



Warren's Storage

Lease Agreement

715-781-5568

warren@warrensstorage.com

PAY YOUR BILL ONLINE AT WARRENSSTORAGE.COM

Name (hereinafter referred to as Lessee) _____

Address _____

City _____

Phone _____

State/driver's license number _____

Email Address _____

Subject to the Conditions Below and on Reverse

Term: The Lessee shall have the option to extend this lease for a further term up to one year upon the same terms and conditions herein set forth. The operator shall have the right to increase the rent for each year of further renewals of this lease.

Notice of lien rights: Under Michigan Statue 570.523 Sec. 3. (1) The owner of a self-service storage facility or a self-contained storage unit and the heirs, personal representatives, successors, and assignees of the owner have a lien upon all personal property, whether or not owned by the tenant, located at the self-service storage facility or self-contained storage unit for rent or other lawful charges incurred relative to the storage of the personal property, including expenses necessary for its preservation, or reasonably incurred in its sale pursuant to this act. The lien attaches on the date the personal property arrives at the self-service storage facility or self-contained storage unit or the date a rental agreement for the storage space is signed by the tenant, whichever is earlier. (2) The priority of a lien under this act is as provided in section 5(14). (3) If a tenant defaults on a rental agreement, the owner shall give notice to all holders of a perfected security interest under the uniform commercial code, 1962 PA 174, MCL 440.1101 to 440.1102, in which the tenant is named as a debtor. (4) At the commencement of a rental agreement for storage space at a self-service storage facility or in a self-contained storage unit, the owner shall provide the tenant with the following written 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 or by electronic 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.". (5) A rental agreement under this section may provide for a limit on the value of the property stored at the facility or unit. The stated limit shall be considered the maximum value of the stored property for all purposes. (6) A rental agreement under this section may provide for a reasonable late charge for failure of the tenant to timely make payments for the storage space when due. A monthly late fee of \$20.00 or 20% of the monthly rental amount, whichever is greater, shall be considered reasonable and is not a penalty. The owner of the self-service storage facility or self-contained storage unit has the burden of justifying the reasonableness of any higher late fee.

(Sign) _____

(Date) _____

Misc. Fees

Cleaning unit after move out less than \$10

Advertising for lien sale not less than \$25

Late fee \$20 per month

Inventory of unit for lien sale \$25

Auction costs for lien sale not less than \$50



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Payments: All payments by the lessee to the Operator shall be made to Warren Stevens and mailed to 401 Jasper Street, Iron River, MI 49935, online at warrensstorage.com, or by calling 715-781-5568 for card payments. An additional 3% charge will be added to all credit card payments and online payments. When paying online go to the pay your bill online section and select the type of storage you are leased for. On the checkout screen please put your name and unit number if applicable. If paying for multiple months just increase the quantity of items and include what months in the notes section as well. There is a minimum rental period of one month. There shall be no refund for vacating before the conclusion of any period of rental term.

Rent due & Late Fees: The first months rent will be prorated based on a 30 day month and will be due at signing. Subsequent rental months are going to be the base monthly price agreed to. The final month of the contract will end on the last day of the month. Rental payments not paid within 7 days of the 1st will be assed a late fee of \$20 for each and every month the rent is past due.

Denial of Access: In the event Lessee defaults under any provision of the lease agreement, the Operator will deny access to the premises, and the Lessee agrees not to enter the premises for any purposes. In addition, the Lessee recognizes the Operators rights to enforce a lien against any personal property on the premises as provided under **Michigan 570.523** and will not remove and personal property without satisfying the Operators lien. The Lessee understands that any violation of this denial of access constitutes illegal trespass on the Operators property, which may be enforced by civil and/or criminal penalties. In the event of such default, the operator may remove the Lessee's locks and install the Operators own lock. The Lessee will be responsible for all the costs of removal and replacement of locks.

Returned Checks: Lessee agrees to pay a fee of 35.00 minimum if our bank returns your check as not payable for any reason.

Possession: The covenants and conditions contained in this lease shall continue in full force and effect until terminated as hereinafter provided. The Lessee agrees that in the event it holds over after the termination. Without permission and consent of the Operator, that the Lessee shall be responsible for payment of double rent calculated on a monthly basis, for a period of the holdover. Possession ceases when Lessee removes the lock from the door, removes all property from the unit, and has notified the Operator at least 15 calendar days prior to vacating said unit. The Lessee further agrees with the said Operator that at the expiration of this lease, peaceable possession of the said premises shall be given to Operator in the same condition as they are currently.

Subletting: Lessee agrees to not sublet the leased space.

Occupancy and Compliance with Law: This storage space shall be used for that of personal property. Lessee shall not place or keep in lease space live animals, explosives, flammable liquids, contraband, or other goods prohibited and agrees to any rule promulgated by Operator governing the use of the premise. Lessee shall permit no damage thereto and shall indemnify and hold Operator harmless from any claim or cause of action arising out of Lessee's use of the premises. Lessee shall not use the premises for an unlawful purpose. Further, Lessee agrees not to maintain any business, or use the leased premises for commercial. Industrial, or retail or wholesales or promotional efforts, or as a manufacturing or distributing facility of for residential purposes.

Entering the Unit: Lessee agrees to allow the Operator to enter to inspect and/or make repairs at any time with a 12 hour notice to Lessee. In the event of emergency or at the request of the law enforcement the Operator may enter the premises using whatever reasonable force is necessary and without notice.

Liability: Lessee assumes all the risk of loss or damage to any property stored in leased premise. Lessee understands and accepts that the Operator does not provide insurance for Lessee's stored property. Lessee agrees to hold Operator harmless and in indemnify Operator for any claims for personal injuries or other damages and agrees to defend Operator from any claims therefor.

Misc. Fees

Cleaning unit after move out less than \$10

Advertising for lien sale not less than \$25

Late fee \$20 per month

Inventory of unit for lien sale \$25

Auction costs for lien sale not less than \$50



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Legal Fees: To the extent not otherwise prohibited by law, and in the event the Operator engages the services of an attorney to enforce or interpret and provisions of this agreement, the Lessee agrees to pay, in addition to all sums due herein, an additional amount for the Operators actual attorney fees and costs.

Duration of Lease: The covenants herein contained shall extend to and be binding upon the parties hereto their heirs, executors, administrators, and assigns.

Reasonable Rules: The Lessee acknowledges the right of the Operator to make reasonable rules or regulations regarding use of the leased premises. The Operator may provide notification to the Lessees address indicated herein, and those reasonable rules and regulations will become immediately part of this lease and fully enforceable, as if recited herein.

Personal Guarantee: If the Lessee is a corporation, Limited Liability Company, or similar entity, the individual signing in the dual capacity of authorized agent of that entity, and in addition, is providing a personal guarantee of that entity's performance under all the terms of this agreement.

Casualty: In the event the lease premises shall be damaged by firer or other casualty during the term of these lease agreement, whereby the leased premises shall be rendered untenatable, either Operator or Lessee may cancel this lease agreement. By written notice delivered to the other. On such cancellation, casualty, except such casualty as may be the result of the acts or conduct of Lessee.

Change of Address: Lessee must provide address changes to Operator in Writing. It is the Lessee's responsibility to verify the Operator has received address change.

Oral Agreement: No oral agreement shall be made. All agreements must be in writing and include both the Lessee and Operator's signature.

Enforcement: The Operator may exercise discretion in the enforcement of the rental agreement. The Lessee understands that such a discretion decision is not a defense to enforcement of this rental agreement.

Building_____

Unit#_____

Size_____

Rate\$_____/Monthly

The term of this lease shall be monthly, commencing on _____and ending on proper notice.

Operator acknowledges receipt of \$_____ for first months rent

Lessee Signature and Date

Operator Signature and Date

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