

**Renter's Information:****Name:****Address:****Located at: ,****Phone:****Email:****Unit Number:****Date**

**NOTICE OF LIEN:** Pursuant to the Michigan Self-Service Storage Facility Act, Michigan Compiled Laws, Sections 570.521-570.527, your stored property is subject to a claim of lien for unpaid rent and other charges and your stored property may even be sold pursuant to Michigan Self-Service Storage Facility Act, Michigan Compiled Laws, Sections 570.521-570.527 if rent and other charges due remain unpaid.

**DBA All Secure Self Storage** (hereinafter Owner), rents to the Renter indicated above the storage space indicated above pursuant to the following terms and conditions:

**TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENT:** The rent shall be per month.

Rent is due each month on the monthly anniversary of your move in date listed above to be paid in advance and without demand. The owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. If you receive a promotional rent rate, the listed amount reflects this promotion, and it will automatically revert to the standard rate at the end of the promotional period without a 30-day notice. The Owner may change the monthly rent or other charges by providing the Renter with thirty (30) days' written notice via first class mail or email at the address stated in this agreement. Any new rent amount will take effect on the next due date. If the Renter has made advance rental payments, the new rent will be applied against those payments once notice is given. For any questions regarding this policy, please contact your All Secure Self Storage representative.

**RENT PAYMENTS:**

- Mailing address for payments is: All Secure Self Storage, 5222 W Western Avenue, South Bend, IN 46619
- Owner will accept payments from others for this unit but does not accept any responsibility for the consequences of accepting such payments nor is Owner required to contact Renter about such payments.
- Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Renter understands and agrees that acceptance of a partial rent payment made to cure a default for nonpayment of rent shall not delay or stop foreclosure on Renter's stored property.

**CHANGE OF ADDRESS:** Renter's must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is Renter's responsibility to verify that Owner has received and recorded the requested change of address.

**FEES AND OTHER CHARGES:**

- Administration Fee: \$25.00 due upon rental of space
- Late Fee: \$15.00 added when rent is received 5 or more days after the rental due date. Renter will pay Owner the indicated late fee each month rent remains unpaid.
- NSF Fee: \$20.00 plus all bank charges for any dishonored check per occurrence.
- Disposal Fee: \$50 per 30 minutes labor. This fee is added when items or trash are left in a unit after Renter moves out.
- Lock Removal: \$100 per occurrence when Renter needs a lock removed for any reason except malfunction of a lock supplied by Owner.
- Mail Fee: \$1.00 per occurrence to send mail relating to the Renter's account via postal service.
- Eviction Processing Fee: \$100.00 per unit minimum to cover Owner's costs in case of Renter's default.

These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Renter agrees to pay all collection and lien sale costs incurred by Owner.

**DENIAL OF ACCESS:** When rent or other charges are in default, Owner may deny Renter access to the storage space. When Renter rents more than one space default on any space permits Owner to deny access to all spaces.

**CLIMATE CONTROL:** When leasing a climate-controlled unit at All Secure Self Storage we strive to maintain temperature and humidity levels throughout the year. Of course, extreme weather conditions, electrical outages, and unforeseen breakdowns in equipment may alter the humidity and temperature temporarily. Renter is encouraged to periodically inspect the items in your unit. Renter is also prohibited from bringing any items into your unit that are wet, damp, or that contain mold or mildew. Renter understands by signing this lease that although your unit is "climate-controlled", All Secure Self Storage is in no way guaranteeing that the air quality, humidity or

temperature will remain as desired at all times and failure to maintain these conditions for any reason or time period whatsoever does not create any liability for the Owner.

**SECURITY:** If a unit is found unlocked but with items inside and no move out notice on file, Owner may consider the unit to be rented. If a unit is found unlocked and empty, the Owner may consider the unit to be vacant. All Secure Self Storage may have equipment to enhance security at the facility which may include gates, access controls, video surveillance and/or alarm systems. Failure of any of these systems does not remove the Renter's liability for their own property that is stored at the Facility.

**MOLD AND PEST CONTROL:** Owner does not guarantee that the unit or space is water-tight or dry. The Owner recommends that Renter does not store property directly on the floor or in contact with the walls and wraps property with plastic. Wet items or damp items should not be stored in the unit. These conditions might cause the growth of mold in the unit or the contents therein. Owner will place pest control materials in the facility common areas but is not required to place pest control materials inside any unit. The Renter is not permitted to use "bug bombs" or similar pesticides in their unit but may place commercially available pest control materials in the unit. The Owner recommends that the Renter periodically check their contents and property for mold and pests.

**TERMINATION:** Owner does not prorate rent. Renter must leave the space broom clean and in good condition. Renter is responsible for all damages. If the unit is found unlocked with no items inside, the Owner may consider the unit to be vacant.

**USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Renter's stored property. Renter shall not use the space for habitation and Owner may terminate the tenancy immediately if used for such purpose. Renter agrees to use the storage space only for the storage of property wholly owned by Renter. **Renter must keep the space clean and free from perishable goods, animals, animal products or plant material. Renter must not store or use any flammable, potentially dangerous, explosive, hazardous or toxic substance in any space nor may the Renter use the space for an unlawful purpose, to store unlawful substances, to create a nuisance or annoyance to others or in violation of any law, governmental regulation or ordinance. Renter shall not store perishables, wet/damp items, antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Renter. Renter waives any claim for emotional or sentimental attachment to the stored property. Renter agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Renter's property shall be deemed not to exceed \$5,000.** Nothing herein shall constitute any agreement or admission by Owner that Renter's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**INSURANCE:** Renter, at Renter's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Renter assumes all risk of loss to stored property that would be covered by such insurance. Renter expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Renter against Owner, Owner's agents or employees for loss of or damage to stored property. Owner does not insure Renter's stored property. Owner offers insurance through a third party at an additional expense. Owner requires Renter to make an election to either purchase insurance from a third party, maintain insurance through their own vendor or be "self insured". Renter will provide this election below. If insurance election is \$00.00 then Renter is "self insured" or maintains insurance through a different vendor.

**INSURANCE SELECTION HERE:** Coverage Amount : Monthly Premium:

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Renter shall be at Renter's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Renter for injury or death as a result of Renter's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**INDEMNITY:** Renter agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Renter's use of the storage space and common areas, including claims for Owner's active negligence.

**STORAGE OF FILES/ PERSONAL INFORMATION:** Owner is not responsible, and Renter assumes all risk, for any privacy breach, damage, cost, or liability that Renter or anyone else may suffer if the contents of the space includes any Files (defined below) and any of those Files are lost, damaged, destroyed, or sold. If Renter is in default, Owner may, without any obligation, (i) require that Renter remove Files from the space within 5 days after Our notice to Renter; or (ii) after the sale date set forth in any notice to Renter destroy or dispose of Files, and Renter will pay to Owner any costs Owner incurs to destroy or dispose of Files. "Files" are any documents, film, or electronic data containing any personal information relating to Renter or Renter's clients, customers, patients, or others such as social security numbers, credit or debit card numbers, bank account or passport information, tax records, employment records, medical records, or legal records.

**LOCKS:** If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Renter. In the event that the Owner places a lock on the space Owner shall charge a \$15.00 fee to the Renter's account. If Owner is required to remove Renter's lock for any reason a \$100.00 lock cut fee will be charged.

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Renter agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

**PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left in the storage space or on the storage facility by Renter after Renter has terminated his or her tenancy. Renter shall be responsible for paying all costs incurred by Owner in disposing of such property.

**RENTER ACCESS:** Renter's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Renter's identity and inspecting vehicles that enter the storage facility.

**OWNER'S RIGHT TO ENTER:** Renter grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon two (2) days advanced written notice to Renter. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Renter, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

**NO SUBLETTING:** Renter shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

**NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Renter's last known address or to the electronic mail (E-mail) address provided by Renter. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided. Renter agrees that any such notices sent by United States mail is conclusively presumed to have been received by Renter five (5) days after mailing, unless returned to Owner by the U.S. Postal Service. All statutory notices shall be sent as required by law.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Renter's intended use. Owner disclaims and Renter waives any implied warranties of suitability or fitness for a particular use.

**NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Renter, and no oral agreements shall be of any effect whatsoever. Renter agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Renter understands and agrees that this agreement may be modified only in writing.

**SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

**NO ALTERATIONS:** Renter rents the units in its "as-is" condition. Renter represents that he has inspected the space and agree that the space is in good condition and suitable for Renter's storage needs. Renter will not modify or alter the space without Owner's written consent, which Owner may give or withhold at its discretion. If Renter modifies or alter the space without Owner's written consent, Renter will pay to Owner all costs that Owner incurs to return the space to its original condition.

**PETS:** No pets are allowed in the Facility other than trained service dogs. If Renter or its invitees brings a pet to the Facility, Renter will be responsible for any damages caused by such pet whether to persons or property.

**SPACE SIZE APPROXIMATE:** Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

**Do not sign this agreement until you have read it and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.**

**By initialing, I agree to be contacted by text messages regarding normal business activities for my All Secure account.**



Renter Signature

On Behalf of Owner