

## SALT CREEK SELF-STORAGE RENTAL AGREEMENT

This Rental Agreement is made and entered into by and between \_\_\_\_\_ (hereinafter referred to as "Occupant") and Howard Daubs or Karla Daubs d/b/a Salt Creek Self-Storage (hereinafter collectively referred to as "Owner") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### Preamble

1. Owner owns and operates a self-service storage facility located at Route 29 South, Mason City, Illinois designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access for the purpose of storing and removing personal property. This self-service storage facility is not a warehouse as defined by Article 7 of the Uniform Commercial Code. The term "Owner" as used in this agreement shall have the same definition as the term "Owner" as defined in 770 ILCS 95/2(B).
2. Occupant is an individual(s) over the age of eighteen years and is under no legal disability to enter into this Rental Agreement. Occupant desires to rent a unit from the Owner to store personal property. The term "Occupant" as used in this agreement shall have the same definition as the term "Occupant" as defined in 770 ILCS 95/2(C).

### Agreement

Occupant hereby agrees to rent from Owner Rental Unit No. \_\_\_\_ at Route 29 South, Mason City, Illinois under the following terms and conditions. The statements contained in the Preamble to this Agreement are incorporated herein by reference and made a part of this Agreement.

**Rent.** This is a month-to-month lease and Occupant hereby agrees that the relationship created by this rental agreement is that of a Landlord and Tenant and not that of a Bailor and Bailee. Occupant shall pay \$\_\_\_\_\_ per month, payable on the \_\_\_\_ day of each and every month to the Owner at 504 South Keefer Street, Mason City, Illinois 62664. In the event rent is not paid within five (5) after the due date, Occupant agrees to immediately pay to Owner a five dollar (\$5.00) fee in addition to the monthly rent. In the event that any check is returned to Owner, Occupant agrees to immediately pay to owner a twenty-five dollar (\$25.00) fee in addition to the monthly rent. Time is of the essence of this agreement.

**Performance Deposit.** In addition to the payment of the first month's rent, there will be a performance deposit in the amount of \$\_\_\_\_\_ to be paid at the time of the execution of this Rental Agreement. This performance deposit will be refunded in full providing all rent, late or other charges and costs have been paid, the required fifteen (15) days prior notice has been received and the inside rental unit has been broom cleaned at the time of vacating.

**Term.** This Rental Agreement shall continue in full force and effect month to month, unless the Occupant delivers written notice to terminate this Rental Agreement fifteen (15) days prior to the end of the current rental month. Owner has the sole and exclusive right to terminate this Rental Agreement for any reason by providing written notice to Occupant fifteen (15) days prior to the end of the current rental month. Rent is payable by the Occupant to the Owner for the current month and if the Occupant vacates prior to the end of said month, the Occupant remains responsible to pay the full rent for said month. As conditions for such termination and prior to the return of any deposit, Occupant shall leave Owner a forwarding address of Occupant and allow Owner to inspect the rental unit in Occupant's presence to verify the final condition of the premises and contents.

**Assignment or Subletting.** Occupant shall not assign this rental agreement or sublet the whole, or any portion, of the unit rented.

**Use, Occupancy and Compliance with the Law.** Occupant shall not use the premises for any unlawful purposes and will keep the premises and rental unit in good condition. No property shall be stored in the rental unit unless Occupant has the legal right to have that property in his possession. Items that are volatile, flammable or explosive or which are hazardous when exposed to moisture or which burn with extreme rapidity or which when burning or subjected to heat produce toxic fumes or gases in quantities and under conditions dangerous to safety or health of any person shall not be stored, used or kept on the premises. Occupant agrees not to store on the premises any living creature or organism, or any dead animal or other carcass. Occupant shall not store on the premises any items which shall be in violation of any order or requirement imposed by the Zoning Office, Board of Health or other appropriate government body or do or cause to be done any act which creates a nuisance in or upon or connected with the premises. Occupant further agrees that the premises shall not be used for operation of any business or for human or animal occupancy. Occupant agrees that his use of the rental unit shall in no way interfere with the use of any part of any portion of the premises other than the rental unit rented by the Occupant and not to make or allow to be made, any unlawful, improper, or offensive use of the rental unit. Occupant agrees that Occupant will not in any way, place any item or material outside the rental unit rented by the Occupant, but all property of Occupant shall at all times be located in the rental unit and that the rental unit will at all times be kept locked. Trash shall not be allowed in or near the premises, nor shall the premises be used for maintenance or repair of any property.

**Inspection.** Occupant agrees that Owner or his agent may, at any reasonable time, enter to inspect the premises or make repairs. Occupant further agrees that Owner may show the premises to a prospective purchaser(s) of the property or to a lending institution at any reasonable time. Occupant agrees that if either party has given notice of termination, the Owner may show the premises to prospective Occupants during the period prior to termination.

**Condition and Alteration of Premises.** Occupant has examined the premises and hereby accepts it as being in good order, condition and repair. Occupant acknowledges that heat and utilities are not provided. Occupant agrees to immediately notify Owner of any defects or dangerous conditions that may occur. Occupant agrees to keep the premises in good order and condition and to pay Owner promptly for any repairs of the premises caused by Occupant's negligence or misuse or the negligence or misuse of Occupant's guests. Occupant shall make no alterations or improvements of the premises without the prior written consent of the Owner. If Occupant makes alterations or improvements without the written consent of the Owner, Occupant shall reimburse Owner for all expenses necessary to restore the premises to its original condition.

**Signs.** No painted or other signs shall be placed on the leased premises.

**Rules.** Occupant agrees to abide by all rules and policies of Owner that are now in effect or that may be in effect from time to time.

**Notice of Lien Rights.** Pursuant to 770 ILCS 95/3 (commonly known as the "Self-Service Storage Act"), Owner, or Owner's heirs, executors, administrators, successors and assigns have a lien upon all personal property located in the premises for rent, labor, or other charges, present or future, in relation to the personal property, and for expenses necessary for its preservation or expense reasonably incurred in its sale or other disposition.

**Default.** In the event of non-payment of rent or other charges by the Occupant for a period of 30 days after the due date or in the event of any breach of any covenant or condition of this Rental Agreement, the Occupant shall be in default. In the event of a default, the Owner may proceed under 770 ILCS 95/1 et.seq. (commonly known as the "Self-Service Storage Facility Act") or any other remedy at law or equity.

In addition, the Owner has the right on default to re-enter the unit-premises and remove Occupant's stored property and store it in another place, deny Occupant access to such property and to deny access to the unit/premises and re-let the premises. Owner shall provide notice to Occupant at Occupant's last known address as required of 770 ILCS 95/4. At the expiration of the required notice period, Owner may by sale or other manner dispose of the stored personal property and apply the proceeds all in accordance with 770 ILCS 95/1 et. seq. The Owner is not responsible for damage to Occupant's lock in removal of such lock pursuant to this Rental Agreement.

**Attorney's Fees.** If legal action shall be brought by Owner for the breach of any covenant or condition of this Rental Agreement or for the enforcement of any provisions

of this Rental Agreement, then Occupant shall pay the Owner all costs, expenses and reasonable attorneys' fees incurred by Owner in the aforesaid action.

**Liabilities.** Occupant shall hold the Owner and/or his agents harmless from all claims of loss or damage to Occupant's property and from all claims for injury or death of persons caused by intentional acts or negligent acts of the Occupant or his guests or occurring on the premises rented for the Occupant's exclusive use. Occupant shall hold the Owner and/or Owner's agents harmless from all claims of loss or damage to Occupant's property and from all claims for injury or death of persons on the premises or property arising out of water leakage, breaking pipes, theft, fires, vandalism or other cause beyond the reasonable control of the Owner. Occupant's possessions within the rented unit/space are so placed at Occupant's sole risk and Owner shall have no liability for any loss or damage caused to said possessions whatsoever. Owner does not accept control or responsibility for the care of Occupant's property. Occupant acknowledges that insurance is available from independent insurance companies for damage to Occupant's property for the liability imposed in this paragraph and it is Occupant's option to purchase such insurance. Occupant hereby acknowledges that the storage facility does not insure occupant's property and has no obligation to provide such insurance.

**Waiver.** No waiver by the Owner, its agents, servants or employees, or any breach or default in the performance of any covenant, term or condition of this agreement shall constitute a waiver of any subsequent breach or default in the performance of any term, covenant or condition of this agreement.

**Third Party Interest.** Occupant shall provide to Owner within five (5) days of execution of this agreement a written list of the names and addresses of all third parties who hold a lien and/or have any legal interest whatsoever in any of the items of personal property upon which a lien or liens are held or in which such legal interest is had, Occupant shall promptly furnish Owner with an updated written list providing the aforementioned information.

Occupant shall indemnify and hold Owner and its agents harmless from and against any and all causes of action due to the sale and/or other disposition by Owner of items or personal property stored in the unit(s) leased by Occupant in which third parties hold a lien or have any legal interest whatsoever.

**Notice.** All notices, demands or requests by either party shall be in writing and shall be sent to the following addresses:

Owners:        Howard & Karla Daubs, 504 S. Keefer Street, Mason City, IL 62664

Occupant: \_\_\_\_\_  
\_\_\_\_\_

For the purpose of this agreement, "last known address" of Occupant shall be the address listed above unless Occupant notifies Owner in writing by certified mail of Occupant's new address, in which case, the last such notification of new address received by Owner will be considered Occupant's "last known address".

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Salt Creek Self-Storage by: \_\_\_\_\_

Occupant(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

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

City/State: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

\_\_\_\_\_

Social Security: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Driver's License: \_\_\_\_\_ State: \_\_\_\_\_