

**WILLAREDT SELF STORAGE RENTAL AGREEMENT**  
**800 N. Route 45, PO Box 1245, Mattoon, IL 61938 Phone : 217-234-4477**

<p><b><u>SPACE AND RENTAL INFORMATION:</u></b>  Date of rental agreement: _____  Approximate unit size: _____  Unit#: _____   Monthly rent: \$ _____  Tax or insurance (if applicable): \$ _____  Total paid \$ _____  Paid through date: _____</p>	<p><b><u>FEES:</u></b>  Administration fee: \$ 10.00  Invoice fee: \$ 2.00  Late Fee, each month: \$ 10.00  Lock cut fee: \$ 10.00  NSF fee: \$ 25.00  Lien/Sale fee: \$ 25.00+publication costs  Cleaning fee, minimum: \$ 20.00  Repairs: \$ 60/hour+actual costs</p>
<p><b><u>OCCUPANT INFORMATION:</u></b>  Occupant name: _____  Address: _____  City/state/zip: _____  Telephone (home): _____  Cell: _____  E-mail: _____  <b>By electing to provide its e-mail address, Occupant agrees that notice by Owner may be given to Occupant via e-mail.</b>  Drivers license/state _____ / _____  <b>Are you or your spouse in the military or reserves?</b>  Yes: ___ no: ___ if yes, commander contact information:  _____</p>	<p><b><u>ALTERNATE INFORMATION:</u></b> Please provide the name and address of another person in addition to yourself to whom any notices may be sent. If none, write none and initial.  Alternate name: _____  Address: _____  City/state/zip: _____  Phone: _____  <b><u>EMERGENCY CONTACT:</u></b>  Name: _____  Address: _____  City/state/zip: _____  Phone: _____</p>

**Description of property to be stored: General household goods and personal or business goods.**

If Occupant's property includes a vehicle, trailer or boat, Occupant must complete Addendum for Boat/Vehicle/Trailer and return form to Owner at [storage@willaredt.com](mailto:storage@willaredt.com) or return to Owner's office.

**Lienholder information:** Occupant is required to disclose to the Owner any lienholder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he owns or has legal possession of the personal property in his or her space(s) and that all the personal property in his or her space(s) is free and clear of all liens and secured interests. If Occupant stores any items with a lienholder, Occupant must send detailed lienholder information to [storage@willaredt.com](mailto:storage@willaredt.com).

This **Rental Agreement** is entered into between Willaredt Self Storage ("Owner") and Occupant listed above. In consideration of all the terms and conditions herein, Owner does hereby lease to Occupant the above-described storage space (the "space") located at the self storage facility at the address listed above (the "facility") pursuant to the following terms and conditions:

**1. Term:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month. All terms and conditions of this rental agreement shall continue so long as Occupant retains possession of the space.

**2. Rent:** The Occupant agrees to pay the Owner, for the use of the space and improvements thereon, the monthly rent listed above, plus any applicable taxes. Monthly installments are payable in advance at the Owner's office on or before the Due Date listed above, in the amount of the monthly rent stated above, and a like amount each month hereafter, until the termination of this agreement. The Owner acknowledges receipt of the sum set forth above showing payment through the date as set forth above. If any monthly installment is not paid when due, or if any check delivered in payment is dishonored, the Occupant shall be deemed to be in default under the terms of this agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. **Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.** Owner accepts checks, money orders and credit cards. Cash is accepted for walk in payments only during regular business hours. Do not put cash in any mail slot or drop box.

**3. Fees:** Concurrently with the execution of this rental agreement, Occupant shall pay to Owner a nonrefundable new account **ADMINISTRATION FEE** of \$10.00. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after ten (10) days from the rental due date, Occupant shall pay to Owner an additional sum of \$10.00 as a **LATE FEE** for each month rent is past due, such amount being considered liquidated damages. Owner does not waive any rights under the law for non-payment of rent. Said late charges are due and payable without demand from Owner. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge of \$25.00 as an **NSF FEE**. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee of \$25.00 as a **LIEN/SALE FEE**. **CERTIFIED MAIL FEE:**

\$15.00 for mailing a Certified Mailing with the Postal Service. If Occupant's lock must be cut, Occupant shall be responsible for LOCK CUT FEE of \$10.00. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this agreement incurred by Owner in connection with the enforcement of the agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the agreement. Occupant further agrees to pay a CLEANING/REPAIR FEE of \$40.00 per hour, \$25.00 minimum, for any cleaning or repair of any damage done to the space or the facility and to clean up the space at the termination of the agreement. SECURITY DEPOSIT: Security Deposit (if required by Owner) shall be held and commingled with any funds by Owner. Should Occupant leave any amount unpaid when vacating unit, some or all of Security Deposit shall be used to satisfy any amount due, including charges for damage repair or cleaning, and any remaining amount shall be refunded within a reasonable period of time. No interest shall be paid on the Security Deposit.

**4. Access:** If rent is not paid within ten (10) days following the monthly due date, Owner may, without notice, deny the Occupant access to Occupant's property located in the space or otherwise at the facility. Additionally, if Occupant is renting more than one space at any given time, default on one rented space shall constitute default on all rented spaces, entitling Owner to deny access to Occupant to all rented spaces. Occupant's access may be conditioned in any manner deemed necessary by Owner to maintain order and protect the space and the facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and searching vehicles and contents. Neither Owner nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to gain access to, or exit from the space or the facility, whether because of mechanical or other electrical failure, electronic entry devices, weather, or for any other reason. Access will be denied to any party other than the Occupant, unless said party retains access code and key to lock on the space or has supplied Owner with written authorization from the Occupant to enter the space. Occupant is responsible for snow removal in front of rented Space. Owner will clear snow as close as possible but is not responsible for snow clearance in front of each Space.

**5. Use of storage space:** The space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. **The Occupant agrees not to store any lithium batteries, e-bikes, used oil, regulated materials, explosives, flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space or elsewhere on the property which would cause danger or nuisance to the space or any other portion of the property, except as customarily contained in a vehicle or boat.** No storage of more than 4 tires off-vehicle. The Occupant agrees that the space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the space or anywhere on the property, and will keep the space and the property in good condition during the term of this agreement. The Occupant agrees that the space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. **The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the space or on the property. There shall be no habitable occupancy of the space by humans or pets, dead or alive, of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this agreement.** The storage of food or any perishable goods is strictly prohibited. Occupant agrees not to conduct any business out of the space and further agrees that the space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the space on the property or from any activity, work or thing done, permitted or suffered by the Occupant in the space or on or about the property including guests or agents of Occupant. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate termination of this agreement and shall cancel Occupant's right of occupancy.

**6. Hazardous or toxic materials prohibited:** Occupant is strictly prohibited from storing or using materials in the space or in the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity specifically includes any costs, expenses, fines or penalties imposed against the Owner or any of its respective agents, employees or affiliates, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the space at any time to remove and dispose of prohibited items.

**7. Limitation of value: Occupant agrees not to store property with a total value in excess of \$2,000 without the written permission of the Owner and Occupant has provided proof of insurance to Owner to cover the value of the stored property. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$2,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.**

**8. Insurance:** Occupant, at Occupant's expense, shall secure and maintain its own insurance policy covering 100% of the actual cash value of its stored property against reasonable perils, including fire, burglary and vandalism. Insurance covering Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all the risk of loss to its stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees. **OCCUPANT MAY COMPLY WITH THIS INSURANCE REQUIREMENT IN THIS SECTION BY PARTICIPATING IN THE TENANT INSURANCE PROGRAM OFFERED AT THE FACILITY (THROUGH A LICENSED INSURANCE AGENT) OR PROVIDING THE FACILITY WITH PROOF OF INSURANCE COVERING ITS STORED PROPERTY. OCCUPANT ACKNOWLEDGES AND AGREES THAT THE FAILURE OF OCCUPANT TO PROVIDE PROOF OF INSURANCE FROM ANOTHER INSURANCE PROVIDER MAY RESULT IN OCCUPANT'S AUTOMATIC ENROLLMENT BY OWNER IN THE TENANT INSURANCE PROGRAM OFFERED AT THE FACILITY, AND, IN SUCH CASE, OCCUPANT WILL BE**

**FINANCIALLY RESPONSIBILITY FOR THE COST OF THE MINIMUM INSURANCE COVERAGE AVAILABLE. OCCUPANT UNDERSTANDS AND AGREES THAT PARTICIPATION IN THE TENANT INSURANCE PROGRAM OFFERED AT THE FACILITY CAN BE CANCELLED AT ANY TIME UPON OCCUPANT'S PRESENTATION OF PROOF OF INSURANCE FROM ANOTHER INSURANCE PROVIDER INSURING OCCUPANT'S STORED PROPERTY. IF OCCUPANT PURCHASES INSURANCE COVERAGE THROUGH THE TENANT INSURANCE PROGRAM OFFERED AT THE FACILITY AND OCCUPANT'S PREMIUM IS NOT PAID WHEN DUE, THEN OCCUPANT'S COVERAGE MAY TERMINATE UNDER THE TERMS OF OCCUPANT'S CERTIFICATE OF INSURANCE. IN THE EVENT OCCUPANT PARTICIPATES IN THE TENANT INSURANCE PROGRAM OFFERED AT THE FACILITY, TENANT ACKNOWLEDGES THAT OWNER MAY RECEIVE A PORTION OF THE COST OF SUCH INSURANCE AS AN ADMINISTRATIVE FEE.**

**9. Release of liability for property damage:** No bailment is created by this rental agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the space shall remain vested in the Occupant, and all property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Neither **Owner nor its respective agents, employee or affiliates shall be liable for any loss of or damage to any personal property in the space or at the facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, acts of God, the active or passive acts or omissions or negligence of the Owner or the malfunction of any type of climate control system installed by Owner.**

**10. Rules and regulations:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the space or the preservation of good order in the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

**11. Owner's right to enter:** In cases where the Owner considers it necessary to enter the space for purposes of examining the space for violations of this agreement or conditions in the space, or for making repairs or alterations thereto, or to otherwise comply with this agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into the space and to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.

**12. Notice of lien:** Owner shall have a lien on all personal property stored in the space for rent, labor or other charges, present and future, in relation to the personal property and the expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to the "ILLINOIS SELF SERVICE STORAGE FACILITY ACT" 770 ILCS 95/1-95/7. The lien provided hereunder attaches as of the date that the personal property is brought to the premises. In addition to all other remedies available at law or in equity, Owner may enforce its lien by selling or otherwise disposing of the personal property stored in the space (including but not limited to on-line sales). In no event shall the Owner's liability exceed the proceeds of the sale. This lien covers any personal property which Occupant stores in the space, even if it is owned by someone else. If the property upon which the lien is claimed is a vehicle, trailer or boat, and rent and other charges related to the property remain unpaid or unsatisfied for sixty (60) days, the Owner may have the property towed from the self-service storage facility. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

**13. Condition and alteration of the space:** Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

**14. Locks:** Owner shall have the right to assume that possession of a key and access code is evidence of authority to enter Occupant's space. Should Occupant appoint another person or entity to enter the space, Occupant shall be responsible for the conduct of such person or entity. In the event such lock is rendered ineffectual for its intended purpose from any cause, or the space is rendered insecure in any manner, Owner may, at its sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure the access to Occupant's space. If Occupant loses the key to their lock, the lock may be removed by the Owner only in the presence of the Occupant with valid ID. Occupant is responsible for LOCK CUT FEE, stated above.

**15. Military:** In order to comply with Service Members Civil Relief Act it is Occupant's obligation to notify the Owner in writing that Occupant and any Occupant family member storing goods at the facility are in active military service, or a dependent thereof, in order to determine Occupant's qualifications under this act. If Occupant's military status or Occupant's family member's military status changes, Occupant agrees to notify the Owner in writing of this change immediately.

**16. Notices from Owner:** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this rental agreement. Notices shall be deemed given when deposited with the U. S. Postal service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant has provided the Owner with an electronic address, the Owner may communicate with Occupant and provide Occupant with any written notices authorized or required under this Agreement or by applicable law via electronic mail and/or text message.**

**17. Notices from Occupant:** Occupant represents and warrants that the information Occupant has supplied in this rental agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the space and any removal or addition of property to or out of the space within ten (10) days of the change. Occupant understands they must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the facility address set forth above or by e-mail only if e-mail is acknowledged by Owner. Should Occupant cause the U.S. Postal Service to send an Address Correction, Owner shall accept the notice as having come directly from the Occupant as a valid address change notice.

**18. Changes:** All terms of this rental agreement, including but without limitation, monthly rental rate, conditions of occupancy and other

charges, are subject to change upon twenty (20) days prior written notice to Occupant or posting changes on Owner's web site. If changed, the Occupant may terminate this rental agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, this rental agreement shall be thereby amended and the change shall become effective and apply to his or her occupancy.

**19. Termination.** This agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the agreement at least five (5) days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the agreement. Upon termination of this agreement, the Occupant shall remove all personal property from the space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the space to the Owner on the day of termination. Occupant agrees that unit shall be left in a broom-swept condition. If the Occupant fails to fully remove its property from the space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the space or on the property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. Occupant agrees to pay all costs incurred by the Owner for said cleanout and/or repair, and Owner may use a collection agency to collect any unpaid amount.

**20. Abandonment:** This agreement shall automatically terminate if the Occupant abandons the space. The Occupant shall be deemed to have abandoned the space if the Occupant has removed the contents of the space and/or has removed the Occupant's locking device from the space and is **not current** in all obligations hereunder. Abandonment shall allow the Owner to remove all contents of the space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

**21. Attorney's fees:** In the event the Owner retains the services of an attorney to recover any sums due under this rental agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

**22. Financial information:** Owner does not warrant or guarantee that any of Occupant's financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner and its respective agents, employees and affiliates for damages arising from the use of said information by others.

**23. Permission to Communicate:** Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing, texting and using social media to communicate with Occupant (including automated calls and texts) with marketing and/or other business related communications, including collection notices using any contact method provided by Occupant. Occupant may opt-out of any communication by replying "STOP" to any message.

**24. Personal injury.** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees. Occupant agrees to hold Owner harmless from any claims or actions by invitees, family, employees, agents or servants.

**25. Release of information.** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**26. Occupant's liability.** In the event of a foreclosure of the Occupant's interest in the space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds, if any.

**27. Assignment and subletting.** The Occupant shall not assign this agreement or sublet the space without the express written consent of Owner. Any assignment will require the Assignee to execute a new rental agreement with customary terms and conditions.

**28. Waiver/enforceability.** In the event any part of this agreement shall be held invalid or unenforceable, the remaining part of this agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

**29. Waiver of jury trial.** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this rental agreement.

**30. Limited warranty.** This agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties or owner changes). The agents and employees of the Owner are not authorized or permitted to make any warranties about the space, the property, or any facilities referred to in this agreement. The Owner's agents' and employees' oral statements do not constitute warranties and shall not be relied upon by the Occupant. No promises or representations of safety or security have been made to Occupant by Owner or Owner's agents. There shall be no liability to Owner, Owner's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that all warranties, express or implied, are excluded from this transaction and shall not apply to the leased space, premises, and facility referred to herein.

**31. Temperature control (if applicable):** Temperature (climate) controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate or systems will not fail. Systems that are used to provide heating and cooling do not have backup power sources. Occupant releases Owner from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including but not limited to the negligence of Owner, loss of utility service, mechanical failure, or acts of god.

**32. Shared Storage Space (if applicable):** Occupant agrees, if renting a Shared Storage Area, storage of items outside the defined space is not allowed, agrees that other renters may have access to the shared area and agrees to not hold Owner liable for the actions of other renters.

**Occupant hereby acknowledges by signing this Rental Agreement or by putting your lock on the unit that Occupant has read, understood and agrees to all terms, rules and conditions contained in this Rental Agreement.**

Occupant

for Willaredt Self Storage

By: \_\_\_\_\_

by: \_\_\_\_\_

Date: \_\_\_\_\_