RENTER agrees to maintain idle speed only (**3 mph speed limit**) while driving on storage property. **Children on storage property must be very closely supervised** by parent or guardian. Pets are only allowed while RENTERS are visiting storage unit and must be confined to RENTER's vehicle or on a leash. RENTER is responsible to remove/treat snow and ice in any area RENTER uses on the property.

33. SERVICE MEMBERS CIVIL RELIEF ACT. Is RENTER or SPOUSE a member of the U.S. Military, Reserves or National Guard? YES: _____ NO: _____ IF YES, WHICH BRANCH: _____

If YES, RENTER should complete and sign the Service members Civil Relief Act Addendum attached to this Agreement.

ENTIRE AGREEMENT. This AGREEMENT is the complete statement of the agreement between OWNER and RENTER regarding the RENTED SPACE. This AGREEMENT can only change by a written agreement signed by OWNER and RENTER.

NOTICE TO RENTER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND IT. THIS AGREEMENT LIMITS THE OWNER'S LIABILITY FOR LOSS OF OR DAMAGE TO YOUR STORED PERSONAL PROPERTY. IF YOU HAVE ANY QUESTIONS CONCERNING ITS LEGAL EFFECT, CONSULT YOUR LEGAL ADVISOR. KEEP A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE. YOU ACKNOWLEDGE BY SIGNING THIS AGREEMENT THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT AND HAVE RECEIVED A COPY OF THE SIGNED AGREEMENT.

X

Tenant Signature: _____

NAME: _____

ADDRESS: _____ CITY: _____ ZIP CODE: _____

Home Phone: _____

Email: _____

(Monthly invoices will be emailed to this address)

Monthly Amount Due: _____

