

Olde Galena Storage

11717 State Street | Chillicothe, Illinois 61523
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Mailing Address:

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11717 State Street | Chillicothe, Illinois 61523

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is entered into between Old Galena Storage, hereinafter referred to as the "Landlord" and _____, hereinafter referred to as the "Tenant".

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Phone Number: _____

Secondary Phone Number: _____

Driver's License Number: _____

Employer: _____

In consideration of the obligation of the Tenant to pay and abide by the other terms and conditions of this Agreement, the Landlord rents to the Tenant the following:

Space No. _____ Approximate size: _____ Pro Rate: \$ _____
Monthly Rent: \$ _____ Deposit: \$ _____ Total: \$ _____

1. **TERM.** The term of this tenancy shall commence as of _____, and shall continue from the first day of the month immediately following, on a month-to-month basis.

2. **RENT.** The rental charge for this unit is \$ _____ per month, payable in advance on the date of execution of this Agreement and on the first day of each calendar month as long as occupancy exists. If such rent is not paid when due, Tenant agrees to pay a Late Charge of **\$10.00 per month**. A monthly bill is not mailed to the Tenant. The first month's rent is pro-rated by day. If the space is rented after the 15th of the month, payment of the next month's rent is also due. **RENT IS DUE FOR THE ENTIRE MONTH, NOT BY THE DAY.** The basic monthly rental rate may be changed at any time by the Landlord, by giving written notice to Tenant 15 days prior to the end of the month of this tenancy, by mail to any of the addresses supplied by Tenant.

3. **DEPOSITS.** Tenant shall pay in advance a deposit (no interest bearing), receipt of which is hereby acknowledged, to secure Tenant's faithful performance of all terms of this Agreement. At Landlord's sole option, amounts may be withheld from the deposits to compensate Landlord for rent, or any other charges due and unpaid under this Agreement at the time Tenant relinquishes, abandons or otherwise loses possession of the storage space by operation of law.

A deposit of \$25.00 is required for indoor storage and/or \$40.00 is required for outdoor storage to ensure the following:

- a. Notification of Landlord at least 5 days prior to end of tenancy, **failure to notify landlord of vacating unit (either outside or inside) will result in continuation of contract and rental fees.**
- b. Removal of all items upon termination of tenancy. Do not leave paper, broken glass, televisions, mattresses, etc.
- c. Condition of rental space is as good a condition as at the beginning of tenancy, reasonable wear and tear excepted.
- d. Lock and key shall be returned to Landlord upon termination of tenancy.
- e. An \$85 fee will be charged for leaving items in, on, or around our dumpster.

Landlord has issued ____ lock(s) and ____ key(s) to Tenant.

4. USE. The rented space may be used only for the purpose of storing personal property. Tenant shall not keep anything within the space of a corrosive or hazardous nature or which contains pollutants which will invalidate any insurance that Landlord has on the building itself, or for any illegal purpose, or which violates any zoning regulation or ordinance of any governmental agency, or which creates a nuisance upon the premises, or the preservation of good order on the facility. Tenant agrees to abide by all rules now in effect or that may be put into effect from time to time.

5. INSURANCE. Tenant must provide and maintain insurance on his property bearing coverage for fire, extended coverage, burglary, vandalism and malicious mischief for the actual cash value of such property. All personal property placed with the rented space by Tenant shall be at the Tenant's own risk. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents or employees. Landlord shall not be liable to Tenant or Tenant's invitees, family, employees, agents or servants for any personal injuries or property damage unless the same is due to the willful act or gross negligence of the Landlord, his agents, servants or employees. Landlord shall not be liable to Tenant for any damage to or loss of any personal property while stored at the rental premises arising out of any cause whatsoever, including but not limited to, burglary, fire, water damage, mysterious disappearance, rodents, acts of God, or the active or passive acts or omissions or negligence of Landlord or Landlord's agents or employees.

6. NOTICE OF DEFAULT AND LANDLORD'S RIGHT TO DENY ACCESS TO AND SELL PROPERTY. IF TENANT DEFAULTS IN ANY OF ITS OBLIGATIONS UNDER THIS RENTAL AGREEMENT, THE LANDLORD MAY NOTIFY THE TENANT OF DEFAULT WITH A WRITTEN NOTICE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4 OF THE SELF-SERVICE FACILITY ACT, ILL. REV. STAT., CH. 114, 801, ET SEQ. UPON GIVING SUCH NOTICE, THE TENANT SHALL BE DENIED ACCESS TO THE TENANT'S PROPERTY. IF THE DEFAULT CONTINUES FOR FIFTEEN (15) DAYS FROM THE DATE OF MAILING SUCH NOTICE, THE LANDLORD MAY ADVERTISE THE TENANT'S PROPERTY FOR SALE OR OTHER DISPOSITION AND MAY SELL OR OTHERWISE DISPOSE OF THE PROPERTY. THE LANDLORD'S RIGHTS WITH RESPECT TO THE TENANT'S PROPERTY SHALL EXIST FOR EACH SUCCESSIVE DEFAULT

7. SECURITY INTEREST. In the intent of the parties hereto that the Rental Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to such of the contents of the rental premises as constitute personal property and to all replacement thereof, substitutions therefor or additions thereto all of such property sometimes hereinafter referred to as the "collateral", and that a security interest shall attach thereto for the benefit of and is hereby granted by Tenant to the Landlord to secure the payment and performance of Tenant's obligations under this Agreement. Tenant hereby authorizes Landlord to file financing and continuation statements with respect to the collateral without statement. In the event that this Agreement shall be terminated by reason of Tenant's default hereunder, Landlord may in addition to all rights or remedies it may have in such event, exercise any right or remedy with respect to the collateral which it may have as a secured party under the provisions

of the Uniform Commercial Code or otherwise. It is expressly understood that the Landlord retains statutory landlord's lien and that all right of Landlord hereunder or in law are cumulative, and an exercise of one of more of such rights shall not constitute a water of any other right.

8. INDEMNIFICATION BY TENANT AND ATTORNEY'S FEES. Tenant agrees to indemnify and hold harmless the Landlord from all fines, suits, claims, demands, actions, and expenses (including attorney's fees) of any kind by reason of any breach, violation or non-performance of any provisions hereof required of Tenant, his agents or employees. Tenant shall pay all legal costs and charges, including counsel fees, whether for negotiation, trial, appellate or other legal services incurred by Landlord in obtaining possession of the rental premises after default by Tenant or upon expiration or earlier termination of this Agreement or in enforcing any obligation of Tenant contained in this Agreement.

9. TERMINATION. LANDLORD SHALL HAVE THE RIGHT TO TERMINATE THIS RENTAL AGREEMENT FOR ANY REASON BY GIVING THE TENANT TEN (10) DAY ADVANCE WRITTEN NOTICE OF SUCH TERMINATION.

10. LANDLORD'S FAILURE TO GIVE POSSESSION. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the rental premises to Tenant at the commencements of the term if failure is due to no fault of the Landlord.

11. SUBLEASE. Tenant shall not sublease or assign the rental premises without prior written permission from the Landlord.

12. NOTICES. Tenant shall not sublease or assign the rental premises without prior written permission from the Landlord.

13. BINDING EFFECT. The terms and provisions of this Agreement shall be binding upon and shall inure the benefit of the parties hereto and their respective successors and assigns.14. The receipt of current rules and regulations is hereby acknowledged.

15. NO ORAL AGREEMENTS. This Rental Agreement contains the entire agreement between Landlord and Tenant and no oral agreements shall be of any effect whatsoever. Tenant agrees that it is not relying and will not rely upon any oral representation made my Landlord or Landlord's agents or employees purporting to modify or amend this Agreement in any way whatsoever. Tenant agrees that this Agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.

Executed this _____ day of _____, 20_____, at Chillicothe, Illinois 61523.

Tenant Signature: _____