

Terms of Rental Agreement-Mini Storage

1. All Rental Agreements begin on the first day of the month the storage begins. All Rent is due on the first of the month. Occupant will not be entitled to any refund or any pro-rated portion of Rent for the month in which rental begins or terminates.
2. Late Payment Fee of \$10.00 will be added to amount if Rent is not received by the fifth day of the month. Owner may charge Occupant a return check fee of \$25.00.
3. Occupant agrees that the storage space shall be used solely for the storage of the personal property.
4. Occupant shall purchase and maintain a comprehensive insurance policy of fire, extended coverage endorsement burglary, vandalism and malicious mischief insurance for 100% of the actual cash value of Occupant's property in the storage space. Insurance on Occupant's property is a material condition of this Rental Agreement and is for the benefit of both Occupant and Owner. Failure of Occupant to carry the required insurance is a breach of this Rental Agreement and will result in Occupant being self-insured for Occupant's property in the storage space. Occupant expressly agrees that the insurance company providing any such insurance for Occupant shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property. Occupant further acknowledges and agrees that Owner does not carry insurance on Occupant's property in the storage space, for either for loss or damage.
5. Occupant assumes all risk of loss to stored property in the storage space, and Owner, and Owner's agents, shall not be liable for any damage to or loss of any of Occupant's property while Occupant's property is located in the storage space. Occupant releases Owner from any claim or demand, of any kind, whether such claim lies in contract, tort or equity, concerning any loss or damage to Occupant's property. Occupant releases Owner for any damage or loss concerning Occupant's property resulting from any cause whatsoever, including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents or insects, or acts of God.
6. Occupant agrees to indemnify and hold harmless and defend Owner from all damage, loss, expense, claims, demands, actions or causes of action (including attorneys' fee and all costs) as a result of any claims concerning damages or injuries to any person or property that are hereinafter brought arising out of this Rental Agreement or in connection with Occupant's use of the storage space, or arising out of or in connection with any claims for damages to any person or property based upon claims upon Owner's alleged negligence or breach of contract, or any other claim or action made under color of law, which claims shall include, but not be limited to, claims involving any access to the storage space by either the Occupant, or acquaintances of the Occupant, and any injuries related thereto, including injuries as a result of slipping or falling. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency or insurance company in connection with any materials or property stored on behalf of Occupant. The provisions of this Section 6 shall survive the expiration or termination of this Rental Agreement.
7. Owner shall have the right to establish or change the hours of operation for the storage space and to promulgate rules and regulations for the operation and good order of the storage facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time. Only the named Occupant shall have authority to access the storage space.
8. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the storage space and Occupant hereby acknowledges that Occupant has inspected the storage space and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the storage space or of any Occupant's property stored therein, and this Rental Agreement does not create any contractual duty for Owner to create or maintain such safety or security.
9. Owner may terminate this Rental Agreement by giving thirty (30) days' written notice to Occupant. Upon termination, Occupant shall remove all property from the storage space and leave the Storage space in the same condition as delivered to Occupant. If Owner is required to dispose of any property of Occupant after Occupant has removed the property from the storage space, Owner may charge a reasonable fee for disposal of that property. Occupant may terminate this Rental Agreement upon providing thirty (30) days' advanced written notice of Occupant's intent to terminate.
10. This Rental Agreement may, at the option of Owner, be terminated upon any default by Occupant under the terms set forth herein, or the abandonment of the storage space by Occupant. If Occupant fails to perform any of the terms and conditions of this Rental Agreement, or in the event Occupant files a voluntary petition in bankruptcy or suffers an involuntary petition in bankruptcy, Occupant shall be deemed in default in the performance of this Rental Agreement, and, without prejudice to any other remedies available to Owner, Owner may terminate this Rental Agreement. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies. Occupant agrees that upon any instance of default, Occupant shall not have access to the storage space until such time as the default has been cured and Owner acknowledges in writing that the default has been cured.
11. Owner may enforce the Owner's lien established by Illinois law in compliance with the Illinois "Self-Service Storage Facility Act," including the requisite notice requirements thereunder, after which a sale of Occupant's personal property may occur in accordance with the statutory requirements.
NOTICE OF LIEN. BY ENTERING INTO THIS RENTAL AGREEMENT, OCCUPANT ACKNOWLEDGES AND AGREES THAT PURSUANT TO THE ILLINOIS "SELF-SERVICE STORAGE FACILITY ACT," ALL OF OCCUPANT'S STORED PERSONAL PROPERTY IS SUBJECT TO LIEN IN FAVOR OF THE OWNER.
LIEN HOLDER INFORMATION. Please provide below the name and address of any lienholder with an interest in the property that you will be storing in the rented storage space. Occupant hereby agrees to immediately update this Lien Holder information at any time should a lien be placed on any of Occupant's stored property. (If none, write "none"): _____
12. Occupant agrees that Occupant shall be deemed to have abandoned the storage space upon (1) the leaving behind of any property in the storage space upon the termination of this Rental Agreement or (2) default of this Rental Agreement after required notice has been provided from Owner to Occupant. In the event of an abandonment, Owner may dispose of Occupant's property as Owner sees fit, and Owner shall not be held responsible for the removal, destruction, or dissimulation of any of Occupant's materials or information left abandoned in the Storage space, including, but not limited to, Occupant's personal information, artifacts, medical information or documents, and financial information left abandoned by Occupant. Upon termination of this Rental Agreement, Occupant shall remove all Occupant's personal property from the storage space.
13. All notices from Owner to Occupant required by this Rental Agreement shall be sent via (i) personal delivery; (ii) verified mail (which includes any method of mailing that is offered by the United States Postal Service or private delivery service that provides evidence of mailing) to the mailing address set forth herein; or (iii) electronic mail to the e-mail address set forth herein. Any notice from Owner to Occupant shall be presumed delivered when it is deposited with the United States Postal Service, and properly addressed with postage prepaid or sent by electronic mail and the owner receives a receipt of delivery to the occupant's last known address, except if the owner does not receive a receipt of delivery for the notice sent by electronic mail, the notice is presumed delivered when it is sent to the occupant by verified mail to the occupant's last known mailing address. All notices from Occupant to Owner required by this Rental Agreement Occupant shall be sent by first-class mail postage pre-paid to the Owner's postal address provided in this Rental Agreement. Changes to Occupant's notice address are not valid until acknowledged by Owner in writing.
14. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representative, successors and assigns of the parties hereto. Occupant shall not assign or sublease the storage space or any portion thereof without in each instance the prior written consent of Owner. Owner may assign or transfer this Rental Agreement without the consent of Occupant and, after such assignment or transfer, Owner shall be released from all obligations occurring after such assignment or transfer.
15. This Rental Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
16. Owner and Occupant waive their respective right to trial by jury for any claim or cause of action arising out of, or in any way connected with, this Rental Agreement, Occupant's use of the storage space or the storage facility.
17. If either party hereto fails to perform any of its obligations hereunder or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Rental Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees and disbursements. Without limiting the generality of the foregoing, if Owner utilizes the services of any attorney for the purpose of collecting any Rent due and unpaid by Occupant or in connection with any other breach of this Rental Agreement by Occupant, Occupant agrees to pay Owner actual attorney's fees as determined by Owner for such services, regardless of the fact that no legal action may be commenced or filed by Owner.
18. All terms of this Rental Agreement are subject to change upon thirty (30) days' prior written notice to Occupant.