

**LEASE/RENTAL AGREEMENT**

THIS LEASE/RENTAL AGREEMENT is executed this [Date] \_\_\_\_\_ by and between Ford Lake Self Storage, LLC.(as owner or agent for owner "Operator") of the self storage facility located at 6300 Bunton Rd. Ypsilanti, MI. 48197 and

**Occupant:**

[Name] \_\_\_\_\_ (as "Occupant"), whose address and alternate contact address are as follows:

[Street] \_\_\_\_\_

[City] \_\_\_\_\_ [ST] \_\_\_\_\_ [ZIP] \_\_\_\_\_

[Telephone] \_\_\_\_\_ [Email] \_\_\_\_\_

[Drivers License#] \_\_\_\_\_ [ Last 4 of social security number(gate code)] \_\_\_\_\_

[Copy of Drivers License or State issued ID]  [Copy of registration or title]

[Parking Space/Unit Number] \_\_\_\_\_

**Alternate/ Emergency Contact:**

[Name] \_\_\_\_\_

[Street] \_\_\_\_\_

[City] \_\_\_\_\_ [ST] \_\_\_\_\_ [ZIP] \_\_\_\_\_

[Telephone] \_\_\_\_\_

**VEHICLE DESCRIPTION:**

DISCRIPTION: \_\_\_\_\_ COLOR: \_\_\_\_\_ Length: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ PLATE #: \_\_\_\_\_

**FEES AND CHARGES**

\$ \_\_\_\_\_ [Rent] Monthly Rent ("Rent," Due on or before 1st of Month)

\$ 10.00 [Administrative Fee] New Account Administration Fee (Non-Refundable)

\$ \_\_\_\_\_ [Security Deposit] Key Card(s) \$20.00 each Qty \_\_\_\_\_, Inside unit \_\_\_\_\_

\$ 20.00 [Late Fee] Late Charge [5] days after Rent Due

\$ 50.00 [Lien Charge] [30] days after Rent Due

\$ 50.00 [Lien Handling Charge] Lien Handling Charge (Whether or not Sale Occurs)

\$ 300.00 [Lien Sale Fee] Lien Sale Fee

By placing **INITIALS HERE** \_\_\_\_\_, Occupant acknowledges that the above information is correct, that unless Occupant is identified above as a business Occupant is a consumer, that all payments are due before the close of business on the day indicated to be applied to the oldest delinquency first, including late charges and other fees which have become due, that Occupant understands and agrees to pay the charges, fees and Rent as noted above and that Owner reserves the right to require that Rent, fees and charges be paid in cash, certified check or money order.

It is agreed by and between Owner and Occupant:

1. **PURPOSE AND DESCRIPTION OF PREMISES.** The parties have entered into this Lease/Rental Agreement for the purpose of renting certain storage space as herein described and with the express understanding and agreement that **no bailment or deposit of goods for safekeeping is intended or created hereunder.** Owner rents to Occupant and Occupant rents from Owner the above-noted space for Occupant's use alone and in which no other party shall have any right or interest (hereinafter the "Premises") located at the above-referenced address of Owner and included in a larger self service storage facility at such address containing similar rented spaces, as well as common areas for the use of Occupant and other occupants (the entire self service storage facility is hereinafter referred to as the "Property"). **Occupant shall examine the Premises and the Property and, by placing INITIALS HERE \_\_\_\_\_, acknowledges and agrees the measurements noted for the Premises are an approximation only, that space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Premises and any referenced sizes are approximate, given for illustration only and may vary materially, that Occupant shall have had the opportunity to measure the Premises prior to moving in, and that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises and the Property including the size and capacity of the Premises.** Occupant shall have access to the Premises and the common areas of the Property only during such hours and days as are regularly posted at the Property.

2. **TERM AND RENT.** The term of this Lease/Rental Agreement shall commence as of the date written above and shall continue from the first day of the month immediately following on a month-to-month basis until terminated. Occupant shall pay Owner as a monthly Rent, without deduction, prior notice, demand or billing statement, the sum noted above (plus any applicable tax imposed by any taxing authority) in advance on the first day of each month. If the term of this Lease/Rental Agreement shall commence other than on the first day of the month, Occupant shall pay a full month's Rent for the first month and shall owe a pro rata portion of the second month's Rent. Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first month's Rent paid upon execution of the Lease/Rental Agreement, and, thereafter, if this Lease/Rental Agreement terminates other than on the last day of the month, Occupant shall not be entitled to a refund of a pro rata portion of the Rent for the month in which the termination occurs. The monthly Rent, amounts and type of other Fees and/or Charges, as well as any other term of this Lease/Rental Agreement may be adjusted by Owner effective the month following written notice by Owner to Occupant specifying the adjustment, which such notice shall be given not less than thirty (30) days prior to the first day on which the adjustment shall be effective. Any such adjustment shall not otherwise affect other terms of this Lease/Rental Agreement and all other terms of this Lease/Rental Agreement, shall remain in full force and effect.

3(a). **OWNER'S LIEN.** If rent or other charges due under this Rental Agreement are delinquent 5 days after the due date, Owner may terminate Tenant's right to use of and access to the Premises. As authorized in the Michigan Self Service Storage Facility Act (P.A. 1985, No. 148; MCLA 570.521 et seq. as amended (the "Act")), Owner may then send Tenant a Notice of Intended Sale to Satisfy Lien. At the time Tenant places personal property on the Property (or the date of this Agreement, whichever is earlier) Tenant's personal property in or on the Premises or Property becomes subject to a lien in favor of Owner and may be sold by Owner to satisfy the lien if Tenant does not pay all delinquent amounts owing from Tenant to Owner hereunder within the times prescribed by the Act, as amended.

3(b). **NOTICE: If you fail to make your required payments, you will have to vacate the unit or your personal property may 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 in writing 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.**

3(c). **ABANDONMENT OF OCCUPANT'S PROPERTY.** Any personal property of Occupant which shall remain in or on the Premises or at the Property after the expiration or termination of this Lease/Rental Agreement (other than the termination of this Lease/Rental Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner and, if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's property.

4. **APPLICABLE LAW; JURISDICTION; VENUE.** This Lease/Rental Agreement shall be governed and construed in accordance with the laws of the state in which the Premises are located. If any provision of this Lease/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 the Lease/Rental Agreement. **The parties agree that in view of the limitations of value of the stored goods as provided in paragraph 5 below and the limitations as to Landlord's liability as provided in paragraph 7 below, the value of any claim hereunder is limited to \$5000 and, accordingly, any action for adjudication of a claim shall be heard in a court of limited jurisdiction such as a small claims court.**

By placing **INITIALS HERE \_\_\_\_\_**, Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions.

5. **USE OF PREMISES AND PROPERTY AND COMPLIANCE WITH LAW.** Occupant shall store only personal property that belongs to Occupant. Because the value of the personal property may be difficult or impossible to ascertain, **Occupant agrees that under no circumstances will the aggregate value of all personal property stored in the Premises exceed, or be deemed to exceed, \$5,000 and may be worth substantially less than \$5,000. Occupant shall not permit any Hazardous Materials (as defined below) to be stored in the Premises or the Property** or store any improperly packaged food or perishable goods, flammable materials, explosives and other inherently dangerous material in the Premises or the Property and shall not store any personal property on the Premises which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters, and Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises and its use. For purposes of this Lease/Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste (including, in some jurisdictions, vehicle tires) that it is or becomes regulated under any applicable local, state or federal law or regulation. Occupant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to Owner, Owner's Agents or employees, or other occupants in the Property nor perform any welding in the Property. **Occupant acknowledges and agrees that the Premises and the Property are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as (but not limited to) books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted.** Occupant acknowledges that the Premises 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. Upon termination of this Lease/Rental Agreement, Occupant shall remove all Occupant's personal property from the Premises unless there are unpaid charges secured by Owner's lien rights as referenced in

paragraph 3 (including any subparts) and shall immediately deliver possession of the Premises to Owner in the same condition as delivered to Occupant on the commencement date of this Lease/Rental Agreement, reasonable wear and tear excepted. By placing **INITIALS HERE** \_\_\_\_\_, Occupant acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

6. **INSURANCE; RELEASE OF LIABILITY. ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY. OCCUPANT UNDERSTANDS THAT OWNER WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY AND THAT OCCUPANT IS OBLIGATED UNDER THE TERMS OF THIS LEASE/RENTAL AGREEMENT TO INSURE HIS OWN GOODS.** To the extent Occupant's insurance lapses or Occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in or on the Premises, Occupant agrees Occupant will personally assume all risk of loss. **Owner and Owner's agents, affiliates, authorized representatives and employees ("Owner's Agents") will not be responsible for, and Occupant hereby releases Owner and Owner's Agents from any responsibility for, any loss, liability, claim, expense or damage to property that could have been insured (including without limitation any Loss arising from the active or passive acts, omission or negligence of Owner or Owner's Agents) (the "Released Claims").** Occupant waives any rights of recovery against Owner or Owner's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Owner or Owner's Agents. The provisions of this paragraph will not limit the rights of Owner and Owner's Agents under paragraph 7. By placing **INITIALS HERE** \_\_\_\_\_, Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.

7. **LIMITATION OF OWNER'S LIABILITY; INDEMNITY. Owner and Owner's Agents will have no responsibility to Occupant or to any other person for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") from any cause, including without limitation, Owner's and Owner's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Owner's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold Owner and Owner's Agents harmless from any loss incurred by Owner and Owner's Agents in any way arising out of Occupant's use of the Premises or the Property including, but not limited to, claims of injury or loss by Occupant's visitors or invitees. Occupant agrees that Owner's and Owner's Agents' total responsibility for any Loss from any cause whatsoever will not exceed a total of \$5,000.** By placing **INITIALS HERE** \_\_\_\_\_, Occupant acknowledges that he understands and agrees to the provisions of this paragraph.

8. **REPRESENTATION AS TO MILITARY SERVICE:** (a) Occupant (check one) **is**  **or is not**  **in the military.** (b) If in the military,

Occupant is, at the time of signing this Lease/Rental Agreement (check one or both if applicable)  **in the reserves or National Guard** **and/or**  **on active duty.** In addition to the provisions of paragraph 13 below, Occupant **agrees to immediately notify Owner of changes in Occupant's military status or assignment resulting in changes to the mailing address, phone number or other information provided above.**

9. (a). **RELEASE OF INFORMATION.** By executing this Lease/Rental Agreement, Occupant authorizes Owner, or Owner's service provider acting on Owner's behalf, to request from a company or companies of Owner's choice a full credit report on the previous and present credit history of Occupant. This Authorization is valid for the purpose of the collection of amounts owed to Owner in connection with this Lease/Rental Agreement.

(b) **NEGATIVE CREDIT INFORMATION.** Owner, or its service provider acting on Owner's behalf, may report information about Occupant's account to credit bureaus. Late payments, missed payments, or other defaults on Occupant's account may be reflected in Occupant's credit report.

10. **PRIVACY POLICY.** Occupant acknowledges that Occupant has received a copy of Owner's Privacy Policy and has reviewed and agrees with its terms and provisions. Owner's Privacy Policy is incorporated in full herein by this reference.

11. **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 (3) days prior written notice to Occupant. 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 of Occupant's obligations under this Lease/Rental Agreement, Owner, Owner's Agents or the representative of any governmental authority shall have the right, but not the obligation, to remove Occupant's locks 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 including any applicable local, state or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Owner's rights. In the event of any damage or injury to the Premises or the Property arising from the negligent or deliberate act or omissions of the Occupant, or for which Occupant is otherwise responsible, or if Occupant fails to remove all personal property from the Premises upon termination of this Lease/Rental Agreement, all expenses reasonably incurred by Owner to repair or restore the Premises or the Property including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant as additional Rent and shall be due upon demand by the Owner.

12. **TERMINATION AND DEFAULT.** Owner may terminate this Lease/Rental Agreement (i) if Occupant is not in default, at the expiration of any period or term by giving written notice to Occupant by first class mail, at the last known address provided to Owner in writing by Occupant as provided in paragraph 15 below, not less than seven (7) days before expiration of the term or, (ii) if there is a default, by notice two (2) days in advance at any time during the term. Occupant may terminate this Lease/Rental Agreement at any time by giving Ten (10) days written notice to Owner. If Occupant defaults under any of the obligations under this Lease/Rental Agreement, Owner may pursue any remedies available to Owner under applicable law or this Lease/Rental Agreement. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies. Also, if Owner or Owner's Agents reasonably determine that Occupant has vacated the Premises, Owner may terminate this Lease/Rental Agreement immediately or at anytime thereafter.

13. **CHANGE OF ADDRESS AND NOTICES.** In the event Occupant shall change Occupant's address or alternate name and address as set forth on this Lease/Rental Agreement, Occupant shall give Owner written notice of such change signed by Occupant and specifying Occupant's current address and alternate name, address and telephone number, within ten (10) days of the change; such notice to be mailed to Owner by first class mail with proof of mailing. Changes of addresses or telephone numbers cannot be affected telephonically or through the listing of such information on return envelopes or checks. Except as otherwise expressly provided in this Lease/Rental Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Lease/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 at the address provided for in this Lease/Rental Agreement. Service of any such notice or demand shall be deemed complete on the date of deposit with postage thereon in the United States mail or upon delivery, if personally delivered.

14. **RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Property are made a part of this Lease/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 to the rules and regulations. Upon the posting of any such amendments or additions in a conspicuous place at the Property, they shall become a part of this Lease/Rental Agreement.

15. MISCELLANEOUS.

- (a) Occupant shall provide, at Occupant's own expense, a lock for the Premises which Occupant deems sufficient to secure the Premises. Occupant shall not provide a key and/or combination to Occupant's lock to Owner or Owner's Agents.
- (b) Electricity which may be supplied to the Premises is to light the Premises for Occupant's convenience in viewing and accessing stored goods only. Occupant shall turn off the lights when leaving the Premises. In the event electricity is used other than as above, Occupant shall pay an additional charge upon notice from Owner.
- (c) Occupant shall not make or allow any alterations without the prior written consent of Owner.
- (d) Occupant hereby authorizes Owner to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts, or to others for marketing and similar purposes.
- (e) Occupant shall not assign or sublease the Premises. Owner may assign or transfer this Lease/Rental Agreement without the consent of Occupant and, after such assignment or transfer, Owner shall be released from all obligations under this Lease/Rental Agreement occurring after such assignment or transfer. All of the provisions of this Lease/Rental Agreement shall apply to, and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of all the parties hereto.
- (f) Time is of the essence.
- (g) Security deposit will be returned when card key(s) is returned and/or inside storage unit is clean and empty.
- (h) Occupant represents and warrants that the property being stored on the Operators property is owned by the Occupant, is not stolen and further has no connection with any criminal or terrorist act.

16. WARRANTIES; ENTIRE AGREEMENT. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and the Property and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Premises and the Property and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Premises or the Property or of any personal property stored therein, and this Lease/Rental Agreement does not create any contractual obligation for Owner to increase or maintain such safety or security. This Lease/Rental Agreement and any written amendments or addenda executed at the same time as this Lease/Rental Agreement set forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. With the exception of posted rules and regulations as noted in paragraph 12, 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 and, further, with the exception of any subsequent notice from Owner to Occupant of adjustments as provided in paragraph 2 above, this Lease/Rental Agreement may only be amended by a writing signed by the parties.

17. MOVE IN TRANSACTION SUMMARY:

Prorated Rent: \_\_\_\_\_

Security/card Deposit: \_\_\_\_\_ Card # \_\_\_\_\_

Rent x \_\_\_\_ Months \_\_\_\_\_ For the month(s) of \_\_\_\_\_, Paid through \_\_\_\_\_

Registration Fee \$10.00 = \_\_\_\_\_

Amount Due: \_\_\_\_\_

Payment received: \_\_\_\_\_

Payment Type: cash / check

IN WITNESS WHEREOF, the parties hereto have executed this Lease/Rental Agreement the day and year first above written.

OPERATOR:

OCCUPANT:

\_\_\_\_\_  
Property Manager - Ford Lake Self Storage, LLC