

RIVERBEND STORAGE LLC
69 McCollum Avenue
Galesburg, MI 49053

RENTAL AGREEMENT

This agreement is effective upon the execution and payment of the first month's rent (Effective Date"), between Riverbend Storage, LLC, ("Owner") and "Tenant."

NOTICE: If you fail to make the required 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 or by electronic 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 in writing of any change in your mailing address. Also, you should supply 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 manner as we notify you.

- 1. Premises.** The Owner hereby agrees to lease to Tenant the below-referenced storage unit or space ("Storage Unit") located at 69 McCollum Avenue, Galesburg, MI 49053 (the "Property") 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 the first month's rent is paid. This Agreement shall continue on a month-to-month term unless otherwise stipulated. The Tenant shall pay the full amount stated below plus other charges in this Agreement in advance on the 1st day of every month unless otherwise stipulated.
- 3. Receipt.** Receipt is hereby acknowledged by the executed Agreement and payment of the 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 the gate upon exiting the facility.** Tenant agrees not to store items outside of their storage unit including but not limited to, motor vehicles, trailers, motor homes, or any other items.
- 5. Sub-leasing.** Subleasing and or assigning the Storage Unit by Tenant to any other person or entity without the written consent of Owner is prohibited.
- 6. Deposit.** Tenant shall deposit with Owner a \$25.00 deposit fee which will be returned at the time of move-out if the Storage Unit is left in the same condition as it was when Tenant first moved in and is deemed move-in ready for the next tenant.
- 7. Rent.** Tenant shall pay Owner the monthly rent ("Rent") stated below via cash, check, money order, or credit card. There is a 4% service fee associated with credit card payments. The initial rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are due on the **first day of each calendar month.** No monthly statements or reminders will be sent by Owner. Tenant expressly acknowledges and understands that Rent is NOT prorated at the time the Tenant moves-out. Partial month's unused rent is not refundable. **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. A \$50.00 returned check fee will be applied to any returned checks. Owner may change the Rent or any other charge or fee at its sole discretion by giving Tenant thirty (30) days' notice via electronic mail, text, or the last known mailing to the address listed in this Agreement.

Unit Number: _____

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- 8. Late Payments.** Rent received more than five (5) days past the due date will result in a late fee of \$10.00. Rent more than ten (10) days past due will also result in unit lock-down and a \$20.00 lock-down fee will be charged. Fees are assessed per unit and per outdoor storage space.
- 9. Licenses and Registrations.** If Tenant leases outdoor storage space for the storage of motor vehicle, trailer, motor home, or similar items, Tenant shall maintain appropriate and current license and registration of said items. If Tenant does not maintain and keep current licensure and/or registration, the item(s) will be towed at the Tenant's expense.
- 10. Default.** Failure to perform under the terms of this Agreement shall result in a Default of this Agreement. If Tenant is in Default of the Rental payments or any other payments under this Agreement after five days, a late fee of \$10.00 pursuant to MCL 570.523 et al. shall be charged. Failure to pay Rent or any other charges due under this Agreement after ten days shall result in a lockout in that Owner shall lock the Storage Unit, motor vehicle, trailer, motor home, or similar item. A lock-removal fee shall be incurred of \$20.00. If the balance due is still not paid after 2 months of Default, an eviction fee of \$50 shall be charged and Tenant shall be provided with a written eviction notice via a letter at the last known address or by electronic mail. If Tenant fails to bring the account current or fails to make written arrangements for payment with the Owner within twenty days after the date of the eviction notice, a statutory lien on the property will be enforced pursuant to MCL 570.522 et al. and Owner may sell the Tenant's personal property in 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. 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
- 11. Rules.** Owner shall at its sole discretion reserve the right to adopt/change the rules and regulations regarding the hours of access to and use of the Property.
- 12. Insurance.** Tenant, at Tenant's expense, is encouraged to maintain an insurance policy in adequate amounts to properly insure all Tenant's property and contents stored in the Storage Unit. Tenant stores all Tenant's property at his, her or its own risk. **Owner is not responsible for any damage, loss, theft, or any other claim whatsoever for Tenant's personal property.**
- 13. Right to enter** Owner shall have the right to enter the Storage Unit or any part thereof by any means including, without limitation, the cutting and removal of Tenant's lock in the event Tenant breaches any provisions of this Agreement and/or for the purpose of making improvements, repairs, or alterations at Owner's sole discretion. Owner reserves the right to move Tenant's property to a different Storage Unit without incurring any liability.
- 14. Abandonment of Property.** Any property which shall remain at the Storage 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 Rent 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.
- 15. Disposal.** Owner may dispose of Tenant's property not claimed by the Tenant, not sold at the public sale, and/or left on the premises. Tenant will be charged \$50.00 disposal/cleaning/nuisance fee.
- 16. Lien.** Tenant acknowledges that Owner has a statutory lien pursuant to MCL 570.523 et al. on all personal property, whether or not owned by the Tenant, located in the Storage Unit or on the premises as security for the amount owed by Tenant.
- 17. Indemnification.** Tenant agrees to indemnify, hold harmless and defend Owner and Owner's agents, employees, successors, and permitted assigns, and 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 Unit and/or the premises, including claims for Owner's negligence..

18. Right of Refusal. This Rental Agreement is month to month unless otherwise stipulated. Owner reserves the right not to renew this Rental Agreement at the end of the month. Owner shall inform the Tenant of non-renewal by providing 15 days notice.

19. 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 expressly agrees that by Tenant's use of the Storage Unit and storage facility, Tenant shall be bound by Owner's terms, conditions, rules, and future terms, rules and regulations adopted by Owner regarding the use, access, and hours of the Tenant's Storage Unit and storage facility grounds.

Date: _____

Signature: _____

Name: _____

Phone Number: _____

Email Address: _____

Address: _____

Additional Name and

Address: _____

Monthly Rental Fee: \$ _____

Storage Unit Number: _____

Unit Number: _____

Initials _____