



# Rental Agreement

Date: \_\_\_\_\_

Spot#: \_\_\_\_\_

Monthly Rent Amount: \$ \_\_\_\_\_

## Tenant Information

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The term of this Agreement shall commence on the date the Agreement is executed and shall continue on a month-to-month basis, or Landlord may terminate this Agreement or exercise any other available remedies available to Landlord hereunder or under applicable law.

Sunset RV Storage (Landlord) hereby agrees to lease, and Tenant hereby agrees to rent, the Storage Space stated above, and located at or adjacent to 12641 Stark Rd., Livonia, MI. 48150 (Premises) upon all of the terms and conditions set forth in this Agreement.

Tenant further agrees to comply with the Rules and Regulations issued from time to time by the Landlord concerning use of the Storage Space and conduct on the Premises.

Tenant acknowledges that Landlord has a statutory lien upon all personal property, whether or not owned by the Tenant, located in the Storage Space or on the Premises ("Lien").

**NOTICE:** If you fail to make your required payments, you will have to remove the unit from the premises 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.

By signing this Agreement, you hereby authorize Landlord to also provide such notice to your Alternate Contact Person and any Occupant or Authorized user of the Storage Space.

X  
\_\_\_\_\_  
Tenant Signature

X  
\_\_\_\_\_  
Manager Signature  
Sunset RV Storage, LLC

## 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 1st day for each calendar month. No monthly statements will be sent by Landlord, reminders may be sent via email only. Tenant understands that Rent is not pro-rated at the time of move-out and a 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 office business hours will be credited to the Tenant's account on the next business day. After the expiration of the Initial Term of this Agreement, the Landlord may change the Rent or any other charge or fee by giving Tenant thirty (30) days advanced written notice at the address listed in this Agreement.

**Charges and Fees:** Tenant agrees to pay Landlord a Late Fee \$10.00 if Rent is received ten (10) or more days after the Rent Due Date. After (thirty) 30 days and the delivery of written notice thereof, Tenant's property on the Premises will be considered abandoned, advertised for sale and will be sold at a specified time and place as allowed by law. Late Fees will be applied to the Tenant's account each month the Tenant's account is delinquent and shall be cumulative. Tenant shall abide by posted Gate Hours. Emergency calls made after hours will have a \$25.00 fee. Tenant agrees to pay Landlord the Returned Check Charge of \$50.00, plus all bank charges for any dishonored or returned check. All future payments must be made in cash or certified funds. A partial payment will not stop fees or official procedures. Tenant shall also pay Landlord the Inventory/Sale Preparation Charge of \$200.00 to cover the costs incurred in exercising Landlord's Lien rights as provided by law. 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 law, including, without limitation, court costs and attorneys' fees required to enforce Landlord's rights under this Agreement, if applicable.

**Security Deposit:** At this time, Landlord is not charging a Security Deposit

**Termination:** This Agreement expires at the end of each month, unless the Landlord agrees to continue this Agreement on a semi-annual or yearly basis. Should Tenant wish to terminate, Tenant must give Landlord at least ten (10) days advanced written notice of terminating this Agreement. Upon vacating, Tenant must leave the Storage Space empty, free of rubbish and debris, and 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. If the Tenant vacates the Storage Space and does not make the payment due in advance for that month, this Agreement is terminated and Landlord may relet the Storage Space any time on or after the 15th day of that month without further notice to Tenant. Landlord does not prorate rent when space is vacated. If your space is not vacant on the 1st of the month, a full month's rent is due.

**Care of the Premises:** Tenant, Tenant's agents, employees, invitees and/or guests, shall maintain the Storage Space in good condition, reasonable wear and tear excepted, 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 spaces/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of property 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.

**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 agent's access to the Storage Space upon two (2) days advanced written 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 one (1) day past due. If the Tenant does not pay the amount necessary to satisfy the Lien and the reasonable expenses incurred by the Landlord within ten (10) days, a late charge of \$15.00 will be charged. After (thirty) 30 days and the delivery of written notice thereof, Tenant's property on the Premises will be advertised for sale and will be sold at a specified time and place as allowed by law. Prior to advertising the Tenant's property for public sale, the Tenant's lock will be physically removed, an inventory will be taken of the RV's contents and the Storage Space will be sealed with a Landlord's over lock.

**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 property wholly owned by Tenant as stated above. 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, stolen property, guns or any illegal items. Tenant hereby waives any claim for emotional or sentimental attachment to any property in the Storage Space. 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 and dispose of any prohibited items at Tenant's expense.

**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 the 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 Tenant's expense.

**Insurance:** Tenant, at Tenant's expense, shall maintain an insurance policy in adequate amounts to properly insure all property stored at Sunset Storage. 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 Sunset Storage 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, water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of the Landlord, Landlord's agents, or employees.

**Release of Landlord's Liability for Bodily Injury:** Landlord, Landlord's agents and 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 Tenants 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 expires 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.

## Additional Contact Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_