

BLAIR STOW-AWAY

MANAGING AGENT:

**SCHMIDT-ROGERS MANAGEMENT, LLC
996 Garfield Woods Drive, Suite D
Traverse City, MI 49686**

RENTAL LEASE

Physical Location:

**Chum's Corners
1760 S. Peak Drive
1768 S. Peak Drive**

This lease, entered into in duplicate this _____ day of _____, by and between CZAPLICKA PROPERTIES, LLC dba BLAIR STOW-AWAY, as Lessor, and _____, as lessee.

WITNESSETH: That said Lessor, in consideration of the covenants of the Lessee contained hereby with said Lessee as follows: That Lessor does hereby lease, demise and let to said Lessee that certain space in the Self-Storage mini-warehouse located 1760/1768 S Peak Drive, Blair Township, County of Grand Traverse, in the state of Michigan. Subject to the restrictions herein contained and to the rules and regulation on the back hereof, for the prevailing rental rate, as stated below. RENTAL RATE SHALL BE paid in advance, and will not be refunded.

Rent shall be _____ and 00/100 dollars (\$ _____) per month. **IF SAID RENT IS PAID ON OR BEFORE THE FIRST CALENDAR DAY OF THE MONTH, RENT WILL BE DISCOUNTED TO _____ AND 00/100 DOLLARS(\$ _____)** Rent must be received in our office no later than 5:00p.m. on the first calendar day of the month to qualify for the discount. *Weekends, holidays and postmarks will not be cause to receive the discount for rent due on the first.* Company policy stipulates that all rents are to be paid by personal or business check or cashiers check drafted by a bank or like institution. No money orders or cash shall be accepted. Cashiers check payments will be receipted and a copy of said receipt will be retained in the file. If payment is made in person, a duplicate receipt may be supplied to the person delivering the cashiers check.

This lease shall COMMENCE on _____ and END on _____; Month-to-Month thereafter.

*****NOTE: LAST MONTH'S RENT WILL NOT BE PRORATED*****

Prorated Rent for month of _____ (if applicable) _____ days @ \$ _____ per day. \$ _____

Pre-paid Rent for month of _____ \$ _____

Deposit (Returned if lease conditions are complied with & unit must be broom swept clean) \$ _____

Total amount paid at rental commencement. \$ _____

PAYMENT *Due on the 1st of each month. INVOICES WILL NOT BE SENT OUT.* It is the Tenant's responsibility to pay the monthly rent on time. There is a \$15.00 invoice fee for each statement sent out for late or non-payments.

LATE PAYMENT POLICY Monthly payments are past due if received after 5:00 p.m. on the 1st calendar day of each month. The gross rent shall then apply after 5:00 p.m. on the 1st calendar day of each month...Allow 10 days for delivery by mail.

NSF CHECKS All check payments received and drawn upon non-sufficient funds shall be subject to a \$25.00 service charge.

INSURANCE ON CONTENTS IS THE RESPONSIBILITY OF TENANT!

THIS CONTRACT IS SUBJECT TO ALL CONDITIONS HEREIN, AND TO THE RULES AND REGULATIONS ON THE REVERSE SIDE. It is fully understood and agreed that the relationship between parties hereto is that of Landlord and Tenant, on a non-habitable premises, and that the Tenant has access to his property only so long as the rent is paid.

WITNESS our hands in duplicate on the day and year first above written.

***MAKE CHECKS PAYABLE TO:
CZAPLICKA PROPERTIES, LLC***

Lessee: PLEASE PRINT

Street Address

City State Zip

Phone Drivers License No.

x _____
Lessee Signature

996 Garfield Woods Dr, Suite D

Traverse City, MI 49686

231/941-0707 Emergency 231/409-0707

x _____
For Blair Stow-A-Way

Emergency Contact Person

Street Address

City State Zip

Relationship

Phone

Unit #: _____ Size: _____

Blair Stow-A-Way Rules and Regulations

Use of Premises: Lessee expressly agrees and covenants with Lessor that Lessee will be responsible for and mend at his/her own cost any and all breakage or damage done to the Premises during the term of this Agreement; to not sell or assign this lease or sublet the Premises or any part thereof to any person without first obtaining the written consent of the Lessor, to comply with all local laws, ordinances and regulations covering the Premises or the use thereof and to avoid the doing of anything which will void any hazard or other insurance or increase the rate of the same, maintained upon the rented Premises covered hereby; and that Lessee will pay the rent imposed by this Agreement and will comply with any printed or typewritten regulations now or hereafter posted on the Premises by the Lessor relating to the use of the rented property. Any use of electrical outlet in compartment by Lessee for anything other than light is strictly prohibited; that Lessee will not store explosives, hazardous, or highly flammable material or goods on said Premises. Exception: vehicles, boats, and recreational vehicles with original gas tanks that don't leak are permitted to be stored with fuel in them. All other gas or fuel oil powered tools or equipment must be drained before storing. It is strongly advised that cardboard boxes and other valuables be stored up and off of the concrete to avoid a moisture problem. Lessor assumes no liability for water or any other damage to contents of Lessee's unit. Units are not water/air tight and under certain weather conditions leakage may occur.

Lessee acknowledges that Stow-A-Way is only renting a self-storage space to Lessee and does not accept Lessee's belongings as either a warehouseman or bailee. Lessee agrees that nothing the owner or agent may do will be construed as issuing a warehouse receipt, bill of lading or other document of title.

Insurance: Lessee acknowledges that he/she shall have no right or claim against Lessor arising out of any damage to any property owned by Lessee stored upon said Premises or for any injury sustained by Lessee in obtaining said personal property from the storage unit, or while occupying and using the same. Lessee acknowledges and agrees to maintain all responsibility for any injury to person or property arising out of the use of the rental unit, and that it is Lessee's obligation to maintain said insurance at his/her own expense. Lessee further covenants and agrees to make no claim against Lessor on account of any loss or damage to any property and expressly waives the right to any such claim.

Lease Continuation: Should Lessee hold over and retain possession of said Premises after the expiration of this lease, his/her occupancy of said Premises shall be as a Tenant from month-to-month at the then prevailing rate, and that all covenants and conditions contained herein shall continue in full force and effect so long as Lessee retains possession of said Premises.

Payment: The discounted monthly rate will apply if received by Lessor on or before due date. The first month's rent may be prorated. If rents are received after the due date, the gross amount will apply. Lessee shall be in default of non-payment after the 1st of each month.

Relocate: Lessor reserves the right to relocate Lessee, without expense to Lessee, to any compartment of comparable size.

Access: Lessor is authorized and Lessee grants permission to Lessor or its agents to enter upon the premises at all reasonable times, to inspect the same and to make such repairs and alterations as Lessor or its agents shall deem necessary. Access by Lessee to the rental unit shall be in accordance with the rules and regulations of operation as from time to time may be posted.

Deposit: If, upon termination of Lease Agreement and when Lessee vacates the Premises, the unit is in good condition, with reasonable wear and tear excepted, and is clean, and there is no major damage, and all rental obligations are paid in full, Lessor will return to Lessee the entire security deposit. In the event any major damage, or in the event the unit at the time the Lease is terminated or Lessee vacates the premises it is in need of cleaning, Lessee shall be obligated for the cost of said repairs or the cost of cleaning (which shall be billed at the rate of \$20.00 per hour), and the same shall be deducted from the deposit. (Please broom-clean the unit and notify Schmidt-Rogers Mgt. upon vacating the unit.)

Lessor and Lessee specifically acknowledge and agree that this Lease is a Lease of self-storage unit, and not of habitable premises, and as such, the security deposit provisions relating to Landlord-Tenant relationships do not apply. Lessor shall be under no obligation to place the security deposit in a bank or other financial institution, not for the payment of any interest on said security deposit.

Default: The addition to such remedies provided by law to secure and collect rent, which shall be considered cumulative, Lessor is hereby given a lien, pursuant to the Michigan Self-Service Storage Facility Act (Public Act 148 of the Public Acts of 1985), upon all of Lessee's property now or at any time hereafter stored on said premises. In case of default in the payment of rent by Lessee, *Lessor is authorized to seize and take possession of said property and place Lessor's lock on the doors of said leased Premises, and after due notice to Lessee by either regular or certified mail, and Lessee's continued failure to pay rent, to sell said property at a public or private sale for the payment of said rent, and from the proceeds of the sale, Lessor shall satisfy its lien, including the reasonable costs of sale. The balance, if any, of the proceeds shall be paid to Lessee. The notice shall be in writing delivered either regular or certified mail to the address of Lessee indicated in this Agreement, and shall contain a demand for payment of said rent.*

Notice: 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. 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 in the same manner as we notify you.

Cost to Lessee: Lessee agrees to reimburse Lessor for all attorney and/or collection fees incurred in the collection of any rent due or amount owing for damages for any unlawful detainer proceeding commenced against Lessee for breach of the Lease Agreement. All attorney fees or collection fees incurred shall be considered additional rent under this Lease Agreement and shall be due and payable upon the request of Lessor.

Termination for default: A breach of any of the covenants and conditions set forth in this Agreement by Lessee, as well as the rules relating to the operation of storage Premises that may from time to time be posted, shall constitute grounds for termination of this Lease Agreement.

Notices: It is agreed between the parties hereto that any notices required under this Lease Agreement shall be sent to Lessor or Lessee at the address indicated on the Lease.