

## RENTAL AGREEMENT FOR SELF STORAGE SPACE

Lease Date	Initial Term	Unit Number	Access Code	Unit Size	Monthly Rent	Amount Paid	Next Payment Due
		#	*			✓ C \$	

LESSEE Name: \_\_\_\_\_

LESSOR: Mill Creek Self Storage  
120 N. Mill Creek Road  
Noblesville, In 46062  
(317) 770 - 0077

Address: \_\_\_\_\_

City State, Zip: \_\_\_\_\_

Ph: (H) \_\_\_\_\_ (W/Cell) \_\_\_\_\_

Email: \_\_\_\_\_

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor on the terms set forth below, the leased self storage space (herein after "Leased Space" or "Leased Storage Space") described above in the self service storage facility (also known as the "Premises"). The Leased Space is to be occupied and used for the purpose of storing personal property, as further specified herein, and is subject to all conditions and terms set forth herein. **All fees, including rent, late fees, and truck rental must be paid within 7 days of vacating the Leased Storage Space. Payments are applied to miscellaneous charges and late fees first, then to rent fees. Late fees continue to accrue until all fees are paid.** This Rental Agreement is entered into with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. **Lessee's current address and phone number is required for the duration of this lease. Changes are to be sent in writing to Lessor.**

LESSEE

LESSOR

By: \_\_\_\_\_

Mill Creek Self Storage

Printed: \_\_\_\_\_

By: \_\_\_\_\_

Alternate: \_\_\_\_\_

Title: \_\_\_\_\_

1. TERM. This Lease shall be for a term commencing and terminating as stated above unless extended, which extension shall be on a month to month basis and which shall occur automatically if notice to terminate is not given by the tenth (10th) day of the last term. Any extension shall terminate on the last day of the extended term designated by the Lessee in written notice of its intention to so terminate served on the Lessor no later than the tenth (10th) day of the extended term in which Lessee intends to terminate; provided, however, that Lessor may terminate any extension upon twenty (20) days written notice served upon Lessee. Upon receipt of any such notice, the Lease shall terminate on the designated termination date providing that Lessee has quietly delivered the premises in the same condition as received, reasonable wear and tear expected. No refunds are given for vacating before the end of the paid period. **Written notice of termination is required before vacating.**

2. RENT. Lessee shall pay the above Monthly Rent punctually on the beginning date and on the same date of each following calendar month. Checks or money orders are to be made payable to Mill Creek Self Storage and mailed or delivered to the manager. Without prejudice to any other of Lessor's rights and remedies, Lessor may assess reasonable charges if Lessee defaults hereunder, including charges for (i) delinquent payment of rent, (ii) return of a check that is not honored (\$20.00), (iii) failure to deliver possession upon termination, and (iv) failure to remove property upon termination. For any monthly rent payment not paid within five (5) days of the date when it is due, a twenty dollar (\$20.00) late charge will be added plus \$1.00 per day after the 5<sup>th</sup> day after when the rent is due. For any monthly payment not paid within thirty (30) days of the date when it is due, a fifteen dollar (\$15.00) pre-lien fee will be added. **There are No Refunds for prepaid rents. Payments are applied to miscellaneous charges and late fees first, then to rent fees. Late fees continue to accrue until all fees are paid.**

3. LEASEHOLD INTEREST. The Leased Storage Space herein shall consist only of the Storage Space described above. Lessor shall have the right to limit access to the Premises to such reasonable business hours as may be determined by Lessor and either posted at the entrance to the Premises, or as set forth in the Rules and Regulations. Access to the Leased Space, other than during regular business hours established by Lessor, shall be only by appointment with Lessor's manager or other designated agent. The parties acknowledge and agree that, except the circumstance of Lessee's default, Lessee has not in any manner delivered or relinquished exclusive possession of the personal property stored or used in the Leased Storage Space by entering into this Rental Agreement, and Lessee's control and dominion over such personal property is not dependent upon the cooperation of Lessor.

4. LOCKS ON LEASED STORAGE SPACE. Lessee shall keep the Leased Storage Space locked at all times, using only one lock per door. All necessary locks shall be provided by Lessee at Lessee's sole cost and expense. Should Lessee fail to lock the Leased Storage Space, Lessor may lock the Leased Storage Space with Lessor's lock and deny access to Lessee until Lessee provides a suitable lock. Under no circumstances shall Lessor be deemed under any obligation to lock the Leased Storage Space, nor shall Lessor incur any liability whatsoever as a result of any failure of Lessor to exercise its right to lock the Leased Storage Space. In the event Lessor exercises its right hereunder to lock the Leased Storage Space with Lessor's lock, Lessee shall be assessed a charge of \$15.00, or such other amount as may be specified in the Rules and Regulations, to be paid as additional rent for each such incident.

5. USE OF LEASED STORAGE SPACE. Lessee shall utilize the Leased Space only for lawful purposes, and shall not allow the Leased Storage Space to be used for any unlawful purposes. Lessee shall store only personal property lawfully belonging to Lessee. Lessee shall not cause or permit to be brought upon, kept or used on the Premises any hazardous or toxic substance, chemical or waste, or any pollutant or contaminant defined as such under any local, state or federal law or regulation, or any flammable or explosive material or substance, or any petroleum product, polychlorinated biphenyls, asbestos, or radioactive material, or engage in any activity on the Premises which produces such substance or materials. If Lessee fails to comply with the provision Lessor may terminate the Rental Agreement in accordance with the provisions hereof, or the law of this state. Lessee shall not store personal property having a total value in excess of \$5,000 without the written permission of the Lessor. If such written permission is not obtained, the value of the Lessee's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Lessor that Lessee's stored property has any value. Lessee shall not make any alterations or additions to the Leased Storage Space. Lessee shall not operate any power appliances or device of any kind of the Leased Space or upon the Premises, without, in each case, the prior written consent of Lessor and on the terms and condition specified in such written consent. No mechanical work of any nature is permitted in the Leased Storage Space or on the Premises, without Lessor's prior written consent.

6. HOURS OF OPERATION RULES AND REGULATIONS. The regular office/business hours of the Premises are stated in the current Rules and Regulations, which are attached to the Rental Agreement. Lessor shall have the right, without prior notice, to establish or change the regular hours of operation and to establish different Rules and Regulations, amendments, or additional rules and regulations, for the safety, care and cleanliness of the Premises, and the preservation of order on the Premises. Lessee agrees to follow and abide by all of Lessor's Rules and Regulations now in effect, and any that may be put into effect from time to time. The Rules and Regulations are available in a conspicuous place at the Premises and are made a part of this Rental Agreement and Lessee 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, cleanliness, and operation of the Premises 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 Premises, they shall become a part of this Rental Agreement.

7. NONVIABILITY OF LESSOR. Lessor shall not be liable to Lessee or to any third party for any damage or injury of any kind, including but not limited to theft, water, fire, rodents, birds or other animals, acts of God, the failure to keep the Premises under repair, or for the acts or neglect of Lessor, of lessees of other Leased Storage Space, or of any other person. **All Property stored or used within the Leased Storage Space by Lessee shall be at Lessee sole risk.** The proceeds of any insurance which may be carried by Lessor against loss of damage to the Premises, the buildings and improvements situated thereon, fixtures and contents, shall be payable solely to Lessor or its mortgagee. In the event of an emergency, including without limitations emergency as defined in Indiana Code 26-3-8-2, Lessor or Lessor's agent, or representatives of any governmental authority, shall have the right to remove Lessee's lock and enter the Leased Storage Space, without notice to the Lessee, and take such action as may be necessary or appropriate to preserve the Leased Storage Space or the Premises, to comply with applicable law, or enforce any of Lessor's rights. Further, Lessor may, upon notice to lessee, relocate Lessee's property to a comparable unit within the Premises if such a relocation is necessary to repair, maintain, service, or otherwise perform on the Premises, buildings, Leased Storage Space, or the grounds.

8. ASSIGNMENT. Lessee may not assign this Rental Agreement, or any rights hereunder, or sublet the Leased Storage Space without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement occurring after such assignment or transfer.

9. REPAIR AND MAINTENANCE OF LEASED STORAGE SPACE. The Leased Storage Space is leased to Lessee "as is", as of the date hereof. Lessee covenants throughout the term of the Rental Agreement, as its sole cost and expense, to care for and maintain such Leased Space in a clean, orderly and good condition, and at the expiration of the term hereof to yield up to the Leased Storage Space, broom clean and in good repair, order and condition, reasonable wear and tear excepted. Should lessee fail to keep the Leased Storage Space in good repair, order and condition, normal wear and tear excepted, Lessor may in addition to all other available remedies, take whatever steps Lessor deems appropriate to clean the Leased Storage Space or to restore the Leased Storage Space to good repair, order and condition, and Lessee agrees to reimburse Lessor for Lessor's reasonable expenses in connection therewith.

10. TERMINATION AND DEFAULT: LIEN. If at any time a petition is filed against Lessee in any bankruptcy or insolvency proceeding under any state or federal law, or, Lessee is otherwise adjudged as bankrupt, makes an assignment for the benefit of creditors, fails to pay rent when due or otherwise breaches any of the covenants by which it is obligated either under the terms of this Rental Agreement, the Rules and Regulations, or any other rental agreement for additional leased storage space (s) which Lessee may now have or hereafter execute with Lessor, Lessor may, at any time thereafter limit Lessee access to the Leased Storage Space and Lessee's property without prejudice to any remedies which Lessor might otherwise have. Lessor shall have, at all times, the right to distraint for rent due and Lessee hereby grants property without prejudice to any remedies which Lessor might otherwise have. Lessor shall have, at all times, the right to distraint for rent due and Lessee hereby grants to Lessor a valid first lien upon and security interest under Article 9 of the Uniform Commercial Code as enacted in the State of Indiana in all personal property noted in the Leased Storage Space which Lessee may now have or may hereinafter execute with Lessor. **In addition to any lien under the Uniform Commercial code, and all remedies available to Lessor in law, equity, or otherwise under this Rental Agreement, Lessor shall have a lien upon and Security interest in all personal property stored in the Leased Space under and pursuant to Indiana Code 26-3-8-11 et seq., and may exercise all rights and remedies specifically stated therein. If Lessor enforces its lien under and pursuant to Indiana Code 26-3-8- 11 et seq., it may deny Lessee access to the Leased Space and remove Lessee's property from the Leased Space to another storage space, pending sales or disposition. Sales and disposition may be by means of Public Auction. The security interest(s) created herein and the enforcement thereof in the event of a default shall be in addition to all of the Lessor's rights under this Rental Agreement or at law, including any other statutory security interest or lien in favor of Lessor. Lessee acknowledges that since the Leased Storage Space(s) is/are leased for storage purposes, it is not practical for Lessor to remove and store elsewhere property remaining in the Leased Storage Space after termination of this Rental Agreement, and the Lessor will not be able to relet the Leased Storage Space as long as the property remains unclaimed. Lessee agrees that in the event it does not remove all of its property from the Leased Storage Space upon termination of this Rental Agreement whether by default or otherwise, all such property shall conclusively be deemed abandoned. At Lessor's option all property so abandoned may be disposed of in any manner and the proceeds applied or retained as Lessor sees fit. Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements of this Rental Agreement and any other rental agreement for any other Leased Storage Space(s) which Lessee may now have or may hereafter execute with Lessor.**

11. INDEMNIFICATION OF LESSOR. Lessee shall indemnify and hold Lessor and its agents harmless from any and all claims and demands for damages or injury, and against all losses, penalties and expenses, including Lessor's reasonable costs and attorney's fees, arising from any act of omission of Lessee, from the violation of any statute or ordinance by Lessee, or from any accident or occurrence due directly or indirectly to use or occupancy of the Leased Storage Space by Lessee, including without limitation any breach of Lessee's covenants with respect to hazardous materials, substances of wastes set forth in Paragraph 5.

12. ACCESS. Lessor may (but shall be under no obligation to) provide an electronic entry device for access to the Premises. Notwithstanding installation of such a device, Lessor shall in no event be liable for any damages or injury caused by Lessee's inability to gain access to, or exit from, the Premises, whether because of mechanical or electrical failure of the electronic entry device, or for any other reason. Upon reasonable request of Lessor, Lessee shall allow Lessor to enter the Leased Space for the purpose of inspection, repair, alteration, improvement, or providing such other services to Lessee as are specified herein. **Lessee hereby agrees that Lessor may deny access to Premises and Leased Space should rent or any other fees not be paid within 7 days of when due.**

13. STORAGE OF MOTOR VEHICLES. In the event that any motor vehicle or other vehicle as defined in Indiana Code 9-13-2-196 remains stored in the Leased Storage Space after expiration or termination of this Rental Agreement or upon Lessee's default, and in addition to all other right and remedies available to Lessor, Lessor is authorized to report the vehicle as abandoned or unclaimed to the local police, state police or sheriff pursuant to Indiana code 9-22-1 et seq. or 9-22-2 et seq. It is understood by Lessee that upon such report the local police or sheriff may take possession of and impound the vehicle pursuant to law. Lessor shall incur no liability to Lessee as a result of reporting any vehicle as unclaimed or abandoned to this Paragraph.

14. NO WARRANTIES. Lessor hereby disclaims any implied or express warranties, guarantees or representations of the natural conditions, safety or security of the Premises and the Leased Space, and Lessee hereby acknowledges that Lessee has inspected the Premises and the Leased Space and agrees that Lessor does not represent or guarantee the safety or security of the Premises, the Leased Space, or any part of the Premises, or any property stored therein, and this Rental Agreement does not create any contractual agreement or duty for Lessor to create or maintain such security or safety.

15. NOTICE. All notices required herein or given in connection herewith shall be in writing and shall be deemed duly served if delivered by hand to the named individual or, if other than an individual, to an officer or partner of the addressee, or mailed, postage prepaid, certified mail, to the address(es) set forth above.

16. CLIMATE CONTROLLED UNITS. Where a Leased Space has been designated as 'Climate Controlled', Lessor shall make a good faith effort to assure that the interior of the Climate Controlled corridors are maintained at a temperature of between 50 degrees and 80 degrees Fahrenheit. Such effort does not include the installation of back up generators or supplemental air conditioners or furnaces. Should a 'Climate Controlled' Leased Space not be maintained at the above temperature range for a period of longer than 72 hours, Lessee may deduct 10% from the next months rent for each 72-hour period. This is the only remedy available to the Lessee.

17. MISCELLANEOUS. This Rental Agreement shall be binding upon and shall inure to the benefit of all parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Rental Agreement, together with the Rules and Regulations and any written Addenda, Riders or Supplements, is the entire agreement between Lessor and Lessee, and no oral modifications or agreements shall be effective unless in writing and signed by both parties hereto. This Rental Agreement shall be governed and construed in accordance with the laws of the State of Indiana. Whenever possible, each provision of this Rental Agreement shall be interpreted in such a 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.

The captions of this Rental Agreement are for convenience only and shall in no way affect the construction of this rental agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written. BY EXECUTION OF THIS RENTAL AGREEMENT, I ACKNOWLEDGE THAT ALL PROPERTY NOT CLAIMED UPON EXPIRATION OR TERMINATION OF THIS RENTAL AGREEMENT WHETHER BY DEFAULT OR OTHERWISE SHALL BE DEEMED ABANDONED UPON SUCH TERMINATION AND MAY BE DISPOSED OF PURSUANT TO PARAGRAPH 10 OR PARAGRAPH 13. **I UNDERSTAND THAT LESSOR DOES NOT PROVIDE INSURANCE COVERAGE ON ANY PERSONAL PROPERTY IN MY LEASED STORAGE SPACE. I HAVE BEEN GIVEN A DOCUMENT THAT EXPLAINS THE OPTIONAL CUSTOMER STORAGE INSURANCE THAT IS AVAILABLE TO ME.**