

RIVERBEND STORAGE LLC

69 McCollum Avenue

Galesburg, MI 49053

RENTAL AGREEMENT

This agreement is effective upon the receipt of the confirmation email, between Riverbend Storage, LLC, ("Owner") and "Tenant."

1. **Premises.** The Owner hereby agrees to lease to Tenant the above-referenced storage unit space and Tenant hereby agrees to lease said space from the Owner under all the terms and conditions included in this Rental Agreement ("Agreement") set forth below.
2. **Term.** The term of this agreement shall commence on the date the agreement is executed and shall continue on a month-to-month term. The Tenant shall pay the full amount stated above plus other charges delineated in this Agreement in advance on the 1st of every month.
3. **Receipt.** Receipt is hereby acknowledged by a copy of this Agreement provided to Tenant upon payment of prorated monthly rental amount and first month's rent.
4. **Use and purpose.** These premises are to be used for the storage of personal property and household goods for lawful purposes only. **The storage of food, liquids, flammable, explosive, or inherently dangerous materials is prohibited.** Tenant is prohibited from storing any items that are a violation of local law, state law, federal law, or in violation of any Board of Health, Sanitary Department, Police or Fire Department, or any other governmental agency. Tenant is responsible for all costs associated with removal of any hazardous materials. **Tenant agrees to lock gate upon exiting the facility.** Tenant agrees not to store items outside of their storage unit, motor vehicle, trailer, motor home, or similar.
5. **Deposit.** Tenant shall pay Owner a \$25.00 deposit fee which will be returned at the time of move-out as long as the unit is deemed move-in ready for the next tenant.
6. **Rent.** Tenant shall pay Owner the monthly rent stated below via cash, check, or money order. The initial rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are due on the **first of each calendar month**. No monthly statements or reminders will be sent by Owner. Tenant understands that rent is not pro-rated at the time of move-out and partial month's unused rent is not refundable. Tenant understands that rent must be paid in full each month in advance, due on the first day, and that Owner does not accept partial payments. **Rent may be dropped off at the Payment Box on the premises, or mailed to Riverbend Storage LLC, PO Box 443, Galesburg, Michigan 49053.** Rent payments made after the Owner's normal and/or posted business hours will be credited to the Tenant's account the next business day. After expiration of the initial term of the Agreement, the Owner may change the rent or any other charge or fee by giving Tenant thirty (30) days' notice via electronic mail, text, or physical mailing to the address listed on this form. A \$50.00 returned check fee will be applied to any returned checks.
7. **Licenses and Registrations.** If Tenant leases outdoor storage space for motor vehicle, trailer, motor home, or similar, Tenant shall maintain appropriate and current license and registration of said items. If not maintained, the item(s) will be towed at the Tenant's expense.
8. **Late Payments.** Rent received more than five (5) days past the due date will result in a late processing fee of \$10.00. Rent more than 5 days past due will also result in unit lock-down and a \$20.00 lock-down fee will be charged, and Owner has 48 hours within which to reinstate access after all outstanding fees are paid. The eviction process begins on or after 20 days past due. An additional \$50 eviction fee will be charged when Owner needs to start the eviction process for tenants with past due accounts.
9. **Rules.** Owner reserves the right to adopt rules and regulations regarding the hours of access to and use of the storage space.

Unit Number: _____

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Initials _____

- 10. Insurance.** Tenant, at Tenant's expense, is encouraged to maintain an insurance policy in adequate amounts to properly insure all property stored in the storage space. Tenant stores property at his or her own risk. **Owner is not responsible for damage, loss, theft, or any other claim for personal property.**
- 11. Right to enter.** Tenant agrees that the Owner has the right to enter the storage space or any part thereof by any means including, without limitation, the cutting and removal of Tenant's lock for the purpose of examining the same for lease violation or condition thereof, or to make improvements, repairs, or alterations thereto. Owner reserves the right to move Tenant's property to a different unit.
- 12. Abandonment of Property.** Any property which shall remain in the occupant's unit after the expiration or termination of this Agreement, shall be deemed to have been abandoned, and either may be retained by the Owner as its own property or sold in accordance with Michigan law. If such property or any part shall be sold, the Owner may receive and retain the proceeds of such sale and apply the same at its option against the expenses of reentry and sale, the cost of moving and storage, any arrears and additional charges and damages (deemed to be at least \$150.00). Tenant agrees to pay all cost involved with disposal of Tenant's property.
- 13. Breach.** Failure to make required payments results in a breach of this rental agreement. Tenant will be notified via electronic mail or text of late payment for five days. If the balance is still not paid after five days, a lock will be placed on the storage unit and/or gate access will be suspended. A late fee of \$20.00 will be incurred and also a lock-removal fee/gate code reactivation fee will be incurred of \$25.00. If the balance due is still not paid after 20 days, an eviction fee of \$50 will be incurred. If Tenant fails to bring the account current or vacate the premises within fifteen (15) days, a statutory lien on the property will be enforced and Owner may sell the items within the storage unit at a public sale.
- NOTICE: Before the sale, Tenant will be notified by first-class mail or by electronic mail of the amount due. The notice will be mailed to Tenant's last known address. In order to preserve the right to be notified, it is important that Tenant notify us in writing of any change in mailing address. Also, Tenant should supply us with the name and address of another person who can reach Tenant if he/she is not at the mailing address, and we will notify that person at the same time and in the same manner as we notify Tenant. **Public sales will be posted on:***
- www.bid13.com
- 14. Disposal.** Owner may dispose of property not claimed by the owner, not sold at the public sale, and/or left on the premises. Tenant will be charged \$50.00 disposal/cleaning/nuisance fee.
- 15. Lien.** Tenant acknowledges that Owner has a statutory lien upon all personal property, whether or not owned by the Tenant, located in the storage space or on the premises as security for the amount owed on the account.
- 16. Indemnification.** Tenant agrees to indemnify, hold harmless and defend Owner and Owner's agents and employees from all claims, demands, actions or causes of action (including actual attorney's fees and costs) that are hereinafter asserted against the Owner or Owner's agents or employee's and arising out of Tenant's use of the Storage space and/or the premises, including claims for Owner's negligence, except that Tenant shall not be liable for claims arising out of Owner's sole negligence.
- 17. Signature and Acceptance.** Tenant acknowledges, understands, and agrees by signing this Rental Agreement Tenant is bound by its terms, conditions, rules, and future rules and regulations adopted by the Owner regarding the use, access, and hours of the Tenant's storage unit and storage facility grounds. Tenant acknowledges, understands, and agrees that by its use of the storage facility the Tenant shall be bound by its terms, conditions, rules, and future rules and regulations adopted by the Owner regarding the use, access, and hours of the Tenant's storage unit and storage facility grounds.