

STORAGE RENTAL AGREEMENT

It is agreed by and between **Boys Toys Inc.** DBA **Tree House Storage**, 5N373 Fairway Lane, Itasca, Il. 60143 hereinafter the "Operator" and _____

Who resides at _____, WI. Phone _____

Hereinafter the "Lessee". As follows:

- 1) Operator leases to the Lessee space in a self service storage facility more particularly described as UNIT # _____.
- 2) Lessee agrees to pay \$_____ per month to lease the above described storage space starting on the _____ day of _____, 20_____.
- 3) Rent will be due on the first of each month thereafter.
- 4) If Lessee fails to pay rent by the 5th of each, lessee will pay a \$5 late fee per month until all past due rents are current.
- 5) The lessee may terminate said lessee by notifying the operator in writing at the address provided herein, and by removing all of the lessee's personal property from the storage space. Lessee will be responsible for the full month rent if the due date for payment of rent for said month has passed prior to written notification and removal of said property has been verified by the operator.
- 6) **Said spaces shall be used for storage purposes only and not for residential purposes.**
- 7) **OPERATOR HAS A LIEN ON PERSONAL PROPERTY STORED IN SAID LEASED SPACE AND OPERATOR MAY SATISFY THE LIEN BY SELLING THE PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF RENTAL AGREEMENT OR ANY WRITTEN EXTENSION HEREOF.**
- 8) Default – If the lessee fails to pay rent due under paragraph 3 above for a period of 10 consecutive days after the due date, or if the lessee fails to pay rent for storage of personal property, abandoned after the termination of said agreement, said lessee is in default under this agreement and subject to the following default provisions:

Remedies upon default:

- a) Operator may deny access to the personal property located on the leased space until the lessee redeems said property by paying the operator all rent and other charges and fees. Upon receipt of such payment, the operator shall return the personal property, and thereafter the Operator shall have no liability to any person, with respect to such personal property.
- b) At any time prior to sale of said property, lessee may redeem by paying the operator all rent, charges and fees. A operator may not sell personal property unless the operator first delivers two (2) notices as provided by Sec. 709.95(5) Wisconsin statutes, the 1st by regular mail and the second by certified mail. The first notice shall be sent to the lessee and the specified alternative person identified in this lease agreement. The second notice only to the lessee.
- c) A sale shall be conducted according to the provisions of Sec. 704.90(6) of the Wisconsin statutes or any amendments thereto.
- d) There will be a \$50 lock fee added to account to secure locker until balance is paid.

- 9) In the event of default or abandonment as defined herein, Operator shall provide _____(name) who resides at _____ Phone _____ email _____

A notice of opportunity to redeem under paragraph 8(b), in addition to lessee named herein.

- 10) Any space leased to a husband and wife may be entered by either husband or wife and personal property stored in lessee's leased space, and in the case of a space leased to a husband and wife, both, together or separately have said rights of care, custody and control. In case of a husband and wife, operator shall have no liability for disputes over ownership, care of, or control of any personal property.
- 11) This agreement complies with Sec. 704.90 of the Wisconsin Statutes and incorporates the definitions thereof.
- 12) Operator shall give 60 days notice of any rental increase to lessee prior to enacting said increase.
- 13) Operator is not liable for any damage to lessee's property by vandalism, theft, wind, fire, humidity, temperature or other natural calamity. Lessee shall keep all personal property stored by operator insured at Lessee's expense and the Lessee agrees to hold the Operator harmless for such liability.
- 14) Operator will hold as security, a amount equal to one months rent that shall not to be used for rent. The amount being held is \$_____.

Dated this _____ day of _____, 20_____.

(Lessee)

Russ Rodriguez, Operator
630.767.9000

(Lessee)

Bryce McNeely, Operator's agent
(608) 547-3112

Drivers License # _____ DOB _____

SSN # _____

Credit Card Number # _____

Expiration date _____ Security Code _____

E-Mail Address _____