

RENTAL AGREEMENT

Lease Agreement Made on [[DATE]] between Croswell Self Storage, whose address is 5537 Croswell Rd, Croswell MI 48422 (Lessor) and [[CUSTOMER_NAME]], Whose address is [[CUSTOMER_ADDRESS]] (Lessee).

- 1. RENTAL AND RENTAL AMOUNT:** Lessor rents to lessee storage space No. [[UNIT]] located at 5537 Croswell Rd, Croswell MI 48422 for the following terms and rental rate. The monthly rent for the space shall be [[RENT]] Dollars payable monthly in advance, with the first payment, on a prorated basis to the first day of the following month after signing of this lease. There shall be no refund on any rent for a lease ended before the end of the month.
- 2. SECURITY DEPOSIT:** In addition to the rent, lessor has received [[DEPOSIT]] Dollars, as security deposit for complying with the lease, which will be returned to lessee when this lease ends if he or she has complied with this lease.
- 3. SETUP FEE:** Lessor has also received **TEN DOLLARS (\$10.00)** as a setup fee in order to input and retain customers information into the online tenant portal.
- 4. TERM:** This lease will last for a period of one month, and it will continue on a month-to-month basis until it is ended by ten days written notice by either party or lessee's failure to pay rent.
- 5. ALTERATION'S/MAINTENANCE:** Lessee shall not make or permit any alterations to the premises without the written consent of lessor. Lessee shall maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse. Lessee shall, at the termination of this lease, leave the premises in a clean condition.
- 6. USE OF THE PREMISES:** Lessee shall not store any items which lessee has in his or her possession illegally or which lessee may not lawfully possess, or store any flammable, explosive, or dangerous materials on the premises. Lessee shall not take shelter in the unit.
- 7. STATUTORY LIEN: NOTICE:** If you fail to make your 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.
- 8. LIEN:** Lessee Gives lessor a lien upon all property of every kind placed in the premises, and agrees that in the event of any failure by lessee to comply with any terms of this lease, lessor may take possession of and sell the property in any manner provided by law and may credit the net proceeds against any amounts due under the terms of the agreement and or against any judgement obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.
- 9. LIABILITY:** This lease agreement is made on the express condition that lessor shall not be liable for damages or injuries of any kind to any person, including lessee, or any property of any kind, from any cause while in any way connected with the premises, during the term of this lease.
- 10. DEFAULT:** In the event of a breach of this agreement by lessee, lessor shall be entitled to collect from lessee all costs, including a reasonable attorney's fee, incurred by lessor in enforcing any term of this lease or recover any rent due or recover possession of the premises.
- 11. LATE PAYMENT:** Rent payments are due on the first of each month. If a rent payment is not received by the fifth day of lease due date, the rent payment shall be late. Lessee shall also pay **TEN DOLLARS (\$10.00)** for each late payment, in addition to the rent then due, after 10 days from the date the rent is due and lessor may deny lessee access to the property located in the storage facility by locking the storage space. In the event lessor does not satisfy any past due balances of rent and/or late fees by 28 days past the day rent is due, an additional **TWENTY DOLLAR (\$20.00)** fee will be charged to the lessee. Failure to pay rent by the tenth day of the lease due date shall also be grounds for terminating this lease. If the lease agreement is terminated by lessor, then lessor shall be entitled to immediately remove all of lessee's property. Lessor shall also have the right to store and sell the property as may be necessary in order to satisfy the lien provided for in this lease for unpaid rent. Returned checks shall be subject to a service charge of **TWENTY DOLLARS (\$20.00)** per item.
- 12. HOURS:** Lessee shall be entitled to access to the premises between the hours of 7:00am to 7:00 p.m.

13. **ACKNOWLEDGEMENT OF RECEIPT OF LEASE:** Lessor and Lessee acknowledge that they each have received a copy of this lease.

Croswell Self Storage

Lessee signature

Lessor

[[CUSTOMER_STREET_ADDRESS]]

21366 Hall Rd, Unit #4001

[[CUSTOMER_CITY_STATE_ZIP]]

Clinton township, MI 48038

Mailing Address

Mailing Address

[[CUSTOMER_PHONE_NUMBER]]

810-355-4788

Telephone Number

Telephone Number

RENTAL AGREEMENT ADDENDUM: PROTECTION PLAN

NOTICE: THIS ADDENDUM MODIFIES YOUR RENTAL AGREEMENT. THIS IS NOT AN INSURANCE POLICY. LANDLORD IS NOT AN INSURANCE COMPANY BUT MAY PURCHASE AN INSURANCE POLICY TO TRANSFER LIABILITY IT ASSUMES UNDER THIS ADDENDUM.

1. Key Terms. Tenant: [[CUSTOMER_NAME]]; Unit: [[UNIT]];

Effective Date: [[RENTAL_MOVE_IN_DATE]]

Protection Plan Limit: [[INSURANCE_COVERAGE_AMOUNT]]

Additional Rent: [[INSURANCE_PREMIUM_AMOUNT]]

Vehicle Make: [[VEHICLE_MAKE]]; Vehicle Model: [[VEHICLE_MODEL]]

2. The Protection Plan. Under the rental agreement, the facility owner and/or its affiliate and/or its facility manager (collectively "Landlord") agree to provide you, the tenant, with the Unit and basic service. An important feature of basic service is that you waive any and all liability of the Landlord for loss of or damage to your stored property. As the tenant, you bear the risk of such loss or damage. It is your obligation to insure or obtain coverage for your stored property (the "Coverage Requirement"). By entering into this addendum (the "Protection Plan"), you may satisfy the Coverage Requirement, and the rental agreement shall be amended to provide certain protections for your stored property, as described in the terms, conditions, and limitations set forth below.

3. Landlord Assumption of Limited Liability. If Tenant pays Additional Rent, Landlord shall assume liability in excess of \$100, up to the Protection Plan Limit, for any Covered Loss. A Covered Loss is any loss of or damage to Tenant's stored goods in the Unit, provided that such loss or damage occurs due to Landlord's negligence and during a month in which Tenant has paid Additional Rent. This assumption of limited liability supersedes any liability waiver in the rental agreement relating to Tenant's stored goods.

4. Terms of Landlord Limited Liability. Landlord's assumption of limited liability under this addendum resets on a monthly basis

and may be renewed monthly with the payment of Additional Rent. If the covered loss of or damage to Tenant's stored goods is the result of burglary, and if the Unit was locked with a disc or cylinder lock, Landlord will assume liability for the loss or damage up to the Protection Plan Limit. For any Covered Loss, the basis of any payment made to Tenant shall be the cost of replacing the stored good as new provided that the good as new is substantially the same as but not better than the original stored good. This addendum covers loss of or damage to the land motor vehicle or boat identified in the Key Terms or on Tenant's rental agreement by make, model, and license plate number (if provided), in excess of \$100, up to the Protection Plan Limit, if the vehicle or boat is stored in Tenant's indoor or outdoor open-air parking space at the facility.

5. Types of Property Not Covered. This addendum does not cover the following goods: property not in an enclosed Unit; accounts, bills, currency, data, documents, records, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the Rental Agreement terms; jewelry, watches, precious or semi-precious stones and stamps; bullion, gold, goldware, gold plated ware, silver, silverware, platinum or other precious metals or alloys, and photographic equipment; furs, fur garments and garments trimmed with fur; antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like; aircraft; firearms; contraband or other property held for, or in the course of, illegal transportation, sale, or trade; livestock, animals, birds or fish; explosives and flammables; valuable papers and records, including those which exist as electronic data and photographs; and any property owned by any person other than Tenant.

6. Causes of Loss Not Covered. This addendum does not cover the following kinds of loss or damage: consequential, punitive, exemplary, or extra-contractual damages; any loss or damage resulting from unknown or mysterious causes; theft from an unlocked Unit; theft without visible signs of forced entry into Tenant's Unit; theft unless accompanied by a police report; any loss or damage to a vehicle stored in an outdoor open-air parking space at the facility resulting directly or indirectly from wind or hail; any loss or damage caused by flood, surface water, underground water, storm, surge, waves, tides and tidal waves, or overflow from any body of water or their spray, regardless of whether driven by wind; any loss or damage that is covered by any contract of insurance; damage or loss that occurred or was detailed in a claim made during any month where the Additional Rent was not timely paid in full or where Tenant has past due rent or fees. Landlord's liability for losses arising from the presence, growth, proliferation, spread or any activity of mold, mildew, fungus, wet or dry rot or bacteria, or from damage or activity by moths, insects, rodents or vermin, is limited to \$500. For lost or damaged stored household linens and clothing, Landlord will consider the age, quality, and market value of such stored goods. Payment shall be made only for stored goods that are actually lost or damaged, regardless of whether they are part of a pair or set, and regardless of whether damage to or loss of packaging (e.g., retail packaging such as a shoebox or collectable box) may affect the market value of any goods contained within said packaging.

7. Required Notice and Cooperation. Tenant must cooperate with the Landlord and its agents in connection with the handling of any claim filed by Tenant for a Covered Loss. Cooperation includes, but is not limited to the following: notifying the police within 48 hours of discovery in the event of a burglary or other violation of law; providing prompt written notice of the loss or damage to the Landlord or its agent, including a description and details of the loss or damage; taking reasonable steps to protect the stored goods from further loss or damage; providing a written inventory of the stored goods that were damaged or lost, including a description, age, and actual or reasonable estimated replacement cost of such stored goods; allowing inspection of any damaged stored goods; completing a sworn proof of loss within 30 days of a request for proof of loss by the Landlord or its agent; meeting with representatives of the Landlord or its agent as necessary; and any other duties as requested by Landlord or its agent during the investigation or settlement of any loss or damage to the stored goods. Landlord will not assume any liability for loss of or damage to the stored goods if Tenant has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which protection is sought under this addendum.

8. Deadline for Claim Submission. Any claim for loss of or damage to Tenant's stored goods must be filed no later than 1 year after the claim arose. Any lawsuit or arbitration seeking payment under this addendum must be commenced within 1 year after the loss of or damage to the stored goods.

9. Termination of Agreement. This addendum may be terminated by Landlord upon 30 days' written notice to Tenant unless terminated earlier by Tenant's non-payment of rent, required fees, or Additional Rent.

10. Change of Terms. This addendum may be revised by Landlord upon 15 days' written notice to Tenant before the end of any month's rental term, or such period as is required under applicable state law. Tenant must notify Landlord if any revision results in a Protection Plan Limit different from the Protection Plan Limit to which Tenant has agreed; otherwise, Tenant warrants that the newly applicable Protection Plan Limit is correct. If the Tenant continues to occupy the Unit after the notified date when changes are to become effective, this addendum and the Rental Agreement shall be amended, such changes shall become effective, and the Tenant shall be deemed to have agreed to such changes and such amendments.

11. Communications. Tenant agrees that Landlord and its employees, agents, vendors, and contractors may call or send recurring text messages to Tenant by telephone (including, without limitation, through the use of pre-recorded and/or artificial voice messages and/or an automatic telephone dialing system), at the telephone number provided by Tenant, related to this addendum. Tenant acknowledges that message and data rates may apply to such communications. Tenant may revoke consent to such communications at any time by providing notice to Landlord of such revocation.

12. MANDATORY BINDING ARBITRATION. ANY DISPUTE ARISING UNDER OR RELATING TO THIS ADDENDUM WILL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR, WHOSE DECISION WILL BE FINAL EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE COMMENCED AND CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND, WHERE APPROPRIATE, THE AAA'S CONSUMER ARBITRATION RULES. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES WITH THE EXCEPTION OF THE ARBITRATOR'S FEES AND EXPENSES WHICH SHALL BE BORNE EQUALLY BY THE PARTIES.

13. CLASS ACTION WAIVER. NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR RESOLVED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. TENANT AGREES THAT TENANT MAY BRING CLAIMS AGAINST LANDLORD ONLY IN TENANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

14. The Rental Agreement. All terms of Tenant's rental agreement not specifically modified by this addendum are in effect and binding on both Landlord and you and are incorporated by reference herein.

15. TENANT'S ACKNOWLEDGEMENTS. ALL TERMS OF TENANT'S RENTAL AGREEMENT NOT SPECIFICALLY MODIFIED BY THIS ADDENDUM ARE IN EFFECT AND BINDING ON BOTH LANDLORD AND YOU AND ARE INCORPORATED BY REFERENCE HEREIN. BY PAYING ADDITIONAL RENT FOR LANDLORD'S ASSUMPTION OF LIMITED LIABILITY FOR COVERED LOSSES UNDER THE RENTAL AGREEMENT, TENANT ACKNOWLEDGES ITS UNDERSTANDING THAT THIS ADDENDUM IS NOT AN INSURANCE POLICY AND THUS, NEITHER LANDLORD NOR THIRD-PARTY SERVICE PROVIDERS ARE LIABLE FOR THE LABELING OF THIS ADDENDUM OR ANY "PROTECTION PLAN" CREATED BY IT AS "INSURANCE" IN YOUR FACILITY'S PRE-EXISTING PROFILE OR TENANT PORTAL SYSTEM. BY SIGNING BELOW OR BY CONTINUING TENANCY AFTER RECEIVING NOTICE OF THIS ADDENDUM, TENANT ACKNOWLEDGES THAT TENANT UNDERSTANDS THE PROVISIONS OF THIS ADDENDUM AND AGREES TO BE BOUND BY THEM; TENANT MAY DECLINE TO RECEIVE COVERAGE UNDER THIS ADDENDUM BY PROVIDING LANDLORD WITH ALTERNATIVE PROOF OF COVERAGE, SUCH AS AN APPLICABLE INSURANCE POLICY; AND UNTIL LANDLORD RECEIVES PROOF OF COVERAGE, TENANT SHALL BE CHARGED MONTHLY FOR LANDLORD'S ASSUMPTION OF LIMITED LIABILITY, AT THE MINIMUM PROTECTION PLAN LIMIT AVAILABLE, WHICH CAN BE TERMINATED UPON LANDLORD'S RECEIPT OF PROOF

OF COVERAGE.

LANDLORD: [[FACILITY_NAME]]

TENANT: [[CUSTOMER_NAME]]