

**LEASE AGREEMENT WITH WAUPUN SELF STORAGE, LLC
(920) 324-1222**

This lease agreement is executed this _____ day of _____, 20____ by and between **Waupun Self Storage, LLC** (Landlord) and:

Name: _____ (Tenant)
Address: _____
City, State, Zip: _____
Home Phone: (_____) _____
Cell Phone: (_____) _____
E-Mail Address: _____
Place of Employment: _____
Work Phone: (_____) _____
Driver's License Number: _____ State Issued: ____
Social Security Number: _____
Date of Birth: _____
Unit Number: _____
Size of Unit: _____
Located at: 500 N. Fond du Lac Street, Waupun, WI 53963
Monthly Rent: _____
Move-In Date: _____

TERM AND RENEWAL:

The term of this lease agreement is as follows (check one):

_____ Month to Month Tenancy – Beginning _____, 20____.

This month to month basis will automatically renew for successive one month periods on the first date of each month thereafter unless terminated by notice from either party as stated on page 2 of this contract under Vacating Storage Unit.

_____ A Lease Term of _____ Months
Beginning _____, 20____.
Ending _____, 20____.

SECURITY DEPOSIT:

A security deposit of one (1) month's rental is to be paid at the time of moving in, in the amount of \$ _____.

Landlord acknowledges receipt of the Security Deposit specified above which will secure Tenant's performance of all terms of this Agreement. Tenant agrees that Landlord need not segregate the Security Deposit from other funds and that no interest will be due Tenant for the period in which the Security Deposit is held. The Security Deposit will be returned to Tenant within twenty-one (21) days of termination of this Agreement, provided proper notice is given and Landlord knows Tenant has vacated, less all charges for cleaning, repairing or otherwise preparing the space for lease to others. Landlord may also deduct any unpaid rent, damages, charges, costs or expenses from the Security Deposit.

RENT:

Rent is due on the first day of each month. A late fee of \$10.00 shall be applied to rent after the 1st day of the month. If rent is not received by the 10th day of the month, Landlord may lock the unit. Tenants shall not receive a monthly bill for their rent. It is Tenant's responsibility to pay rent promptly each month. *Tenant shall put their unit number on their check before remitting.* Rent is prorated upon move in and full months thereafter.

PLEASE SEND RENT TO : **Waupun Self Storage, LLC**
 P.O. Box 353
 Lannon, WI 53046

VACATING STORAGE UNIT:

There shall be no refund for unused days if Tenant vacates after the first of the month. A thirty (30) day advance notice, before Tenant’s next payment date, is required when Tenant wishes to vacate the premises. Notice shall be sent to:

Waupun Self Storage, LLC
P.O. Box 353
Lannon, WI 53046
OR EMAIL: manager@waupunstorage.com

NOTE: If this is not done you will forfeit your security deposit.

DEFAULT:

If Tenant is found to be in default, Tenant shall be liable for the rent and charges agreed upon and provided for in this Agreement, all costs, fees and expenses, including actual attorney’s fees, reasonably incurred, incident to Tenant’s default, present or future, for the preservations, storage, inventory, advertisement, and sale of the personal property stored in the leased space, or other disposition, and to enforce the rights provided for under this Agreement. Upon default by Tenant of any obligation under this Agreement, Tenant shall be denied access to the personal property contained in the storage unit, at the self-serve storage facility, until such time that the default has been remedied and the total balance on Tenant’s account has been paid in full.

If Tenant fails to pay any rent or other charges when due, Landlord may:

1. Remove Tenant’s lock and access the premises;
2. Lock the premises to prevent Tenant’s access until all amounts outstanding are paid in full;
3. Inventory and/or take possession of the property located in the premises;
4. Sell the property stored in the premises as permitted by law; or
5. Pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Tenant.

All remedies available to Landlord shall be cumulative and the exercise of one or more remedies shall not exclude or waive Landlord’s rights as to any other remedy.

REMOVAL OF TENANTS:

If default is made by Tenant in the payment of rent for more than five (5) days after written notice from the Landlord of such failure to pay, or if Tenant shall breach any other covenant herein contained with effecting the cure of said breach with fourteen (14) days, the Landlord may terminate this lease agreement pursuant to the procedures provided therefore under the provision of Chapter 704 of the Wisconsin Statutes and upon said termination, the Landlord or his/her legal representative may re-enter the premises and repossess the same, either with or without process of law, remove the tenant or any person occupying the premises, and remove all effects on the premises, using such force as may be necessary, without prejudice to any remedies, which the Landlord may have to collect rent, for breach by the tenant of the provisions of this lease agreement.

DISPOSITION OF THE CONTENTS:

Disposition of the contents of the rented premises shall be provided under the provisions of Sections 704.05(5) Stat.

ADDITIONAL CONTACT:

Tenant may specify the name and last-known address of an additional contact for notification of redemption. If an additional contact is listed below, Landlord shall also notify said contact:

LIEN:

Pursuant to Wisconsin Statutes 704.90(3)(a), operator has a lien on all personal property stored in the leased space for rent and other charges related to the personal property, including expenses necessary to the preservation, removal, storage, preparation for sale and sale of the personal property. The lien attaches as of the first day the personal property is stored in the leased space and is superior to any other lien on or security interest in the personal property except for a statutory lien or a security interest that is perfected by filing prior to the first day the personal property is stored in the leased space.

RETURNED CHECK FEE:

A \$50.00 fee will be assessed for any check returned by the Tenant’s bank, stamped either “NSF” or “Account Closed”.

LANDLORD ACCESS:

Landlord, its employees or agents and the representatives of any government authority, including police and fire officials, shall have the right to remove Tenant's lock and enter the premises, without notice, to take such action as may be necessary to preserve Landlord's property in the event of an Emergency, or to comply with any applicable law, or to enforce any of Landlord's rights. For the purpose of this Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the premises or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored on the premises.

LOCK:

Tenant shall provide his/her own lock for the premises (*combination locks are not recommended for winter use*). If premises are found open or if a lock is removed for an inventory or sale, Landlord may, but is not required to, lock the premises at Tenant's expense. All property stored by Tenant within the premises or on Landlord's property shall be at Tenant's sole risk. Landlord shall have no obligation to exercise any care, custody or control over Tenant's stored property. Landlord assumes no responsibility for any loss, damage or casualty however caused to such property and Landlord is not responsible for obtaining insurance of any kind for the benefit of Tenant. Tenant releases Landlord, its employees and agents from any and all liability for personal injuries or death to persons including Tenant and Tenant's family or invitees; property damage; for damage or loss from fire, water, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, rodent; or the acts or failure to act or negligence of Landlord, its employees or agents. Tenant further agrees to have its insurer waive any right of subrogation of any claim of Tenant against Landlord, its employees or agents. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all loss, claim, demands, damage, liability, expense (including reasonable attorney fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, however occurring, or arising out of or related to any breach of this agreement by Tenant. The operation, or failure of any type of "security system" installed by Landlord shall not change Landlord's aforementioned liability for any type of loss incurred by Tenant and shall in no way release Tenant from their obligation of insuring their property.

HAZARDOUS SUBSTANCES:

Tenant shall not use or allow the premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Landlord. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

Lessee shall:

- (a) Give prior notice to Lessor of any activity or operation to be completed by Lessee at the Premises which involves the release, use, handling, generation, treatment, storage, or disposal of any hazardous substance ("Lessee's hazardous substance activity");
- (b) Comply with all Federal, State, and Local laws, codes, ordinances, regulations, permits and licensing conditions governing the release, discharge, emission or disposal of any Hazardous Substance and prescribing methods for or limitations on storing, handling, or otherwise managing hazardous substances;
- (c) At its own expense, promptly contain and remediate any release of Hazardous Substances arising from or related to Lessee's Hazardous Substance Activity in the Leased Premises, the Premises and any common area within the environment and remediate and pay for any resultant damage to property, persons and/or the environment; and
- (d) Give prompt notice to Lessor and all appropriate regulatory authorities of any Release of Hazardous Substance in the Leased Premises, the Premises or any common area or the environment arising from or related to Lessee's Hazardous Substance Activity, which release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, and any such notice to include a description of measures taken or proposed to be taken by Lessee to contain and remediate the Release and any resultant damage to property, persons or the environment;
- (e) At Lessor's request, which shall not be more frequent than once per year, retain an independent engineer or other qualified consultant or expert acceptable to Lessor, to conduct, at Lessee's expense, an environmental audit of the Leased Premises and immediate surrounding areas, and the scope of work to be performed by such engineer, consultant, or expert shall be approved in advance by Lessor and all the engineer's, consultant's or expert's work product shall be made available to Lessor;
- (f) At Lessor's request, from time to time, Lessee shall provide executed affidavits, representations and the like concerning Lessee's best knowledge and belief regarding the presence of hazardous substances in the Premises;
- (g) Reimburse to Lessor, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in the Premises, if such testing is required by any governmental agency or Lessor's mortgagee;
- (h) Upon expiration or termination of this Lease Agreement, surrender the Premises to Lessor free from the presence and contamination of any Hazardous Substance.

USE OF PREMISES AND PROHIBITED STORAGE:

The premises may be used and occupied only for the storing of personal property, or the vehicle identified below, owned by Tenant.

Tenant shall keep the premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Tenant shall not use the premises for the storage of any animals; food; seed; explosives; highly flammable, dangerous hazardous or toxic materials or substances as defined below; contraband or illegal substances; or for any unlawful purpose of any kind.

Tenant shall not use the premises for the operation of any commercial, industrial, manufacturing or distribution business. Tenant shall not engage in any activity in the premises which produces such prohibited materials. Tenant shall not engage in any activity in the premises which produces such prohibited materials.

Tenant shall not use the premises for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Premises.

Please initial each statement once it has been read.

_____ Tenant agrees not to store property with a total value in excess of \$2,000.00 without the prior written permission of the Landlord. If such written permission is not obtained, the value of property shall be deemed not to exceed \$2,000.00. For written permission, initial this and write "Request \$2,000 letter" on top of page 1 – the letter will be sent with your copy of this contract.

_____ Tenant understands and acknowledges that the Premises are not appropriate for the storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special or emotional value to Tenant.

_____ By this Agreement, Landlord is generally not liable for the loss of Tenant's property. In the event any competent court of law adjudicates Landlord liable for any loss, for any reason, Tenant agrees that Landlord's liability shall not exceed \$2,000.00. This provision shall not constitute an admission that Tenant's property has any value whatsoever.

_____ ALL PROPERTY IS STORED BY TENANT'S SOLE RISK. INSURANCE OF ALL CONTENTS IS TENANT'S SOLE RESPONSIBILITY.

_____ Tenant agrees, at his/her sole expense, to maintain insurance on all property stored in the space with actual cash value coverage against all perils, without exception. Tenant's failure to maintain such insurance shall be a breach of this Agreement and Lessee shall assume all risk of loss or damage that would have been covered by such insurance.

_____ In order to protect your goods, we do use pesticides in your facility. These pesticides can be harmful to humans if ingested. Appropriate precautions should be taken.

_____ Tenant shall have access to the premises only for the purpose of storing and removing personal property. The leased space shall not be used for residential purposes.

_____ Tenant agrees that personal property and leased space shall not be used for any unlawful purpose.

_____ Tenant agrees not to commit waste, alter or affix signs on the leased space and agrees to keep the leased space in good condition during the term of this lease agreement.

_____ Tenant shall conduct no auto painting or welding activities on the premises.

_____ Tenant agrees that all vehicles shall be stored on the premises only if proper absorbent material is placed under the vehicle, with fuel level of said vehicle to be a maximum of one-eighth (1/8) of the tank's capacity.

_____ Tenant agrees that if unit has electrical service, tenant shall use it for lighting or doors only. If tenant would need additional electricity, Landlord must be notified and an additional fee could be charged.

_____ Except as otherwise required by law, all notices under this Agreement by Landlord to Tenant shall be mailed by first class U.S. Mail, postage pre-paid, to Tenant's last known address and shall be conclusively presumed to have been received by Tenant three (3) business days after mailing, unless returned to Landlord by the U.S. Postal Service. **Tenant is responsible for notifying Landlord in writing, via certified mail, return receipt requested, of any change in Tenant's address.**

NOTICES:

Tenant shall notify Landlord in writing if they will be gone from the above noted address for more than one (1) month and shall notify Landlord of an alternate address for notices and/or contact purposes.

Tenant shall notify Landlord in writing if Tenant is called to active military duty and shall notify Landlord of an alternate address for notices and/or contact purposes.

ASSIGNMENT AND SUBLETTING:

Tenant may not assign its rights under this Agreement or sublet the Premises without the prior written consent of Landlord. This Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions. If any part of provisions of this Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Agreement shall remain in effect and be valid and enforceable. Landlord and Tenant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Agreement, including any action for bodily injury, death or property damage. Landlord and Tenant further agree that the federal or state courts in Fond du Lac County, Wisconsin shall have exclusive jurisdiction for any litigation related to this Agreement.

AGREEMENT TO MEDIATE:

There is always a possibility of differences of opinion or other disagreements between parties. What is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible. To that end, Landlord may or may not elect to use mediation to resolve differences between the parties.

Landlord will not elect mediation in cases of non-payment of Tenant's rent or in cases dealing with Landlord's right to conduct a lien sale or evict as a result of Default.

Landlord may or may not elect to use mediation in the following circumstances: any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Landlord and Tenant, whether arising out of or relating in any way to this Agreement and/or any other document, any alleged breach of any duty or otherwise. If the Landlord elects mediation, the procedures specified in this Agreement shall be used. Therefore, if the Landlord elects mediation, the Landlord and Tenant agree as follows: the litigation, claim, dispute, suit, action, controversy or proceeding may be submitted to non-binding mediation for a minimum of eight (8) hours before a mediation organization approved by Landlord and Tenant. If the Landlord elects mediation, Landlord and Tenant shall each be represented by an individual authorized to make binding commitments on our respective behalves and may be represented by counsel. In addition, Landlord and Tenant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Landlord and Tenant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

ORAL REPRESENTATIONS:

This Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in writing signed by Landlord and Tenant. The pre-printed terms of this Agreement may only be modified in writing signed by the President, Secretary or General Manager of the Landlord.

WARRANTY OF INFORMATION:

Tenant warrants all information given in this Agreement, any application preceding this Agreement and/or any other information given by Tenant on which Landlord has based its decision to rent to Tenant is complete, true and accurate at the time of this Agreement.

ENTIRE AGREEMENT:

I have read and understand all six (6) pages of this Agreement and understand that this written Lease Agreement represents the entire agreement between the parties. I agree to be bound by the terms and conditions of the Agreement. If more than one Tenant signs this Agreement, each Tenant agrees to be jointly and severally liable for all of the obligations arising under the Lease Agreement.

Signature of Tenant

Date

Signature of Tenant

Date

Representative of Waupun Self Storage, LLC

Date

Please check one of the following as to how you found out about Waupun Self Storage, LLC:

_____ Yellow Pages

_____ Newspaper

_____ Drive-By

_____ Am/Was a Customer

_____ Present/Past Customer Recommendation

_____ Friend/Relative Recommendation