

248-623-7877

Mailing Address:
P.O. Box 930784
Wixom, MI 48393



Street Address:
5279 Dixie Hwy.
Waterford, MI 48329

SELF-STORAGE RENTAL AGREEMENT

NAME _____ **DATE** _____
ADDRESS _____
CITY _____ **STATE** _____ **ZIP** _____
PHONE _____ **DRIVERS LICENSE** _____
USE _____ **GATE CODE** _____

IMPORTANT

NOTICE: If you fail to make your 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 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 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 as we notify you.

Name and address of another person to notify in the event it is necessary to notify Occupant of a proposed sale:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____

I ACKNOWLEDGE RECEIPT OF THE ABOVE NOTICE AND AGREE TO ITS TERMS.

Lessee: _____

IMPORTANT

The following is a portion of the terms and conditions of this leased agreement.

1. All payment checks are sent to Four Star Storage.
2. Inquiries related to accounting procedures are made to 248-345-0232.
3. **INSURANCE:** Four Star Storage only carries insurance on the building. Lessee should obtain his own insurance for contents stored on the Leased Premises.
4. **NO RESPONSIBILITY:** Four Star Storage is not responsible for theft, vandalism or any other type of damage to the contents stored within the storage unit on the Lease Premises.
5. **PROMPT PAYMENT:** Rent is due on the ___th day of each month, is past due after the fifth day and a 20% penalty shall be applicable.
6. **TERMINATION:** Lessee must notify Four Star Storage five days in advance of the termination date as to whether Lessee will vacate on the termination date.
7. **TERMS:** This lease is a month to month lease. Rates are subject to change with a 30 day notice.

AGREEMENT AND TERMS OF LEASE WITNESSETH:

This Lease, made and entered into on this _____th day of _____, by and between Four Star Storage, hereinafter referred to as the "Lessor" and _____, hereinafter referred to as the "Lessee."

1. **PREMISES:** The Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to lease from the Lessor, under the terms and conditions set forth on both sides of this Lease Agreement, hereinafter referred to as the "Lease," the following Premises, hereinafter referred to as the "Leased Premises":

UNIT NUMBER _____ located at 5279 Dixie Highway, Waterford, Michigan 48329

2. **TERM:** The term of this Lease shall commence on the above data and shall continue thereafter until terminated as hereinafter provided. Either party may terminate this Lease by giving the other party five (5) days written notice prior to the effective date of termination.

3. **RENTAL:** All Leases are for a minimum of one (1) full month effective the first day following the execution of this Lease. The Lessee shall pay to the Lessor, as rental for the leased premises, the sum of _____ dollars (\$ _____) per month, plus other charges delineated in the agreement in advance on the DUE DATE of each month throughout the term of this lease. All charges due in pursuance of this Lease shall be due and payable in lump sum on the DUE DATE of every month during the term of this agreement. Checks should be made payable to FOUR STAR STORAGE and sent to the Lessor at P.O. Box 930784, Wixom, MI 48393. Please note the unit number on checks.

RECEIPT IS HERBY ACKNOWLEDGED OF THE SUM OF \$ _____ DOLLARS WHICH REPRESENTS: RENT \$ _____ SECURITY DEPOSIT \$ _____

4. **USE OF LEASED PREMISES:** Lessee shall use Leased Premises for _____ and for that purpose only during the term of this lease.

5. **SECURITY DEPOSIT:** The security Deposit posted by the Lessee shall not be used as prepaid rent; shall not bear interest and shall be returned to the Lessee upon the termination of the lease provided all provisions of the Lease have been properly performed by the Lessee.

NOTE: ADDITIONAL TERMS AND CONDITIONS OF THIS LEASE APPEAR ON THE REVERSE SIDE. BOTH LESSOR AND LESSEE HEREBY ACKNOWLEDGE BY THEIR SIGNATURES BELOW THAT THEY HAVE READ AND ACCEPT ALL TERMS AND CONDITIONS EXPRESSED ON BOTH PAGES OF THIS LEASE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above written.

LESSEE: _____

LESSOR:
FOUR STAR STORAGE

THE FOLLOWING TERMS AND CONDITIONS REPRESENT A CONTINUATION OF THAT LEASE ENTERED INTO BY AND BETWEEN LESSOR AND LESSEE, BOTH OF WHOM ARE NAMED ON THE REVERSE SIDE OF THIS DOCUMENT, AND SAID TERMS AND CONDITIONS ARE EXPRESSLY INCORPORATED HERIN AND ARE MADE A PART HEREOF.

6. CONDITION OF PREMISES AND DISCLAIMER OF WARRANTIES: The Lessee accepts the condition of the Leased Premises at the time of occupancy. It is specifically understood that Lessor makes no warranties, expressed or implied, regarding the Leased Premises or related services, and Lessee is relying solely on his inspection and evaluation of the Leased Premises as the basis for his decision to enter in this Lease.

7. MUTUAL COVENANTS:

- A. It is expressly understood and agree upon by and between the parties that the Lessor shall not be liable and shall thereby be held harmless from any damages or injury of any type or nature resulting from water, termites (or other insects), fire, theft, mold, mildew, mysterious disappearance or Acts of God which may be sustained by Lessee or other persons; nor shall Lessor be liable for any damage or injury resulting from the obstruction of the water and sewer pipes, or other leakage of whatever nature in or about the Leased Premises.
- B. No Bailment is created herein under. Lessor is not a warehouseman engaged in the business of storing goods for hire and all property stored within or on the Leased Premises by Lessee shall be at the Lessee's sole risk and supervision. The Lessee shall be responsible for securing his own insurance and the cost of same to cover any personal injury or damage to the property. The value of the property to be stored in the Leased premises should not exceed \$2500.00 (if such value exceeds \$25000.00, written notice must be immediately given to Lessor). Lessee hereby expressly agrees that any carrier which issues any insurance on any property stored or otherwise located on the Leased Premises shall not have the right of subrogation to any claim the Lessee has against the Lessor, Lessor's agents or employees to include Lessor's insurance carrier.
- C. Lessee shall keep the doors closed and locked at all times except when Lessee is present and therefore Lessor shall have no liability or responsibility in the event of theft or vandalism of the Lessee's property. Lessee shall not allow any equipment, materials, and inventory of any property of any kind whatsoever to remain outside the Lease Premises, either temporarily or for storage purposes. It is expressly understood that Lessor shall maintain and keep fire and extended coverage insurance in effect covering the building of which the Leased Premises is a part and this insurance will cover only the structure and will not offer any protection to the Lessee or Lessee's invitees or personal property destroyed or damaged by fire or any other cause.
- D. The Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the Leased Premises and Lessee shall make no unlawful, offensive or noxious use of the Premises.
- E. Lessee agrees to pay all costs and expenses of litigation and reasonable attorney's fees suffered by the Lessor in connection with the enforcement of the terms set forth in the Lease. To the extent permitted by law, Lessor and Lessee, for themselves and for each of their respective agents, guests or invitees, each waive their rights by trial by jury for any action that either party may have against the other, at law or in equity arising out of or in any way related to this Lease, Lessee's use of the space, Lessee's access to the facility and for any other claim, including but not limited to, claims for bodily injury, loss of or damage to property, or the enforcement of any law, statute or regulation.
- F. Lessee agrees to comply with the reasonable rules and regulations of the self-storage area as from time to time are promulgated by Lessor. Lessee agrees to takes all steps necessary to insure that all activities within the Leased Premises shall not interfere with the quiet enjoyment of the remainder of the self storage are by Lessor and / or other Lessees.
- G. Lessee shall pay promptly the rent and related charges on the due date of each month, past due as of the fifth day, and 20% penalty shall be applicable to compensate Lessor for the additional administration expenses brought about by such late payment. Lessee hereby grants the Lessor a security interest in the property stored on the Leased Premises to secure the payment of all rents and other charges pursuant to this Lease.
- H. Lessee, or any successor, shall not assign this Lease or any part thereof or sublet the Leased Premises without the express prior consent of the Lessor.
- I. Lessee shall erect any signs on the Leased Premises or make any modification to the Leased Premises without the express prior written permission of the Lessor. Any improvements to the Leased Premises shall not be removed at the end of the term of this Lease.
- J. Lessee agrees to keep the Lease Premises in a good state of repair during the term of this Lease and return the Leased Premises to Lessor at the expiration of this Lease in the same condition as the Leased Premises are at the beginning of the term, fair weather excepted. Lessee shall be responsible for all necessary clean-ups and repair expenses. Lessor may deduct such expenses from the security deposit held by the Lessor.

8. PROPERTY TO BE STORED: Lessee hereby represents and warrants to Lessor that all property placed in or on the Leased Premises during the term of the Lease shall the sole property of Lessee. No petroleum products, corrosives, contaminants, pollutants, explosives, firearms, volatile or flammable chemicals or any other property which would materially increase the hazard of fire shall be stored on the Leased Premises. Lessor shall have the right to enter and inspect the Leased Premises at any time. Lessee shall not store heirlooms or property with sentimental value and waives his right to make claims for emotional attachment to such. The Leased Premises shall not used as a residence or for any unlawful purpose.

9. LESSOR'S REMEDIES: In the event Lessee violates any terms of this Lease or any installment of rents remains unpaid for fifteen (15) days, it is agreed that such default and failure to pay shall create a conclusive presumption that the property and material stored in and about the Leased Premises has been herein to another portion of the warehouse complex of which the Leased Premises is a part which shall be know as the "default area." Lessee agrees to defend, indemnify and hold Lessor harmless or and from any claims resulting from Lessor's activities in relation to the property stores in the Leased Premises after such property has been abandoned. Lessor may institute legal proceedings to evict the Lessee, foreclose its lien upon the property stored on the Leased Premises; enter the Leased Premises and remove the property, relet the Leased Premises and pursue any other legal remedies available to the fees. Lessee hereby appoints Lessor as its attorney-in-fact to advertise for sale the goods located in the Leased Premises and sell such goods at any time after any installment of rent has remained unpaid for fifteen (15) days after due. Lessor shall hold the proceeds of the sale of such goods for the account of Lessee deducting the charges for unpaid rent, damage to the Leased Premises, expenses involved in the moving, storage and sale of those goods, which expenses may involve court costs and reasonable attorney's fees, and any other charges which might be applicable under the terms of this Lease. NOTE: Partial payment will not delay legal eviction procedures.

10. NOTICES: Any notices permitted or required to be give by the terms of this Lease shall be effective upon mailing and shall be deemed sufficient if mailed by the United States Mail with the proper postage and address affixed thereto the parties at their addresses shown on page on of this Lease.

11. TIME OF THE ESSENCE: Time shall be of the essence in all undertakings set forth herein.

12. FINAL AGREEMENT: This Lease represents the entire agreement between the parties and any other statements, conditions, representations, or commitments are considered to be merged herein.

13. SURVIVAL OF COVENANTS: All portions of this Lease which by necessity are required to be enforced by either party are enforceable beyond the date of the termination of this Lease.

14. WAIVER: The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter nor shall the same give rise to any cause of action or defense on the part of the Lessee.

15. SEVERABILITY: The invalidity of any covenant or condition of this Lease shall not affect the validity of the remaining portions thereof.

16. MODIFICATION: No modification of this Lease will be effective to vary any pf the terms or provisions thereof unless the modification is in writing and signed by both parties. A copy of any modification will be give to both parties.