

| DRIVER'S LICENSE #      | STATE | ТАХ                        |  |
|-------------------------|-------|----------------------------|--|
| EMERCENCY CONTACT PHONE |       | TOTAL                      |  |
| NAME                    |       | \$35.00 RETURNED CHECK FEE |  |

Tenant agrees to pay owner as rent for said premises the sum of \_ Dollars (\$\_\_ ) per month to be paid in advance on or before the fifth day of each month during said term. All payments or rent shall be made to The Village Lock-Up. P.O. Box 21, Old Washington, OH 43768.

A \$25.00 deposit is required on all storage units. This is payable in advance along with the first month's rental payment. The deposit will be refunded only if thirty (30) days' notice is given prior to vacating premises.

### PAST DUE RENT:

#### All accounts that remain unpaid 7-days beyond the rental due date will be charged a \$15.00 per month late charge.

Upon tenant's failure to pay rent when it becomes due, the owner may, without notice, after 7-days from the date the rent is due, deny its tenant access to the personal property located in the self-service storage facility by placing an overlock on said storage unit. The overlock shall be removed within 24-hours after receipt of acceptable payment.

### LESSOR AND RENTER MUTUALLY AGREE AS FOLLOWS:

1. Renter shall use said space only for the storage of goods in Renter's lawful possession. Renter will keep the space in good condition (usual wear and depreciation expected), will use the space for no unlawful purpose, will not litter the surrounding premises and will not store noxious, filthy, explosive or highly inflammable materials or goods or animals in the space; deposit is refundable only if in good condition upon vacating, premises are left broom clean and empty upon vacating, and Renter pays all rent and charges due. Renter accepts the premises as suitable for Renter's storage purposes, and waives all defects, if any, therein. Renter accepts responsibility for placing wood strips under cardboard boxes, furniture and other items that could be damaged by dampness. Renter understands that access to the premises shall be between dawn and dusk only. Initial

2. This Rental Agreement may be renewed for subsequent month if rent payment is received on the due date indicated above, If Renter fails to pay the rent when due or vacate the premises promptly upon expiration of this agreement, then Lessor may take immediate possession of the premises together with all property thereon, without notice to Renter. If said delinquency continues thereafter for 10-days, then upon 15-days written notice to Renter as to time and place of sale (public or private), Lessor may sell all or part of said property and apply the proceeds first to expenses of sale, attorney fees, legal costs and delinquent rental. Any excess proceeds shall be held for Renter for 90-days without interest. Renter's failure to claim excess proceeds or unsold goods within 90-days following sale shall constitute an abandonment thereof by Renter, and same shall become Lessor's absolute property. All notices to Renter shall be by certified mail to the address shown herein or to such other address as Renter may notify Lessor in writing. In the event of sale, Lessor shall not be obligated to realize proceeds greater than delinquent due plus the expense described above. Any personal papers, pictures or documents will be disposed of by Lessor in any manner it deems fit.

3. Renter understands that Lessor is not storing goods for hire, is not a public warehouseman, but instead is merely renting space for storage of unidentified goods by Renter. Renter also understands that LESSOR EXERCISES NO CUSTODY CARE OR CONTROL OVER ANY GOODS STORED BY RENTER, AND THAT LESSOR CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS RENTER MAY CLAIM to have while renting the storage space. Renter acknowledges that all goods are stored at Renter's sole risk and that insurance for stored goods is available at Renter's sole option and expense. Renter agrees NOT to subrogate against or allow his insurance company to subrogate against Lessor in the event of loss or damage of any kind or from any cause. Renter further acknowledges full concurrence and understanding of these provisions by electing one of the following:

# to arrange own coverage

to self-insure; Initial \_\_\_\_\_

Lessor expressly disclaims all liability and express or implied warranty for or in connection with loss or damage to any goods stored by or any use made of the premises by Renter, no matter what the cause, including loss or damage from fire, explosion, theft, vandalism, wind, water, moisture, mildew, extreme temperatures, insects, rodents, building defects, ect. Renter shall indemnify and hold Lessor harmless from all claims, demands and actions arising directly or indirectly from Renter's storage of goods in such space.

4. Renter shall not sublease or assign any part of such space without Lessor's written consent. In the event of an emergency, Lessor will have the right to enter the premises using any necessary reasonable force. The terms and conditions herein constitute the entire agreement between the parties and provide the sole basis for determination of the parties' respective rights and obligations.

All provisions hereof are severable. This agreement is binding upon and shall insure to the benefit of the parties hereto, their heirs, successors, and assigns.

# RENTAL CHARGES FOR SUBSEQUENT MONTHS ARE SUBJECT TO INCREASE UPON ADVANCE WRITTEN NOTICE TO RENETER.

ACCEPTED AND AGREED TO:

(date)