

DE PERE SELF STORAGE

1682 Swan Road (Office/Mailing) / 1442 Storage Drive (Storage Facilities) De Pere WI 54115

website: www.depereselfstorage.com email: info@depereselfstorage.com

SELF STORAGE RENTAL AGREEMENT

This Self Storage Rental Agreement (this "**Agreement**"), entered into on the Agreement Date (set forth below) and effective on the Commencement Date (set forth below), is made by and between De Pere Self Storage, LLC, a Wisconsin limited liability company ("**Operator**"), and Lessee (set forth below), with regard to Lessee's lease of the Leased Space (as defined below) from Operator, which is located in Operator's self-service storage facility at 1442 Storage Drive, De Pere, WI 54115 (the "**Premises**").

Accordingly, Operator and Lessee agree as follows:

Storage Space #: _____ (the "**Leased Space**") Estimated Size: _____

Agreement Date: _____ (the "**Agreement Date**")

Commencement Date: _____ (the "**Commencement Date**")

1. **LESSEE INFORMATION** (All information requested is required. Any changes must be submitted in writing to Operator (as defined below)):

Name: _____ Photo ID #: *Please include copy with paperwork*

Address: _____ City, State, Zip: _____

Phone: _____ E-Mail: _____

Employer & Employer Phone #: _____

Brief Description of Items to be Stored:

Is Lessee or the spouse of Lessee in active or reserve military status? Yes No

Military ID: _____ Commanding Officer Name/Phone: _____

Will a vehicle/motorcycle/boat be stored? Yes No *(If Yes, attached Addendum A is required with a copy of the title/s)*

2. **NOTICES; CHANGE OF ADDRESS AND E-MAIL:**

All notices to Lessee under this Agreement will be e-mailed and/or mailed to the last-known addresses provided in writing by Lessee to Operator. All notices to Operator under this Agreement must be mailed to 1682 Swan Road, De Pere, WI 54115 or e-mailed to info@depereselfstorage.com.

Lessee must provide change of address/e-mail to Operator in writing (for this purpose, e-mail shall be considered in writing). Such change shall become effective when received by Operator. It is the Lessee's responsibility to verify that Operator has received and recorded the requested change of address. For change of address mailed by U.S. mail a valid postmark and appropriate postage establishes the date of the notice. E-mail shall not be considered delivered unless Lessee receives an e-mail in response confirming receipt of the email.

3. **ALTERNATE CONTACT PERSON (As required by Wis. Stat. § 704.90(2m))** (All information requested is required. Any changes must be submitted in writing to Operator):

Name: _____ Relationship: _____

Address: _____ City, State, Zip: _____

Phone: _____ E-Mail: _____

Operator may contact Lessee's alternate contact person listed above (the "Alternate Contact Person") in event of emergency, if Lessee defaults, or if Operator is required to notify under **Wis. Stat. § 704.90(5)(b)1**. The Alternate Contact Person has Lessee's permission to enter the Leased Space. Lessee consents, **by checking this "box"** , that Operator may, at Operator's option, allow the Alternate Contact Person or Lessee's spouse/sibling/parent/child over the age of eighteen (18) to have access to the Leased Space if such person signs a notarized affidavit that Lessee is deceased.

4. TERM; AUTOMATIC RENEWAL; TERMINATION; STORAGE SPACE:

Operator hereby leases to Lessee, and Lessee hereby leases from Operator, the Leased Space, beginning on the Commencement Date and ending three (3) calendar months after the Commencement Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew on a month-to-month basis (together with the Initial Term, the "Term"), unless one party delivers to the other party a written (e-mail shall be considered a writing under this Agreement) notice of the party's intention to terminate this Agreement thirty (30) days prior to the expiration of the then-current Term. For notices mailed by U.S. mail, a valid postmark and proper postage paid establishes the date the notice was given. Lessee shall not be entitled to refunds for rent paid if Lessee vacates the Leased Space before the end of the Term (i.e., Operator does not prorate rent if the Leased Space is vacated prior to the termination date). During the Term, Operator may require Lessee to relocate to another Leased Space, so long as the new Leased Space provides equivalent floor area at an equivalent rental rate. All Leased Space sizes are approximate.

5. RENT AND OTHER FEES:

\$ _____	1st Month Rent OR Prorated paid to:	_____
\$ _____	Annual Rent: PRE-PAID UNTIL:	_____
\$ _____	Security Deposit (\$100/\$75 for 10' x 10')	_____ Electronic Keypad Access (\$10 per month)
\$ _____	Disc Lock/s (\$15 each)	_____ U.S. Military Discount (5% per month)
\$ _____	Total Initial Payment made by:	

Monthly automatic renewal payments of \$ _____ paid by payment information listed below on the 1st of each month

During the Term, Lessee shall pay Operator, by direct payment via ACH, credit card, or debit card (in accordance with the payment information and method listed below), the rent at the rate set forth above, in advance, payable on the Agreement Date and thereafter on the first (1st) day of each month or renewal Term. Operator reserves the right to require that rent or other charges be paid by credit card, debit card, certified check, money order, or cash. Operator may change the monthly rent or other charges by amending this Agreement in accordance with the terms of this Agreement and by giving advanced written notice to Lessee via e-mail. Operator requires Lessee to provide an e-mail address for the sole and exclusive means of providing notice under this Agreement. New rent rates become effective on the first (1st) day of the second (2nd) month after notice was sent to Lessee. Monthly invoices will not be provided by Operator to Lessee. If Lessee provides notice of termination but does not vacate the Leased Space at the end of then-current Term, the holdover rent shall be 150% of the then-current rental rate under this Agreement.

6. LATE FEES AND OTHER CHARGES:

- \$20 Late/Overlock Fee will be charged if full rent is not received by the tenth (10th day of each month);
- \$50 Lock Removal & Inventory Fee will be charged is rent it not received within forty-five (45) calendar days after its due date;
- \$50 will be charged if written vacate notice is given by Lessee less than thirty (30) days before the end of the Term*;
- \$25 Minimum Cleaning Fee will be charged if the Leased Space is left unswept when Lessee vacates*;
- \$10 Default Letter Fee & \$35 Lien Letter Fee will be charged (if and when necessary); and
- Any advertisement(s) and auction costs.

* DEDUCTED FROM SECURITY DEPOSIT SET FORTH ABOVE

In addition to rent, Lessee shall pay all additional fees and charges set forth above (when applicable). Additionally, Operator may charge for any and all reasonable costs of any Lien Sale (as defined below) proceeding associated with the Leased Space. All late charges and other fees, if not paid within the month assessed, are considered additional rent payable with the next month's rent, and Lessee agrees to pay, upon written demand by Operator, all additional rent imposed under this Agreement, including such late charges and returned check charges. As first provided above, Operator has a lien on personal property stored in the Leased Space, and Operator may satisfy the lien by selling Lessee's personal property stored in the Leased Space, if Lessee defaults under the Agreement or fails to pay rent for the storage of personal property abandoned after the termination of this Agreement.

7. NOTICE OF OPERATOR'S LIEN:

OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED SPACE FOR RENT AND OTHER CHARGES RELATED TO THE PERSONAL PROPERTY, INCLUDING EXPENSES NECESSARY TO THE PRESERVATION, REMOVAL, STORAGE AND PREPARATION FOR SALE AND THE SALE OF THE PERSONAL PROPERTY. OPERATOR MAY SATISFY THE LIEN BY SELLING THE PERSONAL PROPERTY, AS PROVIDED IN SECTION 704.90 OF THE WISCONSIN STATUTES, IF LESSEE DEFAULTS OR FAILS TO PAY RENT FOR THE STORAGE OF PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF THIS AGREEMENT.

8. PAYMENT AUTHORIZATION: (All information requested for credit/debit card OR bank is required).

		OR		
<u>Credit or Debit Card</u>			<u>Direct Bank Checking via ACH (PROVIDE VOIDED CHECK)</u>	
Type of Card:	MasterCard: <input type="checkbox"/>	Visa: <input type="checkbox"/>		
Account Number:	<u>Call De Pere Self Storage Office with Card Info</u>		Bank Routing Number:	_____
Expiration Date:	_____	3 Digit Code: _____	Checking Account Number:	<u>Call De Pere Self Storage Office w/Info</u>

Lessee hereby authorizes Operator to automatically charge Lessee's credit/debit card OR debit Lessee's bank account (as applicable and requested every month) to pay for all charges to Lessee associated with the Leased Space and under this Agreement. Lessee represents and warrants that Lessee is the authorized holder and signer of the account(s) referenced above and all information is complete and accurate. Lessee certifies that this authorization and the authority herein given to Operator is irrevocable and shall remain in full force and effect until Operator receives written notice (physical or electronic) of termination of this Agreement from Lessee at least thirty (30) days prior to the end of the Lease Term (as defined below).

9. RISK OF LOSS; LESSEE ACKNOWLEDGEMENT AND WAIVER OF LIABILITY; INSURANCE; WAIVER OF SUBROGATION:

LESSEE ASSUMES ALL RISK OF LOSS FOR PROPERTY STORED BY LESSEE IN, ON, OR AT THE LEASED SPACE OR THE PREMISES. LESSEE ACKNOWLEDGES THAT OPERATOR SHALL IN NO EVENT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGE, INJURY (INCLUDING BODILY INJURY OR DEATH), OR EXPENSE ARISING FROM OR RELATED TO: (A) ANY PROPERTY STORED BY LESSEE IN, ON, OR AT THE LEASED SPACE OR THE PREMISES; OR (B) LESSEE'S USE OF THE LEASED SPACE OR THE PREMISES, AND LESSEE EXPRESSLY WAIVES ANY CLAIM AGAINST OPERATOR RELATED THERETO.

LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE LEASED SPACE IS NOT APPROPRIATE FOR THE STORAGE OF IRREPLACEABLE PROPERTY, SUCH AS OBJECTS THAT HAVE A SPECIAL OR EMOTIONAL VALUE TO LESSEE. LESSEE WAIVES ANY CLAIM FOR EMOTIONAL OR SENTIMENTAL ATTACHMENT TO THE STORED PROPERTY.

LESSEE REPRESENTS AND WARRANTS THAT LESSEE HAS OBTAINED FIRE (INCLUDING EXTENDED COVERAGE ENDORSEMENT), BURGLARY, VANDALISM, AND MALICIOUS MISCHIEF INSURANCE FOR THE FULL VALUE OF THE PROPERTY STORED BY LESSEE IN, ON, OR AT THE LEASED SPACE OR THE PREMISES, IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. LESSEE SHALL MAINTAIN SUCH INSURANCE THROUGHOUT THE TERM OF THIS AGREEMENT. ADDITIONALLY, IF THE PROPERTY STORED BY LESSEE UNDER THIS AGREEMENT IS AN AUTOMOBILE OR MOTORCYCLE, LESSEE SHALL OBTAIN AND MAINTAIN A FULL COVERAGE COMPREHENSIVE INSURANCE POLICY AND PROVIDE OPERATOR WITH A COPY OF CLEAN TITLE. LESSEE ACKNOWLEDGES THAT OPERATOR MAY REQUIRE LESSEE TO PROVIDE OPERATOR WITH PROOF THAT SUCH INSURANCE POLICIES ARE IN FULL FORCE AND EFFECT, AND LESSEE SHALL PROVIDE OPERATOR WITH PROOF OF SUCH INSURANCE WITHIN FIVE (5) DAYS OF OPERATOR'S WRITTEN REQUEST. LESSEE HEREBY WAIVES ALL RIGHTS OF SUBROGATION AGAINST OPERATOR WITH REPECT TO ANY POLICY OF INSURANCE PURCHASED BY LESSEE OR IN ANY WAY INSURING THE PROPERTY STORED IN, ON, OR AT THE LEASED SPACE OR THE PREMISES OR FOR THE LIABILITY OR INJURY OCCURING TO OR CAUSED BY LESSEE.

LESSEE'S HAS READ AND ACKNOWLEDGES SECTION #9 ABOVE INITIALS: _____

10. SIGNATURES:

LESSEE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS SET FORTH ABOVE, AS WELL AS THE ADDITIONAL TERMS AND CONDITIONS SET FORTH BELOW (WHICH ARE INCORPORATED IN THIS SELF STORAGE AGREEMENT BY REFERENCE), ACKNOWLEDGES RECEIPT OF A COPY OF THIS SIX (6) PAGE SELF STORAGE RENTAL AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SELF STORAGE RENTAL AGREEMENT

Lessee Signature: _____ Date: _____

Print Name: _____

Operator Signature: _____

Date: _____

Print Name: _____

- 1. RESTRICTIONS ON USE; ASSIGNMENT AND SUBLETTING.** Lessee shall use the Leased Space only for the lawful storage of personal property owned by Lessee. Only Lessee, Lessee's spouse, and Lessee's immediate family shall have access to the Leased Space. Lessee shall NOT sublet or assign this Agreement. Lessee shall not use the Leased Space for residential purposes and shall not keep or use in the Leased Space, or on the Premises, any food or living animals or their carcasses. Vehicles or other similar fuel-driven equipment may be stored under cover only if the fuel tanks are empty. Vehicles or boats/water recreational craft may be stored in the Leased Space only if the item is prepared in a manner to prevent damage to the Leased Space or annoyance or hazard to the Premises or other lessees of the Premises. Lessee shall not permit, in the Leased Space or on the Premises, any act, sale, or storage that may be prohibited under, or cause a rate increase therein, any policy of insurance held by Operator on the Premises. Lessee acknowledges that the Leased Space is not serviced by electricity, heat, lights, or other power. Lessee agrees not to commit waste, alter, or affix signs on the Leased Space. Lessee shall use the Leased Space for storage only and shall not use the Premises as a work area or for any other purpose. Operator is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Operator does not exercise care, custody, or control over Lessee's stored property. Lessee agrees to use the Leased Space only for the storage of property wholly owned by Lessee. Lessee waives any claim for emotional or sentimental attachment to stored property. Nothing herein shall constitute any agreement or admission by Operator that Lessee's stored property has any value, nor shall anything alter the release of Operator's liability set forth below.
- 2. HAZARDOUS OR TOXIC MATERIALS PROHIBITED.** Lessee is strictly prohibited from storing or using materials in the Leased Space or on the Premises that is classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials, including, propane tanks. Lessee's obligation of indemnity as set forth below includes any costs, expenses, fines, or penalties imposed against Operator, arising out of the storage or use of any hazardous or toxic material by Lessee, Lessee's agents, employees, invitees, or guests in, or, or at the Leased Space or the Premises. Lessee shall comply with all governmental regulations, statutes, and local ordinances affecting Leased Space or the Premises, now or in the future. If Operator, in good faith, has reason to believe that any hazardous, explosive, flammable, or other prohibited substance or object is stored in the Leased Space, Operator may enter the Leased Space and remove such substance or object without notice or liability to Lessee.
- 3. LESSEE DENIAL OF ACCESS.** When rent/charges remain unpaid for seven (7) consecutive days after their respective due dates, Operator may deny Lessee access to the Leased Space. Lessee's access to the Leased Space or the Premises 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 and requiring verification of Lessee's identity.
- 4. ABANDONMENT OF THE LEASED SPACE.** ABANDONMENT OF THE LEASED SPACE BY LESSEE PRIOR TO THE END OF THE THEN-CURRENT TERM SHALL NOT ENTITLE LESSEE TO A REFUND OF RENT OR SECURITY DEPOSIT. The absence of a lock shall entitle Operator to presume conclusively that the Leased Space has been abandoned by Lessee.
- 5. ACCESS TO LEASED SPACE BY OPERATOR.** Lessee grants to Operator, Operator's agents, or representatives, or employees, or representatives of any governmental authority, including police and fire officials, access to the Leased Space upon twenty-four (24) hours advance notice to Lessee. In the event of an emergency, Operator, Operator's agent, or employees, or representatives of any governmental authority, including police or fire officials, shall have the right to enter the Leased Space without notice to the Lessee and take such action as appropriate or necessary to protect the Premises, to comply with applicable law, or enforce the Operator's rights.
- 6. SECURITY DEPOSIT & RETURN.** Lessee shall, upon execution of this Agreement, deposit with Operator, as security for the performance of the provisions of this Agreement, the sum equal to One Hundred and 00/100 Dollars (\$100.00) (the "Security Deposit"). The Security Deposit need not be segregated by Operator and shall not bear interest. If Lessee terminates this Agreement without giving Operator thirty (30) days' written notice, or fails to perform any other provision of this Agreement, Operator may retain the Security Deposit as liquidated damages or may apply it against any loss, damage, or injury chargeable to the Lessee hereunder or otherwise. This deposit is not to be considered the last or any rent due under this Agreement. Lessee shall quietly deliver the Leased Space on or before the day of the termination of this Agreement for whatever reason, "broom clean" and in as good condition as the same was when received, reasonable wear and tear excepted, and pay all sums due under this Agreement, in which event the Security Deposit shall be refunded to Lessee at Lessee's last-known address within fifteen (15) days of termination, provided Operator is satisfied that (a) all sums due hereunder are current; (b) the Leased Space is "broom clean"; (c) the Leased Space is not damaged; and (d) thirty days' (30) written notice to vacate was received by Operator. The Security Deposit will not be applied to rent or charges due prior to termination.

7. **CONDITION OF LEASED SPACE AND PREMISES; NO WARRANTIES.** Lessee has inspected the physical condition of the Leased Space and accepts it in "as is" condition. Operator has made no representations or warranties, express or implied, of any nature whatsoever about the condition of the Leased Space or the Premises, and Operator shall not be liable for any latent or patent defects in the Leased Space or the Premises. No expressed or implied warranties are or have been given by Operator, Operator's agents, or Operator's employees as to the suitability of the Leased Premises for Lessee's intended use. Operator disclaims and Lessee waives any implied warranties of suitability or fitness for a particular use. In the event the Leased Space or the Premises is damaged or destroyed, Operator has the option of terminating this Agreement as of the date of destruction, or relocating Lessee to another Leased Space of equivalent floor space at an equivalent rental rate, in which case this Agreement shall remain in full force and effect.
8. **REPAIR, MAINTENANCE, AND ALTERATION OF LEASED SPACE.** Lessee agrees to keep and maintain the Leased Space in good and sanitary condition and repair during the Term at Lessee's expense. Lessee shall keep all common areas of the Premises clean and clear of debris and/or personal effects. If the Leased Space is not kept in good and sanitary condition and repair by Lessee as provided in this Agreement, Operator, or an authorized representative of Operator, may do so at Lessee's expense, which Lessee hereby authorizes and agrees to pay as additional rent upon written demand by Operator. Major maintenance and repair of the Leased Space not due to Lessee's misuse, waste, or neglect shall be the responsibility of Operator. Lessee shall not alter or install fixtures or nails on the Leased Space without the written consent of Operator. Operator has the right to dispose of any property left by Lessee after termination of this Agreement and may charge Lessee for cleaning and/or disposal (including a charge for Operator's labor) of any items or material left in the Leased Space after termination or any material left on the Premises (at any time) by Lessee. In order to protect Lessee's personal property,
9. **CONDEMNATION.** A condemnation of the entire Premises or a condemnation of the Leased Space occupied by Lessee shall terminate this Agreement as of the date of condemnation, and the rent shall be apportioned as of that date. Operator shall receive the total award as a result of any condemnation proceedings, and Lessee shall assign Lessee's interest in any such award to Operator. In no event shall Lessee receive any portion of, or make any claim against, any award made to Operator by the condemning authority in respect to the condemnation of the Premises or the Leased Space, and Lessee hereby waives any right to compensation or damages against Operator that may be occasioned by the taking of the Premises or the Leased Space or any part thereof under the power of eminent domain.
10. **RISK OF LOSS; ADDENDUM A.** AS FIRST SET FORTH ABOVE, LESSEE ENTERS INTO THIS AGREEMENT ASSUMING FULL RESPONSIBILITY FOR SECURING THE LEASED SPACE AND LESSEE'S PROPERTY AGAINST LOSS AND DAMAGE. All personal property stored within the Leased Space or the Premises by Lessee shall be at Lessee'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 Leased Space or at the Premises arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodent, mold, acts of God, the negligence of Operator, Operator's agents, or Operator's employees. Operator undertakes no responsibility to patrol or otherwise secure the Leased Space or the Premises against theft or vandalism. Operator will not carry insurance that covers any property stored in the Leased Space by Lessee. Lessee must complete Addendum A, and Operator must approve Addendum A, should Lessee have anything motorized stored in the Leased Space (Addendum A shall be incorporated in this Agreement by reference).
11. **PROPERTY INSURANCE.** As first set forth above, Lessee, at Lessee's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of property stored by Lessee in, on, or at the Leased Space or the Premises. Insurance on Lessee's property is a material condition of this Agreement and is for the benefit of both Lessee and Operator. Failure to carry the required insurance is a default under/breach of this Agreement. Lessee agrees that the insurance company providing such insurance shall not be subrogated to any claim of Lessee against Operator, Operator's agents, or Operator's employees for loss of or any damage to stored property. Nothing herein shall constitute any agreement or admission by Operator that Lessee's stored property has any value nor shall anything alter the release of Operator's liability set forth. Property insurance carried by Operator is for the sole benefit of the Operator. **INSURANCE OF ALL CONTENTS STORED BY LESSEE IN THE LEASED SPACE IS LESSEE'S SOLE RESPONSIBILITY.**
12. **SNOW REMOVAL.** LESSEE IS RESPONSIBLE FOR REMOVING SNOW FROM IN FRONT OF THE LEASED SPACE TO THE FIRST 24 INCHES EXTENDING FROM FRONT OF THE LEASED SPACE. The Operator makes no warranty or representation that snow will be removed within a specific period time after a snowfall. Snow removal may be delayed. Lessee shall wait until snow is removed until accessing the Leased Space. In the event Lessee accesses the Leased Space prior to the snow being removed, Lessee shall assume the risk of loss arising from the inherent risk of moving property in conditions where snow and ice are present.

- 13. LESSEE INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold harmless Operator for all loss, including, reasonable attorney's fees, arising from a breach of any of Lessee's duties or obligations set forth in this Agreement. Lessee agrees to indemnify, hold harmless, and defend Operator from all claims, demands, actions, or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Lessee's use of the Leased Space and common areas of the Premises, including claims for Operator's negligence. Lessee shall indemnify and hold harmless Operator on account of any damage or injury to any person, or to the goods or property of any person, arising from (a) the use of the Leased Space or the Premises by Lessee; (b) the failure of Lessee to keep the Leased Space in good condition as provided herein; or (c) any other act or omission of Lessee. Lessee agrees to pay as additional rent, all damage to the Leased Space or the Premises, as well as all damage or injuries suffered by lessees of other storage spaces in or on the Premises caused by use or neglect of the Leased Space or the Premises by Lessee.
- 14. PROPERTY LEFT IN THE STORAGE SPACE.** Operator may dispose of any property left in the Leased Space or on the Premises by Lessee after this Agreement has been terminated, in accordance with applicable law. Lessee shall be responsible for paying all costs incurred by Operator in disposing of such property.
- 15. DEFAULT IN PAYMENT OF RENT AND OTHER CHARGES / NOTICE OF LIEN.** In the event Lessee has failed to pay rent or other charges due under this Agreement for seven (7) days, Lessee will be considered to be in "default", and the Operator may deny Lessee access to the personal property by having the Leased Space over locked and/or having Lessee's personal property removed by Operator. Operator shall send a notice of default pursuant to Wis. Stat. §704.90(5) to Lessee and the Alternate Contact Person, if any, named by Lessee in this Agreement. If Lessee has not cured the default, Operator shall notify Lessee pursuant to Wis. Stat. §704.90(5)(b)2 indicating Operator's demand for payment and intent to sell Lessee's personal property under statutory authority (the "Lien Sale"). Operator may charge Lessee \$35 for each Lien Sale letter sent to Lessee pursuant to statutory Lien Sale notice requirements. Newspaper advertising shall not be required of Operator to mitigate damages. Attempts to mitigate damages need not be commenced until after Lessee actually vacates, whether or not Operator has prior notice of Lessee's intent to do so. Operator shall not be obligated to give any priority to the re-rental of the Leased Space as long as other spaces in the building or nearby self-storage buildings are vacant. OPERATOR MAY (BUT IS NOT REQUIRED TO) TERMINATE LEASE AFTER ANY EVENT OF DEFAULT. As previously mentioned in this Agreement, Operator has a lien on personal property stored in a leased space, and Operator may satisfy the lien by selling the personal property, if Lessee defaults or fails to pay rent for the storage of personal property abandoned after the termination of this Agreement.
- 16. NOTICES RESPECTING ALL OTHER MATTERS OTHER THAN REQUIRED UNDER WIS. STAT. §704.90(5)(b) - NOTICE BY EMAIL.** All notices required by this Agreement that Wisconsin Statutes do not expressly require notice to be given via regular mail may be made by e-mail. E-mail notices shall be presumed delivered when the Operator presses the send or deliver button as provided on its e-mail application to the e-mail address of Lessee most recently known to Operator. It shall be duty of Lessee to give notice to Operator of any change of Lessee's e-mail address. Notice of a change of an e-mail address must be sent to Operator at info@depereselfstorage.com with the subject "Change of Email Address". An automatic reply e-mail from a Lessee's email account shall not constitute notice of a change of e-mail address for purposes of this Agreement. Operator shall not be presumed to have known of a change of e-mail address unless Lessee complies with the terms of this paragraph. Operator may choose, at the request of Lessee, to deliver notices via regular mail. If Operator agrees to deliver notices via regular mail, the notice address shall be deemed to be to the last known address of Lessee as maintained in the Operator's records. Notice via regular mail shall be deemed delivered upon depositing the notice in a United States Postal Service mail collection location. An affidavit of mailing prepared by Operator shall be conclusive evidence that the notice was mailed according to the terms of this paragraph. Lessee agrees that Operator may give notice under this paragraph for any purpose requiring notice and shall apply to all matters contained in this Agreement with the only exception being that notice required by Wis. Stat. § 704.90(5). Actions permitted to be amended pursuant to this Agreement include, but are not limited to the following actions: (a) amending this Agreement; (b) changes to rent; (c) changes in the Leased Space and the cost of the Leased Space ; (d) changes in the number of spaces leased; and (e) changes in rules, regulations, and policies.
- 17. LOCK.** Lessee shall provide, at Lessee's expense, a lock that Lessee deems sufficient to secure the Leased Space. If the Leased Space is found unlocked, Operator may, but is not obligated to, take whatever measures Operator deems reasonable to re-secure the Leased Space with or without notice to Lessee. If Operator does re-secure the Leased Space, Operator may charge Lessee \$10 to re-secure the Leased Space and charge \$10 per month additional rent for each month that Lessee has not provided Lessee's own lock. Operator may charge \$50 to remove Lessee's lock if Lessee requests lock to be removed or if removal of Lessee's lock is necessary for Operator to enforce Operator's rights pursuant to Lessee's default under Agreement. If Operator removes lock or re-secures the Leased Space, Lessee expressly agrees that Operator's actions don't provide for or imply any change in Operator's responsibilities or liabilities in Agreement.

18. **SNOW REMOVAL.** LESSEE IS RESPONSIBLE FOR REMOVING SNOW FROM IN FRONT OF THE LEASED SPACE TO THE FIRST 24 INCHES EXTENDING FROM FRONT OF THE LEASED SPACE. The Operator makes no warranty or representation that snow will be removed within a specific period time after a snowfall. Snow removal may be delayed. Lessee shall wait until snow is removed until accessing the Leased Space. In the event Lessee accesses the Leased Space prior to the snow being removed, Lessee shall assume the risk of loss arising from the inherent risk of moving property in conditions where snow and ice are present.
19. **SALES TAX.** If, at any time, sales taxes are required to be collected on any rent payable by Lessee, Lessee agrees to, in addition to the monthly rent and other charges due under this Agreement, pay to Operator the sales tax as an additional item, and Operator shall remit the sales tax as required by Law.
20. **WAIVER OF JURY TRIAL.** Operator and Lessee 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 Lessee, or Lessee against Operator, or Operator's agents or employees, on any matter arising out of, or in any way connected with this Agreement, Lessee's use of the Leased Space or the Premises, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Lessee on behalf of any of Lessee's agents guests or invitees.
21. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between Operator and Lessee with regard to the subject matter of this Agreement. Lessee acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the Leased Space for the storage of Lessee's property, and that Lessee has made his, her, or its own determination of such matters solely from inspection of the Leased Space and the Premises. Lessee agrees that Lessee is not relying, and will not rely, upon any oral representation made by Operator or Operator's agents or employees purporting to modify or add to this Agreement.
22. **AMENDMENT; MODIFICATION.** Operator may give Lessee written notice of amendments or modification to this Agreement, including, but not limited to, rules and regulations adopted by Operator, via e-mail before the end of the then-current Term. The amended terms shall be effective on the first (1st) day of the second (2nd) month after notice was sent to Lessee. For example, if notice was sent on January 31 increasing the rent, the increased rent shall be effective March 1. In the event Lessee occupies the Leased Space after the end of the then-current Term, Lessee shall be deemed to have accepted the changes or amendments to this Agreement or any rules and regulation adopted by Operator (i.e., it will be implied by Lessee's continued occupancy of the Leased Space for as long as Lessee uses the Leased Space and until this Agreement is terminated). Any advance rent payments made by Lessee shall apply against the new amended terms, including increased rent.
23. **RULES AND REGULATIONS.** Operator shall have the right to establish or change the hours of operation for the Premises and to promulgate rules and regulations for the safety, care, and cleanliness of the Leased Space or the preservation of good order on the Premises. Lessee agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.
24. **BINDING EFFECT; GOVERNING LAW.** Except as provided herein, this Agreement shall be binding upon the parties and their heirs, administrators, successors, and assigns. This Agreement shall be governed by and construed under the laws of the State of Wisconsin, and further construed without regard to any rule or presumption causing this Agreement to be construed against the party drafting this Agreement.
25. **NO WAIVER.** No failure of Operator to enforce any provision of this Agreement or remedy available to Operator shall constitute a waiver of Operator's right to strictly enforce such provisions and remedies at any time.
26. **SEVERABILITY; ENFORCEMENT.** If any provision, or portion of a provision, in this Agreement is considered invalid under the rule of law, such provision or portion of provision shall be regarded as stricken, while the remainder of the Agreement shall continue to be in full force and effect.

**ADDENDUM A TO SELF STORAGE RENTAL AGREEMENT
De Pere Self Storage, LLC**

MOTORIZED VEHICLE, MOTORCYCLE or BOAT STORAGE

LESSEE Name: _____ **Space #** _____

It is understood and agreed that the references to "Property" and "Goods" in the Self Storage Rental Agreement (the "Agreement") shall include recreational vehicles, vehicles, boats and other watercraft, campers, trailers, motorcycles, ATV's as well as their content, or any other personal property stored in the Leased Space. All terms and conditions of the Agreement shall apply except as otherwise provided for in this Addendum A. Violation of the terms of this Addendum A may subject Lessee to termination of the Agreement. Failure to vacate after termination of the Agreement will subject Lessee to 150% the normal rental rate during any period after termination.

- 1 PROOF OF OWNERSHIP:** Lessee is required to provide to Operator, for the storage of any car, truck, boat, motorcycle, camper or motorized vehicle, a copy of the clean title and/or registration. Copies may be maintained in Operator's files. All motorized vehicles and boats must have a clear title and/or currently registered to Lessee.

- 2 OPERATOR'S LIEN:** Operator has a lien on Lessee's motorized vehicle or boat as provided by the WI Statutes Section 704.90, and shall enforce lien on motorized vehicles and boats in the event of default as provided by Department of Transportation or Department of Natural Resources regulations in effect at the time of sale.

- 3 INSURANCE OBLIGATION:** Lessee agrees to maintain, at Lessee's sole expense, a policy of comprehensive physical damage insurance coverage for the full value of Lessee's motorized vehicle or boat. Insurance on Lessee's motorized vehicle or boat is a material condition of this agreement and is for the benefit of both the Lessee and Operator. Lessee shall provide upon Operator request, a Certificate of Insurance within ten (10) days after request. Failure to carry the required insurance is a breach of this agreement and Lessee assumes all risk of loss to the motorized vehicle or boat that would be covered by such insurance. Lessee expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Lessee against Operator, Operator's agents or employees for loss of or damage to any motorized vehicle or boat.

- 4 WAIVER OF LIABILITY FOR DAMAGE TO MOTORIZED VEHICLE OR BOAT:** Lessee's motorized vehicle or boat is stored at Lessee's sole risk. Operator, Operator's agents, and Operator's employees shall not be liable to Lessee for loss of or damage to the Lessee's stored motorized vehicle or boat or the property within the motorized vehicle or boat arising from any cause whatsoever including, but not limited to, theft, mysterious disappearance, fire, water damage, rodents, acts of God, the active or passive acts or omissions or negligence of Operator, Operator's agents, or Operator's employees.

- 5 MAINTENANCE PROHIBITED:** Lessee shall not perform any maintenance, repairs or dismantling of the motorized vehicle or boat at any time on the premises. Extra gasoline, diesel, oil, or any other hazardous materials may not be stored in the motorized vehicle or boat while on the Premises.

Model: _____ **Make:** _____ **Year:** _____

Lessee's Signature: _____ **Date:** _____

Operator's Signature: _____ **Date:** _____