



Self Storage Agreement

<p>SPENCE STORAGE, LLC 825 S Hickory St. Fond du Lac, WI 94935 920-238-3320</p> <p>Date: _____</p> <p>Building/Unit # _____</p> <p>Unit Size: _____</p> <p>Monthly Rent: _____</p> <p>Term: (Month to Month) OR (Predetermined)</p>	<p>Occupant: _____</p> <p>Address: _____</p> <p>_____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Phone#: _____ License Plate#: _____</p> <p>Email: _____</p> <p>Desc. of goods to be stored: _____</p> <p>_____</p>
<p>Security Deposit: _____</p> <p>Total Payment Due: _____</p> <p>Payment Received: _____ (Cash / Check)</p> <p>Month: next payment due: ____/____/____</p>	<p>Occupant's Employer: _____</p> <p>Address: _____</p> <p>_____</p> <p>City: _____ State: _____ Zip: _____</p>

Term (if predetermined): This term of this Agreement shall be _____ [months/years], commencing on the _____ day of _____, _____ and expiring on the _____ day of _____, _____.

IMPORTANT: MONTHLY RENT IS REQUIRED TO BE PAID IN ADVANCE, ON OR BEFORE THE FIRST DAY OF EACH MONTH.

This Self Storage Rental Agreement (this "Agreement") is for leasing the space described above to the Occupant for the purpose of storing and removing personal property, and expressly incorporates all Terms and Conditions contained below and on the following pages. By signing this Rental Agreement, the undersigned acknowledges having read the Terms and Conditions herein contained and agrees to be contractually bound thereby.

Occupant Name (Please Print)

Occupant Signature

TERMS AND CONDITIONS

Monthly Rent: Monthly Rent, as identified above, is payable in advance and without demand on or before the 1st day of each calendar month at the address of the Owner as set forth above. Owner does not invoice or send out billings for Monthly Rent. Owner may change the address for payment of Monthly Rent by providing written notice to Occupant.

Late Fees; Service Charges: If Monthly Rent is not paid in person or postmarked by the fifth (5th) business day of the month, a Twenty Dollar (\$20.00) late fee will be charged to Occupant. In the event any check tendered for payment to Owner is returned after deposit unpaid by the bank upon which it is drawn, a return check fee of Twenty and No/100 Dollars (\$20.00) will be charged. In the event of a returned check, Owner reserves the right to require any arrearages to be paid and all future monthly payments to be made in check or by certified funds.

Use of Premises: Occupant's use of the space rented is for purposes of personal property storage only. Occupant may not store on the premises any items which would be injurious to the premises or which would be in any way dangerous to persons or property in or around the premises. No items may be stored upon the premises which would violate Owner's premises' insurance coverages or cause Owner's property insurance rates to increase. No explosives or highly flammable materials may be stored on the premises, and the storage of any materials which are defined as toxic or hazardous under any federal, state, or local law or ordinance is expressly prohibited. Occupant may conduct no business activity upon the premises, but may use the common grounds solely for the purpose of coming and going to store or remove items of their personal property, provided that the Occupant may not obstruct other traffic. All personal property items must be stored within the rented space.

Indemnity and Release: Occupant herewith expressly agrees to indemnify and hold Owner harmless from and against any claims or damages arising from Occupant's violation of the provisions of this Agreement, except to the extent such claim or damage is caused by the reckless or willful misconduct of Owner.

Insurance: OWNER DOES NOT PROVIDE INSURANCE COVERAGE FOR ANY LOSS, FROM ANY CAUSE, TO ANY PERSONAL PROPERTY OWNED BY THE OCCUPANT AND STORED ON THE PREMISES. If insurance coverage is desired by Occupant over Occupant's personal property stored on the premises, Occupant must independently obtain such coverage at Occupant's expense from Occupant's own insurer. Owner shall have no liability for any loss or damage to any property of Occupant stored on the premises, or otherwise, caused by acts of third parties, by any forces of nature, or otherwise.

Default: In the event Occupant fails to pay Monthly Rent when due or breaches any other term or provision of this Agreement, and such failure is not cured within fifteen (15) days, Owner may elect to pursue one or more of the following legal remedies:

- A. Claim for money damages and unpaid Monthly Rent and additional fees.
- B. Judicial action in unlawful detainer for a Writ of restitution.
- C. Foreclosure of personal property pursuant to Wisconsin Statutes Section 704.90.
- D. Any other remedy available at law or equity.

Except to extent limited by law, Owner may simultaneously pursue any of the above-referenced remedies. Upon Owner's commencement of legal proceedings against Occupant arising from a default, any cure tendered by Occupant shall include all Monthly Rent arrearages and other charges accrued, and reimbursement of all expenses reasonably incurred by Owner in the enforcement of the legal remedies identified above.

Lien: In accordance with Wisconsin Statute Section 704.90(3), Owner possesses a lien against the personal property stored pursuant to this Agreement for rent, labor and other charges in relation to the personal property that have become due and for expenses necessary for the preservation of the personal property or reasonably incurred in the sale or other disposition of the personal property under law. This lien may be foreclosed and the personal property sold to satisfy the monetary claims of Owner which have accrued pursuant to Wisconsin Statute Section 704.90(3). In the event of a default, Owner may deny to Occupant access to the personal property contained in the storage facility until Occupant redeems the personal property as provided for in Wisconsin Statute Section 704.90(4r). Occupant may specify the name and last-known address of a person who, in addition to Occupant, Owner is required to notify prior to disposing or selling the personal property stored by Occupant. Notwithstanding the assertion of a personal property lien, access to Occupant's personal papers, health aids, personal clothing, and personal property necessary for Occupant's livelihood may be obtained by Occupant; provided that such items have a market value of less than Fifty and No/100 Dollars (\$50.00) per item, and provided that Occupant presents a list of such items to the Owner which Occupant desires to remove from the premises.

Expiration of Term: In the event this Agreement is for a definite term, the term expires on the date set forth above. If this Agreement is designated as a month-to-month agreement, either Owner or Occupant may terminate the Agreement by providing no less than fifteen (15) days advance written notice to terminate the Agreement effective as of the last day of any given month. If written notice pursuant to this section is untimely, as evidenced by such postmark, then the Agreement shall terminate on the last day of the next month for which such notice would be timely. Owner shall have no obligation to provide any prorated Monthly Rent refunds in the event the premises are vacated by Occupant prior to the end of any month for which the Monthly Rent payment has been paid. If payments continue after term of lease has expired, this will be considered a month-to-month lease and all terms and provisions of this Agreement will apply.

Care of Leased Space: Occupant shall keep the leased space in good condition and repair, subject only to reasonable wear and tear. Occupant may not make any alterations to the leased space without the prior written consent of Owner. Occupant has accepted the space in a broom-clean condition, and is required to leave the space in broom-clean condition at the termination of this Agreement. In the event Occupant elects to place any lock upon the entry to the leased space, Occupant must provide Owner with a key or combination to Occupant's lock to enable Owner to exercise Owner's right to enter the space at reasonable times to inspect, clean, repair, alter, or improve the leased space, or at any time, in case of emergency. Owner may relocate Occupant's stored personal property in order to accommodate repairs and/or improvements. Owner will not otherwise unreasonably interfere with Occupant's use of the leased space provided that Occupant is not in default.

Exclusion of Warranties: Owner's agents and employees are not authorized to make warranties about the leased space or facility. Oral statements given by Owner, Owner's agents or employees, are not warranties. No such oral statements are a part of this Agreement. The entire Agreement and contractual undertaking between the parties is contained in this written Agreement. Any implied warranties of merchantability or fitness for a particular purpose, and all other warranties, expressed or implied, are excluded from this transaction, and do not apply to the leased space or the premises. Occupant is accepting the leased space in its "as-is" "where-is" condition and with all faults.

Notices: All notices required under this Agreement shall be sent by certified or first class mail to the addresses set forth below:

If to Occupant: _____

With a copy to: _____

If to Owner: **SPENCE STORAGE, LLC**
2075 S Moorland Rd.
New Berlin, WI 53151

Miscellaneous: This Agreement cannot be assigned or sublet without the prior written approval of Owner. In the event the premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate as of the date of such occurrence, and any unused rent will be refunded. The Agreement creates no legal relationship between Owner and Occupant other than that of lessor and lessee. No waiver by Owner of any failure or refusal to comply with the obligations of this Agreement on any one occasion shall be deemed a waiver of any other subsequent failure or refusal to so comply. If any provision of this Agreement in whole or in part be or become invalid or unenforceable, the validity of the other provisions shall not be affected thereby.

THIS IS A LEGAL DOCUMENT, IF YOU DO NOT COMPLETELY UNDERSTAND IT, SEEK COMPETENT ADVICE.