

Access Code	Tenant	Unit #
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WISCONSIN SELF-STORAGE TENANCY AGREEMENT

Operator: _____

Facility
Address: _____



Tenant
Information:

Name: _____

Address _____ City _____ State _____ Zip _____

() () ()

(Home Phone) (Business Phone) (Cell Phone)

() ()

(E-Mail) (Fax)

Space,
Rents,
Fees
& Charges

Space #: _____ Rent Due Date: _____ Day of the month

Approximate Size: _____ Days for Notice of Termination: _____

Rent: \$ _____ Adm. Fee: \$ _____

Late Fee: \$ _____ Security Deposit: \$ _____

Lien Sale Charge: \$ _____ Per s. 704.90(4b) Late Fee Dates: _____ & _____

NSF Check Fee: \$ _____ Transfer Fee: \$ _____

Other Charges: \$ _____

Lease Term: Month / Month Commencing: _____ _____

Do not sign this agreement until you have read it, including the provision on all pages, and fully understand it. This agreement limits the Operator's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor

Tenant Signature _____

Operator _____

Date _____

NOTICE - PLEASE READ THIS. This agreement was drafted by the Wisconsin Self Storage Association for the exclusive use of its members. We have done our best to provide a useful and complete self storage rental agreement that can be used in Wisconsin. However, we cannot guarantee that you can use this form trouble free. We do not know the individual characteristics of your business or how you operate it. It is your responsibility to review the rental agreement before using it and making certain it conforms to how you operate your self storage business. If you are not sure about the use of this form consult your attorney. Also no rental agreement is a substitute for liability insurance that covers typical self storage business claims. Neither the Wisconsin Self Storage Association nor its advisors make any guarantee on the adequacy of the rental agreement for your self storage business.

THE UNAUTHORIZED COPYING OR OTHER REPRODUCTION OF THIS FORM IS VIOLATION OF WSSA'S COPYRIGHT AND WILL SUBJECT OPERATOR TO APPROPRIATE ENFORCEMENT ACTION BY WSSA AND RESULT IN IMMEDIATE TERMINATION OF WSSA MEMBERSHIP RIGHTS AND PRIVILEGES.

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NOTICE OF LIEN: Pursuant to Wisconsin law the Operator has a lien on Lessee's stored property for rent and other charges. Operator may sell Lessee's property in accordance with section 704.90 of the Wisconsin Statutes if Lessee fails to pay rent and other charges when due.

Operator, rents to **Lessee (Tenant)** the storage space indicated above pursuant to the following terms and conditions:

TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis or other term as indicated. The minimum rental term is one month.

RENT: The rent shall be the amount stated above and paid to Operator at the address stated above. Rent is due each month on the rent due date in advance and without demand. Operator reserves the right to require that rent and other charges be paid in cash, certified check or money order. Operator may change the monthly rent or other charges by giving Tenant twenty eight (28) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Tenant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Prepaid rent is not refundable.

ADMINISTRATION FEE: Tenant agrees to pay the indicated non-refundable administration fee.

SECURITY DEPOSIT: Tenant will pay in advance a security deposit in the amount stated above to ensure Tenant's faithful performance of all terms of this agreement. Tenant agrees that Operator need not segregate this deposit from other funds and that no interest will be due for the period of time during which the deposit is held. This deposit, less all expenses incurred by Operator for damage or cleaning the storage space shall be returned to Tenant within 21 days after Tenant removes all stored property from the storage space. At Operator's sole option, amounts may be withheld from the security deposit to compensate Operator for any rent or any other charges due and unpaid under this agreement at the time Tenant relinquishes, abandons or otherwise loses possession of the storage space. Operator reserves the right to require an additional security deposit when deemed necessary in Operator's sole discretion.

LATE CHARGES AND OTHER FEES: Tenant agrees to pay Operator the late fees as indicated on the first page of the lease. Tenant shall pay Operator any indicated fees for each letter sent to Tenant notifying Tenant of the default. Tenant agrees to pay Operator the indicated NSF charge plus all bank charges for any returned checks. These fees are considered additional rent and are to compensate Operator for labor and other costs of collection. In the event of default, Tenant agrees to pay all collections and lien costs incurred by Operator.

DENIAL OF ACCESS: When rent or other charges remain unpaid for seven (7) consecutive days Operator may deny Tenant access to the storage space.

TERMINATION: Advanced written notice given by Operator or Tenant as indicated on the first page to the other party will terminate this tenancy. Tenant must leave the space broom clean and in good condition. Tenant is responsible for all damages.

USE OF STORAGE SPACE: Tenant shall not occupy space for a residence or sleep in unit. Operator is not engaged in the business of storing goods for hire and no bailment is created by this agreement. Operator exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant and NOT to use the space as a work area. Tenant shall not store antiques, firearms, collectibles or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the stored property. **The value of the contents of a locked storage unit is in excess of \$5,000. Tenant has no insurance on the property. Tenant agrees not to store property with a total value in excess of \$5,000. Operator is not liable to Tenant in excess of \$5,000 for any damage or loss to any person or Tenant, or any property stored on the premises.** Nothing herein shall constitute any agreement or admission by Operator that Tenant's stored property has any value, nor shall anything alter the release of Operator's liability set forth below. Tenant is responsible for clearing snow in front of their unit. No work is allowed in the unit unless written approval is received from the Operator.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Tenant is strictly prohibited from storing or using materials in the storage space or on the premises which are classified as hazardous, toxic, or illegal under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically includes any costs, expenses or penalties imposed against the Operator, arising out of the storage or use of any hazardous, toxic, or illegal material by Tenant, Tenant's agents, employees, invitees or guests. Operator may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Operator. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Operator, Operator's agents or employees for loss of or damage to stored property.

RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Operator and Operator's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause

whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees.

RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY: Operator, Operator's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees.

INDEMNITY: Tenant agrees to indemnify, hold harmless and defend Operator from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the storage space and common areas, including claims for Operator's active negligence.

CHANGE OF ADDRESS: Tenant must provide address changes to Operator in writing. Such change will become effective when received by Operator. It is Tenant's responsibility to verify that Operator has received and recorded the requested change of address.

LOCKS: Tenant shall provide, at Tenant's own expense, a lock that Tenant deems sufficient to secure the space. If the space is found unlocked Operator may, but is not obligated to, take whatever measures Operator deems reasonable to secure the space, with or without notice to Tenant. The absence of a lock shall entitle the Operator to presume conclusively that the unit has been vacated.

Operator does not warrant or maintain padlocks, whether purchased from, or provided by Operator.
RULES AND REGULATIONS: Operator shall have the right to establish or change the hours of operation of the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order of the facility. Tenant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

PROPERTY LEFT IN THE STORAGE SPACE: Operator may dispose of any property left in the storage space or the storage facility by Tenant after Tenant has terminated his or her tenancy. Tenant shall remove all contents from storage unit when vacating.

Operator does not provide rubbish disposal for tenants. Tenant shall be responsible for paying all costs incurred by Operator in disposing of such property.

TENANT ACCESS: Tenant access to the storage facility may be conditioned in any manner deemed reasonably necessary by Operator to maintain order. 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 storage facility.

OPERATOR'S RIGHT TO ENTER: Tenant grants Operator, Operator's agents or representatives or any governmental authority, including police and fire officials, access to the storage space upon twelve (12) hours advanced notice to Tenant. In the event of an emergency, Operator, Operator's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Tenant, and take such action as may be necessary to protect the storage facility, to comply with applicable law or enforce Operator's rights.

NO SUBLETTING: Tenant shall not assign or sublease the storage space without the written permission of the Operator. Operator may withhold permission to sublet or assign for any reason in its sole discretion.

WAIVER OF JURY TRIAL: Operator and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Operator against Tenant, or Tenant against Operator, or Operator's agents or employees, on any matter arising out of or in any way connected with this rental agreement, Tenant's use of the storage space or this storage facility, or any claim of injury, death or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver also includes Tenant on behalf of any of Tenant's agents guests or invitees.

NOTICES: All notices required by this Rental Agreement shall be sent by first class mail postage prepaid to Tenant's last known address. Notices shall be deemed given when deposited in the United States mail. Tenant agrees that any such notice is conclusively presumed to have been received within five (5) days after mailing, unless returned to Operator by the U.S. Postal Service. All statutory notices shall be sent as required by law.

NO WARRANTIES: NO EXPRESSED OR IMPLIED WARRANTIES ARE GIVEN BY OPERATOR, OPERATOR'S AGENT'S OR EMPLOYEES AS TO THE SUITABILITY OF THE STORAGE SPACE FOR TENANT'S INTENDED USE. OPERATOR DISCLAIMS AND TENANT WAIVES ANY IMPLIED WARRANTIES OF SUITABILITY OR FITNESS FOR A PARTICULAR USE.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Operator and Tenant, and no oral agreement shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Tenant's property, and that Tenant has made his own determination of such matters solely from inspection of the storage space and the facility. Tenant agrees that he is not relying, and will not rely, on any oral representation made by Operator or by Operator's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that this agreement may be modified only in writing, signed by both parties.

SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the Tenant hereto.

ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

