

# Sauk Trail Storage

9190 W. Michigan Ave.

Saline, Michigan 48176

## LEASE

Unit # \_\_\_\_\_

### Parties

This lease made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Sauk Trail Storage ("Landlord") and \_\_\_\_\_, ("Tenant").

### Premises

Landlord leases to tenant and tenant leases from landlord, a self storage unit, the property situated in Saline Township commonly known as Sauk Trail Storage 9190 W. Michigan Ave. Saline, Michigan 48176 ("Premises"). Size of rental unit is \_\_\_\_\_ x \_\_\_\_\_ or \_\_\_\_\_ sq. ft. (sizes approximate)

### Term

This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for a period of \_\_\_\_\_ unless sooner terminated according to the provisions hereof.

### Rental

Tenant shall promptly pay as monthly rental hereunder the sum of \$ \_\_\_\_\_ payable to landlord in advance on or before the anniversary date of this of this lease. If all rent due is not paid on or before this date, the tenant agrees to pay a late charge and fees in accordance to the following schedule.

5 days late \$5.00 -- 15 days late \$5.00 -- 25 days late \$10.00

Inventory and prepare unit for lien sale \$75.00

Tenant agrees to pay a \$30.00 charge for each returned check, plus late payment charges.

If you desire billing there will be a \$1.00 monthly service charge.

**Value of Stored Goods** Tenant agrees that value of stored goods must be \$5,000.00 or less. \_\_\_\_\_

### Security Deposit

Receipt is hereby acknowledged of \$\_\_\_\_\_ as a security deposit for the faithful performance of all the terms and conditions of this lease. Under no circumstances is the said security deposit to be construed as rent, and tenant shall not be entitled to any interest on same. Landlord is authorized to place security deposit in an interest bearing account with interest accruing to landlord. The security deposit will be returned to tenant only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the premises in clean condition; (c) removal of abandoned articles; and (d) upon furnishing a forwarding address to landlord. Deductions from the security deposit shall be made for any damages done to the premises, normal wear and tear excepted, including, but not limited to, holes in walls, as well as damages to personal property, if any. Security deposit will be returned no later than thirty (30) days after the termination of this lease, after the above conditions have been complied with. An itemized accounting of any charges or damages or other sums owed by shall be included if needed. Tenant shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental. Tenant agrees to give landlord thirty (30) days advance written notice of vacating premises, and failure to do so shall constitute the forfeiture of the security deposit herein.

### Abandoned Articles

All articles left in or upon the premises by the tenant upon termination of the lease for any reason shall be disposed of by the landlord as becomes necessary and in a manner as landlord may see fit and proper, and without recourse by the tenant. The landlord herein is further given the right to use the tenants security deposit to cover the landlord's expenses in disposing of the tenant's articles.

### Holdover

Unless another lease is signed by the parties or unless written notice of termination is given by either party thirty (30) days prior to the expiration date hereof, this lease shall be automatically renewed on a month to month basis at

the same rental rate per month. After expiration of the original term hereof, thirty (30) days advance written notice is required by either party for termination.

#### **Notice Requirements**

Any notice required hereunder shall be given by personal delivery or regular mail at landlord's address or the address of the leased premises.

#### **Failure to Occupy**

If tenant fails to occupy premises in accordance with this lease, all deposits hereunder shall be automatically forfeited.

#### **Care and Maintenance of Premises**

Tenant accepts the premises in its present condition and agrees to take good care of the premises and to make no alterations, additions, repairs or improvements without the prior written consent of landlord. Tenant agrees to report promptly, in writing, to landlord when any portion of the premises is out of repair, and to promptly reimburse landlord for any damage to the premises or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to tenant, tenant's agents, family or guests.

#### **Utilities**

Unless otherwise mentioned herein, all utilities used in or about premises shall be paid by Sauk Trail Storage.

#### **Occupancy**

The premises shall be used only as a private storage facility. Neither the whole of the premises, nor any portion thereof, shall be assigned or sublet by tenant to any other person without the prior written consent of landlord. Tenant accepts locks purchased from Sauk Trail Storage as safe and acceptable.

No pets or animals shall be kept on the premises.

#### **Nuisance Clause**

Tenant and the family and guests of tenant shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood.

#### **Liability of Landlord**

The landlord shall not be liable to tenant or tenants invitees, family, employees, agents or servants for any personal injuries or damage to personal property caused by defects, disrepair or faulty construction of the premises. Tenant hereby agrees to indemnify and hold harmless the landlord from and against any and all claims for damages to premises or personal injury arising from tenants use of premises, or from any activity, work or thing done, permitted or suffered by tenant in or about the premises. If in landlords judgment, there is substantial damage to the premises, landlord may terminate this lease by giving written notice to tenant and the rent shall be prorated and the balance refunded to tenant, less lawful deductions.

The landlord shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, hurricane, rain, explosion, or other causes whatsoever.

#### **Tenants Insurance**

Tenant is hereby notified that landlord's insurance does not insure tenant against loss of personal property on the premises due to fire, theft, vandalism or other causes. Tenant is responsible for insurance on tenant's own property for fire and casualty loss. Sauk Trail Storage offers Customer Storage Insurance thru Deans & Homer Insurance Services. (see brochure in office display)

#### **Contractual Lien**

Tenant does, by the execution of this self - storage lease, grant to landlord an express contract lien and security interest upon all goods and property of the tenant now or hereafter placed in or upon the premises in order to secure the prompt payment of rent herein provided, and the full compliance by tenant of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as landlord may have under and by virtue of the laws of the State of Michigan, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when tenant is in default hereunder, landlord may peacefully enter the premises and remove and store all property therein, except property exempt by statute, provided, however, tenant must be present or written notice of entry must be left afterward.

**Default**

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 and by certified 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 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. In the event the tenant shall default in the prompt payment of rent when same is due, or fail to perform any of the provisions of this lease, or in the event the tenant shall abandon the premises, or leave them vacant, landlord , without further notice, may re-enter the premises by summary proceedings, or by force, without being liable for prosecution therefor. Landlord may also take possession of said premises, and remove all property therefrom, and may elect to either cancel this lease, or to relet the premises and receive the rent therefor. Such rent shall be applied first to the expenses incurred by landlord in entering and reletting, and then to the payment due under this lease, tenant shall remain liable for any deficiency in the total amount due under said lease. If tenant otherwise violates the terms of this lease, landlord may terminate tenant's right of occupancy by giving three days' notice in writing. Landlord shall specifically have the right to institute and maintain the statutory suit of Forcible Entry and Detainer in the proper Court, and obtain a writ for possession thereby. In addition to all other remedies provided herein, tenant agrees to compensate landlord for all reasonable expenses necessary to enforce this lease and to collect the rental or damages for breach of this lease, including, but not limited to, all court costs and reasonable attorney's fees incurred in connection therewith.

**Inspection**

Landlord shall have the right to enter the premises at all reasonable hours to examine same or to make repairs and to show the premises to prospective tenants or purchasers. Tenant agrees to open the unit at the request of Sauk Trail Storage for any and all repairs deemed necessary by Sauk Trail Storage or its contractors.

**No Warranty of Habitability**

Landlord hereby disclaim any Warranty of Habitability covering the premises and tenant hereby knowingly, voluntarily and for consideration waives any such warranty of habitability, it being expressly agreed and understood that tenant has inspected the premises and has accepted it "As is" in its present condition as fit and suitable for tenant's purposes.

**Fair Housing**

In accordance with the law, this property is offered without respect to race, color, religion, sex, or national origin of tenant.

**Miscellaneous**

This lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, Rules and Regulations statement, and lease addendum's if any, which shall become a part of the lease.

**Special Conditions**

No storage of gasoline, diesel fuel, kerosene, paint thinner etc. or any other type of flammable liquid at any time. Autos, mowers, rototillers, snowblowers, etc., should be drained to a reasonable level by tenant prior to storage. No hazardous materials to be in storage at any time.

Signed

\_\_\_\_\_  
Landlord/Agent for the Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant