

Airport Road Storage - Indoor Storage Rental Agreement

INWITNESS WHEREOF, the parties hereto have executed this Rental Agreement on date: _____

Address: 3770 Airport Road, Waterford MI 48329

Phone: 248-623-4000

OWNER: AIRPORT ROAD MINI STORAGE, L.L.C.

GATE HOURS 6AM - 10PM EST. The gate LOCKS at 10PM.

OCCUPANT:

Name: _____

Street: _____

Phone #: _____ City, State,

Zip: _____

Work/Cell #: _____ Drivers License #:

Email: _____

Signature: _____

Alternate Contact:

Name: _____ Phone #:

Units being auctioned will be advertised at airportrdstorage.com

THIS RENTAL AGREEMENT is executed in duplicate by and between Airport Road Mini Storage, L.L.C. ("Owner") and occupant named below, ("Occupant") whose residence and alternate addresses are set forth above, for the purpose of leasing or renting certain space, as hereinafter described and with the express understanding and agreement that no bailment or

deposit of goods for safekeeping is intended or created hereunder. IT IS AGREED BY AND BETWEEN OWNER AND OCCUPANT AS FOLLOWS:

1. DESCRIPTION OF PREMISES. Owner leases to Occupant and Occupant leases from Owner Enclosed Space No. _____ (hereinafter the "Premises") located at the above referenced address of Owner and included in a larger facility at such address containing similar leased real property and common areas for the use of Occupant and other occupants (the entire facility is hereinafter referred to as the "Project"). Occupant has examined the Premises and the Project and agrees that the Premises and the common areas of the Project are satisfactory for purposes, including the safety and security thereof, for which Occupant shall use the Premises or the common areas of the Project. For the convenience and benefit of Owner and all occupants of the Project and to enable Owner to offer this Rental Agreement to Occupant on the terms and charges provided for in this Rental Agreement, Occupant shall have access to the Premises and the common areas of the Project only during such hours and days as are regularly posted at the Project.

2. TERM. The term of this Rental Agreement shall commence as of the date first above written and shall continue from the first day of the month immediately following on a month-to-month occupancy.

3. RENT. Occupant shall pay Owner as a monthly rent, without deduction, prior notice, demand or billing statement, the sum of \$ _____, plus other charges delineated in this agreement in advance on the Due Date of each month throughout the term of this Lease. All charges due in pursuance of this lease shall be due and payable in lump sum on the Due Date of every month during the term of this Agreement. Checks should be dropped off or mailed to the central office of the Lessor at 3700 Airport Road, Waterford, MI 48329. (Please make a note of the unit number on the check.) If the term of this Rental Agreement shall commence other than on the first day of the month, Occupant shall owe a pro rata portion of the first month's rent, and Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first month's rent. With respect to any month-to-month occupancy, the monthly rent may be adjusted by Owner effective the month following written notice by Owner to Occupant specifying such adjustment, which such notice shall be given not less than ten (10) days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Rental Agreement and all other terms of this Rental Agreement shall remain in full force and effect.

4. FEES AND DEPOSITS. a. All rent shall be paid in advance on the first day of each month (the due date) and in the event Occupant shall fail to pay the rent by the 5th day of the month, Occupant shall pay, in addition to any other amounts due, a late charge of \$25.00. b. Concurrently with the execution hereof, Occupant shall deposit with Owner \$ _____ 0.00 _____ to secure Occupant's performance pursuant to the provisions of this Rental Agreement. Owner may commingle the deposit with funds in its general accounts, and may, at Owner's election, apply the deposit to any amounts due and unpaid by Occupant hereunder. The balance of the deposit shall be returned to Occupant without interest, within two (2) weeks after the termination of this Rental Agreement providing that Occupant is not in

default hereunder, or there is damage or excess cleanup required as provided for elsewhere herein.

5. USE OF PREMISES AND COMPLIANCE WITH LAW. Occupant shall not store on the Premises personal property in or to which any other person has any right, title or interest. It is understood and agreed that Occupant may store personal property of various types and values in, on, or about the Premises without Owner's knowledge, supervisions, or control, and the value of which may be difficult or impossible to ascertain. Accordingly, the aggregate value of all personal property stored in, on or about the Premises shall in no event be deemed to exceed \$5,000.00: however, it is further understood and agreed that Occupant may store personal property with substantially less or no aggregate value and nothing herein contained shall constitute or evidence any agreement or admission by Owner that the aggregate value of all such personal property is, will be, or is expected to be, at or near \$5,000.00. It is specifically understood and agreed that Owner need not be concerned with the kind, quantity or value of personal property or other goods stored by Occupant in or about the Premises pursuant to this Rental Agreement. Occupant shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous materials, nor perform any welding or other work other than loading or unloading Occupant's space on the Premises or in the Project. Occupant shall not store any personal property on the Premises which would result in the violation of any law or any governmental authority and Occupant shall comply with the laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises or the use thereof. Occupant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other occupants in the Project. All terms and conditions have been explained and I have received a complete copy of the rental agreement and its terms.

Customer Signature: _____

Email Units being auctioned will be advertised at airportrdstorage.com Occupant acknowledges and agrees that the Premises and the Project are not suitable for the storage of heirlooms or precious, invaluable, or irreplaceable property such as books, records, writings, works of art, objects for which no immediate resale market exists and objects which are claimed to have special or emotional value to Occupant. Occupant agrees that the value of any such item shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the Premise may be used for storage, only, and that use of the Premises for the conduct of a business or for human or animal habitation is specifically prohibited.

6. INSURANCE. Occupant, at Occupant's sole expense, shall maintain on all personal property in, on or about the Premises, to the extent of at least 100% of the actual cash value of such personal property, a policy or policies of insurance covering damage by fire, extended coverage perils, vandalism and burglary. Occupant shall obtain insurance from the insurance company of Occupant's choice. To the extent Occupant does not maintain insurance for the full value of the personal property stored in the Enclosed Space and Open Storage Space, Occupant shall be deemed to have "self-insured". To the extent that Occupant has

“self-insured”, Occupant shall bear all risk of loss or damage. Occupant hereby releases Owner and Owner’s agents and authorized representatives and employees (hereinafter collectively referred to as “Owner’s Agents”) from any and all claims for damage or loss to the personal property in, on or about the Premises, that are caused by or result from perils that are, or would be, covered under the required insurance and hereby waives any and all rights of recovery against Owner and Owner’s Agents in connection with any damage which is or would be covered by any such insurance. While information may be made available to Occupant with respect to insurance, such information is provided for Occupant’s benefit, only, and does not benefit Owner. Owner has no duty to provide insurance information, and Occupant understands and agrees that Owner and Owner’s Agents are not insurers, insurance agents, insurance brokers or insurance solicitors and do not assist and have not assisted Occupant in the explanation of coverage or in the making of claims under any insurance policy. Nothing in this paragraph shall limit or reduce the rights and benefits of Owner under paragraph 7.

7. LIMITATION OF OWNER’S LIABILITY; INDEMNITY. Owner and Owner’s Agents shall not be liable to Occupant for any damage, loss or personal injury to Occupant or to any person or property stored in, on or about the Premises or the Project, arising from any cause whatsoever, including, but not limited to theft, fire, mysterious disappearance, birds, any animals, rodents, acts of God or the active or passive acts, omissions or negligence of Owner or Owner’s Agents, except that Owner or Owner’s Agents, as the case may be, may, except as otherwise provided in paragraph 6, be liable to Occupant for damage, loss or personal injury to Occupant or Occupant’s property resulting from Owner’s Agents’ fraud, willful injury, or willful violation of law. Occupant shall indemnify and hold Owner and Owner’s Agents harmless from any and all damage, loss, or personal injury arising out of or in connection with any damage, loss or personal injury to any person or property, occurring in, on or about the Premises or the Project, arising in any way out of the Occupant’s use of the premises, whether occasioned by Owner or Owner’s Agents’ active or passive acts, omission or negligence or otherwise, other than damage, loss, or personal injury in connection with Owner’s or Owner’s Agents’ fraud, willful injury or willful violation of law. Notwithstanding anything contained in this Rental Agreement, in no event shall Owner or Owner’s Agents be liable to Occupant in an amount in excess of \$5,000.00 for any damage, loss or personal injury to any person, Occupant or any property stored in, on or about the Premises or the project arising from any cause whatsoever, including, but not limited to, Owner’s or Owner’s Agents’ active or passive acts, omissions or negligence. During all times Occupant shall retain control over the stored property. The facility owner exercises neither care, custody, nor control over Occupant’s property.

8. ENTIRE AGREEMENT. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner or Owner’s Agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein.

9. OWNER’S LIEN. If rent or other charges due under this Rental Agreement are delinquent 10 days after the due date, Owner may terminate Occupant’s right to use the Premises. As authorized in the Michigan Self-Service Storage Facility Act (P.A. 1985, No. 148; MCLA 570.521, et. seq.) Owner may then send Occupant a Notice of Intended Sale to Satisfy Lien.

Occupant's property in or on the Premises or Project will be subject to a lien in favor of Owner and may be sold by Owner to satisfy the lien if the Occupant does not vacate Premises and Project within 15 days after delivery of the Notice or if the rent or other charges remain due and are not paid within 30 days after delivery of the Notice. 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 and by certified 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 of any change in your mailing 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. (MCL Sec. 570.524)

10. ABANDONMENT OF OCCUPANT'S PROPERTY. Any personal property of Occupant which shall remain in or on the Premises or at the Project after the expiration or termination of this Rental Agreement (other than the termination of this Rental Agreement while a default by occupant exists) shall be considered abandoned at the option of Owner, and if abandoned, Owner may sell or otherwise dispose of Occupant's property in order to satisfy Owner's lien.

11. ALTERATIONS. Occupant shall not make or allow any alterations of any kind or description whatsoever to the Premises, without, in each instance, the prior written consent of the Owner.

12. LOCK. Occupant shall provide, at Occupant's own expense, a lock for the Premises which Occupant, in Occupant's sole discretion, deems sufficient to secure the Premises. Occupant shall not provide Owner or Owner's Agents with a key and/or combination to Occupant's lock.

13. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES. Occupant shall grant Owner, Owner's Agents or the representatives of any governmental authority, including police and fire officials, access to the Premises upon three day's prior written notice to Occupant for purposes of inspections and making repairs and alterations of the Premises, for purposes of inspecting Occupant's personal property to determine whether property limited or restricted by the terms of this Rental Agreement is improperly located on the Premises, and for the purpose of determining if Occupant has abandoned the Premises. In the event Occupant shall not grant access to the Premises as required or in the event of an emergency or upon default of any Occupant's obligations under this Rental Agreement, Owner, Owner's Agents or the representatives of any governmental authority shall have the right to remove Occupant's lock and enter the Premises for the purpose of examining the Premises or the contents thereof or for the purpose of making repairs or alterations to the Premises and taking such other action as may be necessary or appropriate to preserve the Premises or to comply with applicable law or enforce any of Owner's rights. In the event of any damage or injury to the Premises or the Project arising from the active or passive acts, omissions or negligence of Occupant, all expenses reasonably incurred by Owner to repair or restore the Premises or Project shall be paid by Occupant as additional rent and shall be due upon demand by Owner.

14. NO WARRANTIES. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, conditions, safety or security of the Premises and the Project and Occupant hereby acknowledges, as provided in paragraph 1 above, that

Occupant has inspected the Premises and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Premises or of any property stored therein. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior agreements or understandings with respect thereto.

15. TERMINATION. This Rental Agreement shall terminate at the expiration of any term of this Rental Agreement by the party desiring to terminate this Rental Agreement giving written notice by certified or registered mail to the other party of such party's intention to terminate not less than seven days before expiration of the term. Further, this Rental Agreement may, at the option of Owner, be terminated upon any default by Occupant under the terms of this Rental Agreement or the abandonment of the Premises by occupant, or the Owner's acceptance of Occupant's oral offer to terminate given not less than two days before the proposed date of termination.

16. CONDITIONS OF PREMISES UPON TERMINATION. Upon termination of this Rental Agreement, Occupant shall remove all Occupant's personal property from the Premises unless such property is subject to Owner's lien rights pursuant to paragraph 9 and shall immediately deliver possession of the Premises to Owner in the same condition as delivered to Occupant on the commencement date of this Rental Agreement, reasonable wear and tear expected. Occupant shall forfeit their security deposit if unit is excessively dirty, oil or other chemical spots or stains are left on the floor, interior partitions are damaged, or the exterior door or latch is damaged. If the Security Deposit is insufficient, Occupant agrees to pay all reasonable costs necessary to repair any damages, and Owner's lien shall attach to any of Occupant's property located on the premises to secure such costs.

17. NOTICES. Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereon fully prepaid and addressed in accordance with the provisions hereof.

18. NOTIFICATION OF CHANGE OF ADDRESS. In the event Occupant shall change Occupant's place of residence or alternate address from the places hereinabove set forth, Occupant shall give Owner written notice of any change within ten days of the change, specifying Occupant's current residence and alternate address and telephone numbers.

19. ASSIGNMENT. Occupant shall not assign or sublease the Premises or any portion thereof without in each instance the prior written consent of Owner.

20. SUCCESSION. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

21. CONSTRUCTION. This Rental Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement.

22. TIME. Time is of the essence of this Rental Agreement.

23. RULES AND REGULATIONS. The rules and regulations posted in a conspicuous place at the Project are made a part of this Rental Agreement and Occupant shall comply at all times with such rules and regulations. Owner shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises, Project and all common areas, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Project they shall become a part of this Rental Agreement.

Customer Signature: _____

Airport Road Mini Storage, L.L.C.

Some important facts regarding your lease; for additional information please read your lease for further details.

1. Rent is DUE by the first of the month.
2. \$25.00 late charge after the 5th.
3. Access to your unit is from the hours of **6AM to 10PM** seven days a week.
4. If your rent is delinquent 10 days, we will lock your unit and terminate your right to use the premises.
5. Notify us of address change within 10 days.
6. You provide your own locks and insurance (In no event will the mini-storage be liable to the occupant for an amount in excess of \$5,000.)
7. Do not store any FOOD, FLAMMABLE, or DANGEROUS MATERIALS (See Lease Agreement Item #5 for details)
8. Do not perform any welding or other work in the unit other than loading or unloading.
9. Do not make any alterations or attachments without written consent from owner.
10. Do not assign or sublet the unit without written consent.
11. **TERMINATE** this agreement with a **7 day notice**.

Customer Signature: _____