## L.M.N. PROPERTIES STORAGE RENTAL AGREEMENT

UNIT

Please read this document and the attachment carefully before signing below.

This is a rental agreement between \_\_\_\_\_\_\_ (hereinafter referred to as "Renter") and L.M.N. Properties (hereinafter referred to as "Management"). Management does hereby rent to Renter storage unit \_\_\_\_\_\_\_ (size: \_\_\_\_\_\_X \_\_\_\_\_) in a building located at 1751 N. Market, Monticello IL 61856, to be used as storage for personal or business property for the monthly rate of \$\_\_\_\_\_\_\_ payable on the first (1st) day of each month hereafter. Rent is payable in advance for each month in which rent is due. Management acknowledges receipt of payment as follows:

\$		First month's rent (pro-rated to the first day of the next month)		
		(May be waived by Management)		
\$	25.00	Clean-Up Fee (Refundable if and when Renter provides 10-day		
		notice of moving out and leaves unit clean.)		
\$		Lock Purchase (Renter may provide own lock instead.)		
\$		Total payment received		

AUTOMATIC RENEWAL: This agreement will automatically renew each month until the Renter provides Management with ten (10) days written notice of their intention not to renew.

PAYMENT: Payment is due the 1st day of each month to "L.M.N. Properties" at the address listed below. We will not send a bill or statement. Please pay by check, money order, or credit card; cash is not accepted. In

order to avoid responsibility for the next month's rent, Renter must give Management written notice of intent to vacate the unit ten (10) days before the next rental payment is due. All payments made to Management pursuant to this agreement will be applied first to administrative and late charges, if any, then the balance to accrued and unpaid rent.

LATE CHARGE: Rental payments made after the 5th day of the month are subject to a \$ 10.00 late charge. A returned check is subject to a charge of \$ 25.00. Mailed payments must be postmarked by the 5th day of the month to avoid the late charge.

CLEAN-UP FEE: A \$ 25.00 Clean-Up Fee is due and payable when this agreement is signed. This fee is refundable when Renter provides Management with ten (10) days' written notice of his/her intention not to renew and Renter leaves the unit clean.

INSURANCE: Renter acknowledges that Management does not carry insurance that covers any loss whatsoever Renter may incur as a result of renting the storage unit. All property stored in the storage unit shall be at Renter's sole risk.

RENTER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT AS WELL AS THE CONDITIONS ATTACHED TO THIS AGREEMENT, AND HE/SHE AGREES TO BE BOUND BY THEM.

Date:			
Renter's Signatu	ire		Management's Signature
ADDRESS: CITY/ST/ZIP: PHONE: DRIVERS LICENS E-MAIL ADDRES		STATE:	Remit to: L.M.N. Properties 402 S. Staley Rd. CHAMPAIGN IL 61822

CONTACT INFORMATION: 217-762-2611 OR 217-355-9700 management@lmnpropertyrentals.com

## CONDITIONS: L.M.N. PROPERTIES RENTAL AGREEMENT (Page 1 of 2)

Thank you for choosing L.M.N. Properties! We appreciate your business, and we look forward to your having a pleasant experience renting from us. If we can be of help, please let us know.

**USE OF UNIT:** Do not store any materials that are perishable, flammable, explosive, illicit, hazardous, contraband, or other goods prohibited by law. This unit is to be used for storage, only. Any activity such as automobile or truck repairing, painting or carrying on a business on the premises is prohibited. Renter agrees not to affix shelving or other articles to the walls, ceilings, or doors. Renter shall not permit damage to the premises and will hold Management harmless from any claim or cause of action arising out of Renter's use of the premises.

**TERMINATION OF OCCUPANCY:** This rental agreement shall run for the period covered by the initial payment (if any) and from month to month thereafter and shall terminate on the last day of the month for which a rental payment has been paid if no prepayment is made for the following month. Renter may terminate this rental agreement by giving written notice of his/her intention to terminate to Management at least ten (10) days before the next rental payment is due. Management may terminate this lease with at least ten (10) days' written notice to the Renter. Management may also terminate this rental agreement without notice to Renter if Renter is in breach of any of the terms of this agreement. Renter agrees to peaceably return control of the unit to Management upon termination of this agreement. The storage unit must be vacated on or before the last day of the month for which rent has been paid, and all terms and conditions of this agreement must be met, before occupancy is terminated. The storage unit must be cleaned, emptied, and left in good condition, subject only to normal wear and tear, and the unit must be ready to rent to others. Fees are not pro-rated when the unit is vacated; a full month's rent is due if the unit is not vacant by the first (1st) day of the month.

**LOCK:** Only one lock is allowed per door latch. If more than one lock is found, Renter may be subject to an administrative fee of \$10.00 for removal of the additional lock. Renter's lock must be removed upon termination of occupancy. Failure to remove the lock will result in Renter's liability for another month's rent and accompanying fees.

**INSURANCE:** Management does not assume any liability for the items stored in your unit. Management does not carry insurance that covers any loss whatsoever Renter may incur as a result of renting the storage unit. All property stored in the storage unit shall be at Renter's sole risk. Renter expressly releases Management from any loss or damage to Renter's property caused by fire, theft, water, rainstorms, tornado, explosions, rodents, insects, civil disturbances, or any other cause whatsoever. Management is not liable to Renter and/or Renter's guests or invitees or agents while on or about Management's premises. Renter is encouraged to seek additional insurance on their existing policies (which is usually not expensive) or renter's insurance.

**AISLE AND DOOR CLEARANCES:** Aisles must remain clear and Renter may not block any other tenant's door. **DELIVERIES:** Delivery drivers are to be met promptly and may not the block the front driveway or gate under any circumstances.

**LATE PAYMENT:** If we have not received payment by the 5th day of the month, your gate access will be denied, the unit will be overlocked, and a \$ 10.00 late fee will be due. Access will not be granted until all current payments and fees due have been paid.

**ADDITIONAL ACTION:** If we have not received payment by the 15th day of the month, we will start the process to put your unit up for public auction. A partial payment will not stop fees or official procedures. Any agreement between Renter and Management to extend payment dates or to defer the sale/auction of goods must be in writing and signed by both Renter and Management to be binding. In the event of Renter's failure to pay rent by the 15th of the month, Management shall be entitled to immediate possession and may exercise any remedies available by law. Management may remove Renter's lock at Renter's expense to appraise stored goods for sale. The administrative fee for lock cutting is \$ 10.00. Management may move property to another location, and Renter agrees to be solely liable for any damage, loss, or expenses incurred by this action.

**ACCOUNT RENEWED:** If the account is brought up-to-date and all fees have been paid, Management will remove its lock. Renter assumes responsibility for replacing the lock to secure his/her unit.

**RETURNED CHECKS:** A \$ 25.00 fee is automatically charged for all returned checks and will be considered part of the rental. The unit will be considered in default, gate access will be denied, and the unit will be overlocked until the amount of the returned check, the returned check charge, and any additional charges and fees due are paid in full. Payment must be made by money order or certified check. When there is a returned check, all future payments must be made by money order or credit card.

## CONDITIONS: L M N PROPERTIES STORAGE RENTAL AGREEMENT (Page 2 of 2)

LIEN: k-Vu-k SPECIFICALLY GRANTS TO MANAGEMENT A LIEN ON THE STORED PERSONAL PROPERTY, ENTITLING MANAGEMENT TO SELL ALL THE PROPERTY STORED IN THE UNIT IF PAYMENT HAS NOT BEEN RECEIVED FOR A CONTINUOUS FIFTEEN-DAY PERIOD WHEN DUE. Management will be entitled to take possession of the goods in the storage unit and will have a lien on all personal property stored in the unit to cover rents and fees due, labor, or

expenses reasonably incurred in the sale of such property in accordance with the provisions of Title 770 of Illinois Code Annotated. All moving, storage, and/or sales costs associated with the sale or auction of the goods shall be borne by the k . AFTER A LIEN AGAINST THE PROPERTY IN THE UNIT ARISES, ONLY PAYMENT IN FULL OF AMOUNTS DUE WILL BE ACCEPTED TO SATISFY THE LIEN. Partial payments will not stop any auction procedures or legal action.

**RENT/FEE INCREASES:** The monthly rental rate, clean-up fee, late charge, cut-lock charge, returned check charge, and other administrative charges are subject to increase on the 15th day of each month. Renter will be given thirty

(30) days' written notice of such increases, and this agreement shall be deemed to have been so altered if Renter continues his/her occupancy beyond the effective date of the increase/s. Notice shall be deemed given when

Management deposits first class mail, postage prepaid notice to Renter at the address provided on the agreement or by any official change of address. A new rental agreement is not necessary for such increases; all other terms of this agreement shall continue in force.

**DISCLOSURE:** Renter must disclose to Management if there are any lien holders with an interest in any of the property that may be stored in the unit.

**ASSIGNMENT OF SUBLETTING:** Renter shall not assign this lease or the unit or any part thereof, nor sublet the unit or part thereof, without advance written consent of Management.

**ATTORNEY FEES**: In the event that Management is required to obtain the services of an attorney to enforce any of the terms of this rental agreement, Renter agrees to pay reasonable attorneys' fees and associated costs in addition to other amounts and fees due under this agreement.

**EMERGENCIES/INSPECTION**: In the event of an emergency, Management will have the right to enter the storage unit with whatever reasonable force is necessary. Management may deny access to the premises in the case of inclement weather or emergencies. Management reserves the right to enter the storage unit for the purpose of inspection to see that the terms and conditions of this rental agreement are being complied with.

**NOTICE:** Any notice required to be given to Renter shall be sent by ordinary mail to the address set forth in the original agreement unless otherwise specified in this agreement.

**CHANGES IN CONTACT INFORMATION:** Renter must inform Management of any changes in his/her contact information, including mailing address, phone number, e-mail, etc., via a written and signed notice within twenty (20) days of such change. Until Management receives this notice, the only legally valid contact information is that entered on the rental agreement.

**WAIVER AND ALTERATIONS:** No terms of this rental agreement may be altered and no conditions shall be waived except by written agreement of both parties.

**AGENT:** Any right granted herein to Management may be exercised by Management's agent or appointed representative.

**PARTIES BOUND BY AGREEMENT:** The terms of this agreement shall be binding upon and shall extend to the parties hereunder, their heirs, executors, administrators, and assigns.

THESE CONDITIONS ARE PART OF YOUR RENTAL AGREEMENT. THIS AGREEMENT AND THESE CONDITIONS WILL BE STRICTLY ENFORCED, WITH NO EXCEPTIONS.

STORAGE FACILITY: L.M.N. PROPERTIES 1751 N. Market St. Monticello, IL 61856

REMIT PAYMENTS TO: L.M.N. PROPERTIES 402 S. Staley Rd. Champaign, IL 61822

Please let us know if you have any questions.