

## ID STORAGE

Mailing Address: P.O. Box 302, South Haven, MI 49090

Physical Location: 75577 14<sup>th</sup> Ave, South Haven, MI 49090 – (269) 767-0388

### Updated Contractual Terms and Conditions

**EFFECTIVE MARCH 1<sup>st</sup>, 2019**

**PREMISES:** The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord, under the terms and conditions set forth in this Agreement, hereinafter referred to as the “Agreement,” the following Premises ID Storage, hereinafter referred to as the “Leased Premises.”

**TERM:** The term of this agreement shall commence on the date the agreement is executed and shall continue on a month to month term starting with the 1<sup>st</sup> day of each new month. Either party may terminate this Agreement by giving the other party fifteen (15) days’ notice in writing or by electronic methods. All leases are for a minimum of one (1) full month effective the first day of each new month. The Tenant shall pay the full amount stated above plus other charges delineated in this Agreement in advance on the 1<sup>st</sup> of every month. No monthly statements, invoices or reminders will be mailed to the Tenant.

**IMPORTANT:** The following is a portion of the additional terms and conditions of this lease agreement.

- 1. All payment checks shall be mailed to ID Storage, P.O. Box 302, South Haven, MI 49090. Please reference unit number on check memo. DO NOT MAIL TO PHYSICAL LOCATION.**
- 2. Inquiries related to billing procedures call 269-767-0388**
- 3. INSURANCE: ID Storage carries no insurance for the benefit of the Tenant. Tenant must obtain his own insurance for contents stored on the leased property, and tenant indemnifies and holds ID Storage harmless from any claims relating thereto.**
- 4. NO RESPONSIBILITY: ID Storage is not responsible for theft, vandalism, natural weather forces, or any other type of damage to the contents stored within the storage unit on the leased property, and tenant indemnifies and holds ID Storage harmless from any claims relating thereto.**
- 5. Prompt Payment: Rent is due on the 1<sup>st</sup> day of every month, and is past due on the 5<sup>th</sup> day of that month and a 20% penalty shall be submitted with any late payment.**
- 6. The gate hours are approximately 7am-7pm, seven days a week.**

#### Additional Terms and Conditions:

Rent: Tenant shall pay Landlord the monthly rent stated above. The initial Rent payment shall be paid on the date of execution of this Agreement. Subsequent payments are due on the 1<sup>st</sup> of each new calendar month. No monthly statements or reminders will be sent by Landlord. **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 and that Landlord does not accept partial payments. Rent payments made after the Landlord’s normal and/or posted business hours will be credited to the Tenant’s account on the next business day. After the expiration of the Initial Term of the Agreement, the Landlord may change the Rent or any other change or fee by giving Tenant thirty (30) days advanced notice by electronic methods provided by the Tenant (eg. Email, text).

Tenant Access; Owner’s Right to Access; Denial of Access: Tenant’s access to the Premises and to the Storage Space may be conditioned in any manner deemed reasonably necessary by Landlord. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant’s identity and inspecting vehicles that enter the Premises. Tenant grants Landlord or Landlord’s agents’ access to the Storage Space upon two (2) days advanced notice to Tenant. In the event of an emergency or nuisance, Landlord shall have the right to enter the Storage Space without notice to Tenant, and take such action as may be necessary or appropriate to preserve the Storage Space and surrounding Premises, to comply with applicable law or to enforce Landlord’s rights. Pursuant to Michigan law, Landlord may deny Tenant access to the Storage Space when Rent is more than five (5) days past

due by installing an Overlock. If the Tenant does not pay the amount necessary to satisfy the Lien and the reasonable expenses incurred, listed below, by the Landlord within fourteen (14) days after the delivery of notice thereof by electronic methods provided by the tenant (eg. Email, text, other), Tenant's property in the Storage Space or on the Premises will be advertised for sale and will be sold or disposed of at a specified time and place as allowed by Michigan Law. Prior to advertising the Tenant's property for public sale INSERT language for MCL, the Tenant's lock will be physically removed, an inventory will be taken of the Storage Space's contents and the Storage Space will be sealed with a Landlord's over lock.

Charges and Fees: Tenant agrees to pay Landlord the Late Fee stated if Rent is received five (5) or more days after the Rent Due Date. Tenant agrees to pay Landlord the Returned Check Fee stated, plus all bank charges for any dishonored or returned check. Late Fees will be applied to the Tenant's account each month Tenant's account is delinquent and shall be cumulative. These fees and charges are considered additional Rent due under this agreement. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account. Tenant further agrees to pay all fees as authorized by Michigan law. In the event of a default by Tenant hereunder, Tenant shall reimburse ID Storage for all costs and actual attorney fees incurred by ID Storage in the enforcement of this Agreement. Fees

After-hours access: \$20/hour minimum and each hour after.

Late fee: Minimum 20% not to exceed \$20 per month at the Landlord's discretion.

Overlock (Red Lock) Fee: Installation and removal of over lock is \$10 per occurrence

Letter of default: Letter to Tenant with demand for payment when the rent is delinquent. \$25 plus registered or certified postage charge when required. \$25 when notice is provided by electronic methods provided by the tenant.

Lock removal for nonpayment of rents: \$50

Inventory of unit: \$25 small units, \$50 large units

Public notice of sale: \$25 plus advertisement cost when required. \$25 when notice is provided by electronic methods including Company website.

Conduct of sale: \$50 or 10% of the amount of sale whichever is larger.

Removal and disposal of items that are not purchased at sale: \$50 per hour or portion thereof.

Legal Fees: Cost of all legal fees required to enforce this agreement or to collect the rents and reasonable costs listed above.

Security Deposit: In no event is Landlord obligated to apply the Security Deposit against Rent, Late Fees, Returned Check Charges or damages for the Tenant's failure to perform under this Agreement; however, Landlord may so apply the Security Deposit at its option. The Landlord's right to take possession of the Storage Space and the contents thereof for nonpayment of Rent or any other reason shall not be affected by reason of the fact that the Landlord holds the Security Deposit. To the extent that the Landlord does not apply the Security Deposit as provided herein, said Security Deposit is to be returned to Tenant timely if, and only if, Tenant (1) gives required notice by electronic methods of termination of this agreement and (2) upon termination, Tenant timely vacates the Storage Space in a broom clean and empty condition with Tenant's lock removed and otherwise in a condition satisfactory to Landlord. Tenant notifies the landlord that they have emptied the unit and are ready for an inspection, and (3) tenant has complied with the terms and conditions of this agreement and with the Rules and Regulations issued by the Landlord from time to time. Landlord shall not be obliged to keep the Security Deposit as a separate fund.

Electronic notification: Upon execution of this contract, Tenant agrees to be contacted by any and all electronic methods; such as, but not limited to, telephone text messaging, electronic mail (e-mail), etc. In the event of a lien sale for non-payment of rents, Tenant agrees to the landlord's use of online advertising; such as, but not limited to, Facebook, Craigslist, Local newspaper's business website, ID Storage business website, etc. You verify that any contact information provided to ID Storage, including, but not limited to, your name, mailing address, email address, your residential telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide to us. Should any of your contact information change, including your telephone numbers and email address, you agree to notify us before the change goes into effect by contacting ID Storage, by phone at (269) 767-0388, or electronically by emailing IDStorageSH@gmail.com. You agree to indemnify, defend, and hold ID Storage harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from failure to update your contact information (including your telephone number), your voluntary provision of a telephone number that is not your own, and/or from your violation of any federal, state, or local law, regulation, or ordinance.

Care of the Premises: Tenant, Tenant's agents, employees and invitees and/or guests, shall maintain the Storage Space in good condition, reasonable wear and tear expected, and Tenant shall not perform any practices which may injure the Storage Space facility or the premises or be a nuisance or a menace to other tenants and shall keep the Premises surrounding the Storage Space, including the adjoining corridors and/or driveways clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant's expense. Landlord is not responsible for removal of any nature. Use of Landlord's dumpster is strictly prohibited without prior permission from the Landlord. Failure to obtain permission may result in a fee charged to Tenant's account. Tenant is responsible for the cost to repair any and all damage to the Storage Space, security gate and any other part of the Premises caused by Tenant, Tenant's agents, employees, invitees and/or guests.

Termination: This agreement is a month to month agreement. If Tenant wishes to terminate, Tenant must give Landlord at least fifteen (15) days advanced notice by electronic methods of terminating this Agreement. Upon vacating, Tenant must leave the Storage Space empty, broom clean, and remove

Tenant's lock and otherwise in a condition satisfactory to Landlord. If Tenant fails to empty and clean Storage Space upon vacating, Tenant shall pay the actual cost of emptying and cleaning Storage Space in addition to any other amounts due to Landlord under this Agreement. Rent and other fees and charges will continue to accrue until Tenant's lock is removed from the Storage Space.

**Use of Storage Space:** Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Tenant agrees that Landlord does not exercise care, custody, or control over Tenant's property located in the Storage Space. Unless otherwise approved in writing by the Landlord, Tenant agrees to use the Storage Space only for the storage of property wholly owned by Tenant. In no case may Tenant reside in the Storage Space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, collectibles, heirlooms, jewelry, works of art, property having special or sentimental value to Tenant, guns or any illegal items. Tenant hereby waives any claim for emotional or sentimental attachment to any property in the Storage space. Tenant agrees not to store property with the total value in excess of \$100 without the express written permission of the Landlord. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value. Landlord may enter the Storage Space at any time to remove or dispose of any prohibited items at Tenant's expense. Tenant shall use electrical outlets for lighting purposes only and shall not engage in any activity that interferes with the use of the Premises by other Tenants or the Landlord. Tenant understands that the Storage Space is not heated or cooled, unless Tenant is renting a Storage space specifically designated as such by Landlord. The use of any heating or cooling device in the Storage Space is prohibited without the express written consent of the Landlord.

**Hazardous or Toxic Materials Prohibited:** Tenant is strictly prohibited from storing or using within the Storage Space or on the Premises any materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity under this Agreement specifically include any costs, expenses, fines or penalties imposed against Landlord arising out of the storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the Storage Space at any time to remove and dispose of any prohibited items at the Tenant's expense.

**Locks:** Tenant agrees to purchase and use the type of lock specified by the Landlord for the Storage Space. Tenant agrees to keep the Storage Space locked when Tenant is not present on the Premises. Landlord may, but is not required to, lock Tenant's Storage space if it is found to be unlocked. Tenant may use only one (1) lock per Storage Space door and Landlord may remove any additional locks placed on the Storage Space by the Tenant. Locks placed by Landlord on a Storage Space for any reason will only be removed during the Landlord's normal office business hours.

**Insurance:** Tenant, at Tenant's expense, shall maintain an insurance policy in adequate amounts to properly insure all property stored in the Storage Space. Failure to carry such insurance is a breach of this Agreement. Tenant assumes all risk of loss to such property.

**Release of Landlord's Liability for Property Damage:** All personal property stored within or upon the Storage Space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and employees shall not be liable to Tenant, and are hereby released from liability, for any loss or damage to Tenant's personal property stored in the Storage Space or on the Premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire or water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of the Landlord, Landlord's agents or employees. In case of malfunction of equipment, due to the reasons stated above, the Tenant shall notify the Landlord immediately, and Landlord shall repair the building damage with reasonable promptness, or if the premises are deemed by the owner to be damaged so much as to be unfit for use, or if the owner decides not to repair or restore the building, the agreement shall Terminate.

**Release of Landlord's Liability for Bodily Injury:** Landlord, Landlord's agents or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests, and are hereby released from liability, for any injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of Storage Space or the Premises, even if such injury is caused by the acts, omissions or negligence of the Landlord, Landlord's agents or employees. **Indemnification:** Tenant agrees to indemnify, hold harmless and defend Landlord and Landlord'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 Landlord or Landlord's agents or employees and arising out of Tenant's use of the Storage space and/or the Premises., including claims for Landlord's negligence, except that Tenant shall not be liable for claims arising out of Landlord's sole negligence.

**Property Left on Premises:** Landlord may dispose of any property left in the Storage space or on the Premises by Tenant after this Agreement expired or is terminated. Tenant shall be responsible for all costs incurred by Landlord in disposing of such property. **Relocation:** Landlord reserves the right to relocate Tenant, without expense to Tenant, to any other Storage Space on the Premises which is of a comparable size. **Sublease:** Tenant shall not assign this Agreement or sublet the Storage Space without the express written approval of the Landlord. **Severability:** If any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of the invalid provision and shall remain in full force and effect.

**Governing Law:** This Agreement shall be subject to and governed by the laws of the State of Michigan.

**Waiver:** The failure of the Landlord to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the Landlord's right to do so thereafter, nor shall it give rise to any cause of action or defense on the part of the Tenant.

**Survival of Covenants:** The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this Agreement.

**Rules and Regulations:** Landlord shall have the right to establish or change the hours of operation for the facility and to issue Rules and Regulations for proper conduct and good order on the Premises. Tenant agrees to comply with all such Rules and regulations as now in effect, or as amended from time to time by Landlord.