

RENTAL AGREEMENT

LESSEE:

Name _____
Address _____

Home Phone _____
Business _____
Business Address _____
Business Phone _____
SS# _____
Drivers License # _____
Email address _____
Lock/Key # _____

LESSOR: Send Payments to:

WestSide Mini-Storage
3716 Country Drive Suite 1
Rhineland WI 54501

715-420-0084
Rental office: For Contract, Key pick up
and drop off at:
Wagners WestSide Shell
1999 River Street
Rhineland WI.54501
715-369-3132

_____ (Lessee), hereby rents from Westside Mini-Storage (Lessor) those certain premises described as Space Number: _____ Size: _____ located at 3668 Highway 47N, Rhineland, WI 54501 (hereinafter referred to as "premises").

1. RENT. Rent is the sum of \$_____ per month, payable in advance upon the 25th day of each and every calendar month to Lessor or to Lessor's designated agent. In the event of failure by Lessee to pay rent when due, Lessor shall have, in addition to all those remedies provided by law without waiving any thereof, the following remedies: (1) in the event of the failure of Lessee to pay the rent prior to the period between one and five days after the due date, the right to collect an additional \$5.00 as liquidated damages therefore; (2) in the event of the failure of Lessee to pay the rent prior to the period between five and fifteen days after the due date, the right to collect an additional \$10.00 as liquidated damages therefore; and (3) in the event of the failure of Lessee to pay rent within fifteen days of the due date, the right to re-enter and take possession of the premises and its contents and, upon reasonable notice to Lessee of the time and place, to sell such contents either at public or private sale. Also, Lessee agrees to pay \$25.00 as liquidated damages for any said dishonored bank check.

2. LIEN ON STORED PROPERTY. Lessee acknowledges that by entering into this rental agreement, Lessor has a lien on all personal property stored at the premises for the above rent and all other charges related to the personal property of the Lessee, including expenses necessary to the preservation, removal, storage, preparation for sale and sale of the personal property, if Lessee defaults or fails to pay rent for the storage of personal property after the termination of the rental agreement.

3. USE AND OCCUPANCY AND COMPLIANCE WITH LAW. The premises are to be used only for storage of personal property and household goods owned by Lessee. Lessee further agrees that the premises will not be used for operation of any business of human or animal occupancy. Trash or other materials shall not be allowed in or near the leased premises. The storage of fertilizers, chemicals, welding or flammable, explosive or other inherently dangerous material is prohibited. Vehicles or other similar fuel-driven equipment

may be stored only if the fuel tanks are empty. Lessee shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department, or other government or governmental agency or in violation of any other legal requirement, or do any act, or cause to be done any act, which creates or may create a nuisance in or upon or connected with the premises. Lessee is responsible for the payment of any fines or penalties imposed by any federal, state or local agency or authority for violation of any order or law specified above, whether issued against Lessee or Lessor.

4. SIGNS. No painted signs shall be placed on the leased premises.

5. RULES. Lessee agrees to abide by all rules and policies that are posted and are now in effect or that may be put into effect from time to time. Lessor agrees to supply written copies of said rules to Lessee as they now exist and as they may be modified or adopted in the future.

6. NOTICE. All notices, demands or requests by either party shall be in writing, at the above address, or such other addresses as either party may designate to the other in writing.

7. CONDITION AND ALTERATION OF PREMISES. Lessee has examined the premises and hereby accepts them as being in good order and condition and to pay Lessor promptly for any repairs of the premises, caused by Lessee's negligence or misuse or the negligence or misuse of Lessee's invitees, licensees, and guests. Lessee shall make no alterations or improvements of the premises without the prior written consent of Lessor. Should Lessee damage or depreciate the premises or make alterations or improvements, or do painting or redecorating, without the prior consent of Lessor, then all costs necessary to restore the premises to its prior condition shall be borne by Lessee. Lessee agrees to solely utilize locks and keys supplied by Lessor. In the event of a lost key, a \$10 fee may be charged to reissue a key.

8. INSPECTION. Lessee agrees that Lessor or his agent may at any reasonable time enter to inspect the premises or make repairs. Lessee further agrees that Lessor or his agent may show the premises to prospective purchasers of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this tenancy has been given by either party, to prospective tenants during the 30 day period prior to termination.

9. TERMINATION. The tenancy under this Agreement may be terminated by Lessor or Lessee by the giving by one of written notice to the other of his intention to terminate the tenancy at least 30 days prior to termination. Rent is payable by Lessee to Lessor for said 30 day period and if Lessee vacates prior to the end of the said 30 day period, Lessee must nevertheless pay rent for said 30 days as hereinabove provided. As condition for such terminations, and prior to the return of any deposit, Lessee shall do the following: completely vacate the premises in good and clean condition, reasonable wear and tear accepted; deliver all keys or locks if rented from Lessor; and leave Lessee's forwarding address and allow Lessor to inspect the premises in Lessee's presence to verify the final condition of the premises and its contents.

10. ABANDONMENT. Lessee shall not abandon the premises at any time during the term of this Agreement. If Lessee shall abandon said premises or be dispossessed by process of law, or otherwise, then Lessor or his agent shall have the right to take immediate possession of and re-enter said premises. Lessor and Lessee agree that in the event a notice to terminate the tenancy has been given by Lessor to Lessee and Lessee has not occupied the premises for the 30 days covered by said notice of termination and has not paid any portion of the rent due for said period, then the premises may be deemed abandoned by Lessee and Lessor may re-enter and take immediate possession of said premises, consider the tenancy terminated and relet said premises.

11. ASSIGNMENT OR SUBLETTING. Lessee shall not sublet or assign all or any portion of the premises or Lessee's interest therein without the prior written consent of Lessor.

12. ATTORNEY'S FEES. If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in this Agreement, Lessee shall pay to Lessor all costs, expenses and reasonable attorney's fees incurred by Lessee in the aforesaid action.

13. LIABILITIES. Lessee shall hold Lessor and his agents harmless from all claims of loss or damage to property and of injury to or death of persons caused by negligence of Lessee, his guests, licensees or invitees, or occurring on the premises rented for Lessee's exclusive use. Lessee hereby expressly releases Lessor from any and all damage to personal property resulting from water leakage, theft or fire. Lessee's personal property within the premises is so placed at Lessee's sole risk and Lessor shall have no liability for any loss or damage caused to said Lessee's personal property whatsoever. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property and for the liability coverage. **DO NOT PUT FURNITURE, MATTRESSES OR CARDBOARD BOXES DIRECTLY ON CEMENT FLOORS.**

14. SECURITY DEPOSIT. Lessee shall, prior to the commencement of this Rental Agreement, deposit the sum of \$_____ as and for a security deposit. Said deposit shall be held by Lessor, with right of comminglement and use, without liability for interest or duty to render accounting as security for the faithful performance by Lessee of all terms, covenants and conditions of this Rental Agreement. If Lessee fails to keep and perform any of the terms, covenants and conditions of this Rental Agreement, then Lessor, at its option, may apply said deposit, or so much thereof as may be necessary, to compensate Lessor for loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit, or any portion thereof, be so applied by Lessor, the Lessee shall upon Lessor's demand, forthwith remit to Lessor a sufficient sum to restore said security to the original sum deposited, and Lessee's failure to do so within five (5) calendar days after receipt of such demand shall constitute a breach of this Rental Agreement. Security deposit will be kept by Lessor on 6-month contract in the event guest does not remain renting for a minimum of 6-months. Security deposit will be forfeited in the event that proper notice of 30-days is not given. Should Lessee comply with all of said terms, covenants and conditions and promptly pay all of the rents herein provided for as they fall due, and all other sums payable by Lessee to Lessor hereunder, said deposit shall be returned in full to Lessee within a reasonable time after Lessee's vacating of the premises.

15. CHANGE OF ADDRESS. Lessee shall provide Lessor written notice of any change of address by the Lessee during the term of this Rental Agreement. Said written notice shall be sent via first class mail or hand delivered to Lessor at the above address.

16. The covenants and agreements contained in this Rental Agreement are interdependent and are binding on the parties hereto and their legal representatives.

RENTAL TERM: Month-to-Month _____
 6-Month Contract _____

IN WITNESS WHEREOF, this Agreement has been executed on the _____ day of _____, 20_____.

WITNESSED BY:

West Side Mini-Storage

BY: _____

LESSEE

Pursuant to Sec. 704.90(2m) Wis. Stats., please provide the name, address and telephone number of a person not residing with you that Lessor can provide written notice of redemption, in addition to Lessee, in the event of default by Lessee or failure to pay after termination of Rental Agreement.

Name: _____ Phone Number: _____

Address: _____