

Geneseo Super Wash Storage Unit Lease Agreement

Occupant _____ hereby agree to the following terms and conditions:

1. Location and contact information of Facility:

a. Geneseo Super Wash/Storage Units

i. 810 W. Main St. Rt. 6 West, Geneseo, IL 61254

cell 309-269-1490

2. Rent

a. Rental payments are due from the occupant to the owner on the first day of each month. **RENT MAILING ADDRESS: PO BOX 311 GENESEO IL 61254**

b. Rent shall be set at \$ _____ per month.

3. Date

a. The lease shall begin on _____.

4. Unit Number

a. This lease is for Unit _____.

5. Deposit

a. One month's rent is required as a security deposit prior to rental.

6. Late Fees

a. A late fee of \$20 or 20% of the monthly rent, whichever is greater, will be assessed for an account where rent is more than 5 days late.

b. Owner may also charge occupant for other expenses incurred as a result of occupant's failure to timely pay rent.

7. Unpaid Rent and Consequences

a. All property in the unit is subject to a lien as provided for in the Illinois Self-Service Storage Facility Act

b. If rent remains unpaid for 30 days or more, owner shall have the right to lock the unit and deny occupant access until the rent, late fees, and other charges are paid in full. This will include a \$10 lock fee.

- c. If rent remains unpaid for 30 days or more, owner may, after providing notice to the occupant and publishing in a local newspaper, sale or dispose of occupant's property stored in the facility.
- d. Occupant shall be able to obtain access to their property by paying the full amount owed including all late fees and other charges before the date of sale.
- e. No remedy in this agreement shall prevent Owner from filing suit to enforce the agreement.

Occupant's Initials

8. Use of Unit

- a. Each unit shall be used expressly for the purpose of storage.
- b. No mechanical work and/or repairs of vehicles or machinery stored shall be permitted in the unit or on the premises.
- c. No storage of any flammable, explosive, toxic, or any other hazardous or potentially dangerous materials shall be permitted.

9. Assignment and Subletting

- a. Occupant shall not assign this agreement or sublet the whole or any portion of the space rented.

10. Insurance

- a. It is the occupant's responsibility to insure and care for all the items stored in the unit.
- b. The owner provides no insurance with respect to occupant's personal property.
- c. The owner assumes no responsibility or liability for items stored.

11. Notice and Return of Deposit

- a. Occupant must give the owner 2 weeks notice of their intent to vacate the unit.
- b. Failure to give 2 weeks notice will result in an additional month's rent being owed by the occupant.

- c. After occupant gives 2 weeks notice of their intent to vacate and vacates the unit, owner shall inspect the unit for damages. The unit must be returned in the same condition it was rented in with all property removed. If the unit is found to be in the same condition it was rented in with all property removed, owner shall return the security deposit to occupant.

12. Take into Consideration

- a. The units are well-constructed, but high winds or hail may cause dirt or rain to blow into the units.
- b. Precautions during storage should be taken to protect stored items.
- c. The landlord has no liability or responsibility for any insect or rodent damage to occupant's property.

13. Attorney's Fees

- a. In the event any action is instituted to enforce this lease or to recover rent due or possession of the premises for any default or breach of this agreement by the occupant, occupant shall pay such reasonable attorney's fees to the owner.

14. Termination

- a. This agreement shall continue on a month to month basis unless a written 14 day notice to terminate is served on one of the parties by the other.

15. Abandonment

- a. This agreement shall automatically terminate if occupant abandons the space. Occupant shall have abandoned the space if the lock is removed and occupant is not current on rent obligations. Owner may then dispose of the property with no further action needed.

16. Refunds

- a. There shall be no refunds for partial months if occupant moves out early.

17. Occupant's Risk of Loss

- a. The owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this

agreement. The owner exercises neither care, custody, nor control over the occupant's property. All property stored within or on the space by occupant or located at the facility by anyone, shall be stored at occupant's own risk. It is agreed that this release of owner's liability is a bargained for condition of the rent set forth here.

Occupant's Initials

18. Personal Injury

- a. 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's Initials

19. Owner's Right to Enter

- a. In cases where the owner considers it necessary to enter the space for purposes of examining the space or making repairs or alterations thereto, or to comply with this agreement, occupant agrees that owner, or owner's representative, shall have the right without notice to enter into and upon the space, and owner reserves the right to remove contents to another space.

20. Governing Law

- a. This agreement and any actions between the parties shall be interpreted and governed by the laws of the State of Illinois.

After reading the rental agreement, I agree to rent this storage unit while abiding by the terms outlined above.

Occupant's Signature _____

Occupant's Name _____

Occupant's Address and Phone Number _____

Owner's Signature _____