

Date of Lease: [[DATE]]
Rent: [[RENT]]
Security Deposit: [[DEPOSIT]]
Non-Refundable Setup Fee: [[SETUP_FEE]]
Unit #: [[UNIT]]
Facility Address: [[FACILITY_PHYSICAL_ADDRESS]], [[FACILITY_PHYSICAL_CITY]]
[[FACILITY_PHYSICAL_STATE]] [[FACILITY_PHYSICAL_ZIP]]
Tenant Name: [[CUSTOMER_NAME]]
Tenant Address: [[CUSTOMER_ADDRESS]]
Tenant Phone: [[CUSTOMER_CELL_PHONE_NUMBER]]
Tenant Email: [[EMAIL_ADDRESS]]
Drivers Licence Number: [[DRIVERS_LICENSE_NUMBER]]
Approximate Size of Unit: [[UNIT_SIZE]]
Active Military: [[ACTIVE_MILITARY]]
Facility Owner AMERICAN WAY STORAGE, LLC: PANA, ILLINOIS. PO Box 33, Mattoon
IL 61938. 217-215-3080.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN STATED, Facility Owner (hereinafter "AWS") hereby leases to Tenant and Tenant hereby leases from AWS the above identified Unit at said Premises, to be used as a storage unit for personal or business property, for the above term. Monthly payments of the above stated Rent shall be payable in advance on the **1st of each month**, subject to the above Security Deposit and Non-Refundable Setup Fee, and with the tenancy subject to the following terms and conditions.

1. **Representation.** Tenant hereby represents, warrants and acknowledges that the information provided, including all contact information, is accurate and current. Tenant hereby authorizes AWS to release any information regarding Tenant and Tenant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.
2. **Payment.** All payments shall be applied first to the oldest charges due at the time of payment. Tenant agrees pay promptly for any repairs to the premises caused y Tenant's negligence, misuse, or abuse. AWS may refuse any form of payment. Partial payment of amount due will not stop late charges, lien sale or proceedings against Tenant.
3. **Late Payment and Charges.** For each month my Rent becomes ten (10) days past due, I will pay a late fee of \$20 or 20% of the rental fee for each month, whichever is greater. If my account becomes fourteen (14) days past due, I will be denied access to the Facility, if the Facility has a gate or access door. If my account becomes thirty (30) days past due, I will be locked out of my Unit until all charges are paid in full. During such time of delinquency, an overlock will be added to my Unit, and a notice provided to me by regular mail. I will pay the amount due on the notice which includes a \$30 lien notice fee. If my account becomes forty five (45) days past due, AWS will cut my lock and inventory Unit. I will pay a \$100 sale fee. If my personal property in my unit is advertised for sale, I will pay a \$50 advertising fee each instance such property is advertised for sale. Tenant shall reimburse AWS for any and all notice fees, including all

mailings and publication fees associated with advertising of Tenant's property in the event it becomes necessary to dispose of Tenant's property. If Tenant's account becomes sixty (60) days past due, AWS may sell or dispose of all property located in the Unit, as permitted by state law. If Tenant's check or credit card is dishonored for any reason, AWS will add the amount back to Tenant's account plus a \$30 collection fee. If Tenant cuts AWS's overlock, or tampers with it in any way, I will pay a \$50 fee to replace it. Tenant is responsible for cost of collection, collection contingency fees, costs of advertising, attorney fees, liens, disposal costs, repairs, and cleaning.

4. **No Bailment.** AWS is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. AWS exercises neither care, custody, nor control over Tenant's stored property. All property stored within my Unit or on the Premises by anyone shall be stored at the person's sole risk. No bailment of Personal Property by Tenant is intended or implied by this Agreement. The rental Unit shall be used and occupied only for the storing of personal property owned by Tenant.
5. **Insurance.** Tenant acknowledges that AWS does not provide any insurance to cover any loss of stored property that Tenant may have or claim by use of the Facility. Tenant, at Tenant's expense, shall maintain insurance for the full value of all stored property to protect against all perils, including but not limited to fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for 100% of the actual cash value of stored property. Tenant is solely responsible for all property in Tenant's Unit. Tenant's responsibility to procure insurance on Personal Property is a material condition of this Agreement and is for the benefit of both parties. 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. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of occupant against AWS, AWS's agents or employees for loss of or damage to stored property. Notwithstanding anything herein to the contrary, if for any reason Tenant does not procure insurance and otherwise is not covered by any insurance policy, then Tenant shall be deemed to be "self insured" for any loss incurred. OCCUPANT AGREES AND ACKNOWLEDGES THAT FAILURE OF OCCUPANT TO PROVIDE PROOF OF INSURANCE MAY RESULT IN OCCUPANT'S AUTOMATIC ENROLLMENT BY OWNER IN THE TENANT INSURANCE PROGRAM AND FINANCIAL RESPONSIBILITY FOR THE MINIMUM COVERAGE AVAILABLE (BUT THIS DOES NOT CREATE AN OBLIGATION ON AWS TO DO SO). OCCUPANT AGREES AND UNDERSTANDS THAT PARTICIPATION IN THE TENANT INSURANCE PROGRAM CAN BE CANCELLED AT ANY TIME UPON OCCUPANT'S PRESENTATION OF PROOF OF INSURANCE FOR ITS STORED PROPERTY.
6. **Release.** Tenant hereby releases AWS, AWS's employees, agents, successors, and assigns from any and all liability for personal property in the rental Unit or at the Facility damage for loss of personal property; Such damage or loss shall include, but not be limited to fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage, or the acts

or failure to act or negligence of Tenant, Tenant's employees, or agents. Tenant further releases AWS, AWS's employees, agents, successors, and assigns from any and all liability for any form of negligence (including unintentional release of financial information), personal injuries or death to persons including Tenant, Tenant's family, or invitees arising out of Tenant's use of the Space and Facility. Tenant shall indemnify, defend and hold AWS harmless from any and all liability arising out of Tenant's use of the Unit or presence at the Facility. Tenant is required to inform all family or invitees of this provision and a condition of their presence at the facility is an acknowledgement of consent. All individuals who fail to consent shall be considered trespasser and are not permitted on the property. I understand that this Paragraph 7 Release is a bargained for condition of this Agreement and my consent to enter into this Agreement, and that if AWS were not released from the liability as set forth, a much higher Rent would have to be agreed upon or AWS would not enter into this rental Agreement.

7. **Liability.** Notwithstanding the Release, **Tenant agrees to a maximum liability of AWS of \$5,000 for any claim or suit of any kind.** Again, Tenant shall indemnify, defend and hold AWS harmless from any and all claims or causes of action arising out of Tenant's use of the Unit or presence at the Facility, including any use or presence by family or invitees of Tenant. Tenant shall not cause or allow any damage to the Premises and shall be liable for the reasonable cost of cleaning and repair for any damage to return the Premises to its original condition.
8. **Locks.** Tenant agrees to use, and Tenant shall provide at its expense, a lock for the storage space of the type specified by AWS. Tenant agrees to keep the Storage Space locked when Tenant is not present at the Premises. If AWS does not specify a type of lock, Tenant shall provide, at Tenant's sole expense, a lock for the space which Tenant deems sufficient to secure the storage space. AWS may, but is not required to, lock Tenant's Storage Space if it is found to be unlocked. If AWS elects to add a lock to any unit found to be unlocked, AWS may use a combination lock and charge Tenant a fee of \$25.00 for such lock provided and tender ownership of the lock to Tenant along with a copy of the lock combination. Tenant may use only one (1) lock per storage space door and AWS may remove any additional locks placed on the storage space by Tenant. Locks placed by AWS on a storage space for any reason will only be removed during the Owner's normal office business hours. If a storage space has been overlocked due to non-payment, AWS will remove the overlock within 5 (five) business days. Tenant must lock and secure the storage unit within 5 days of completing the rental agreement unless other arrangements have been made with AWS. AWS may immediately terminate your storage unit rental agreement for not locking and securing the storage unit within the allotted time of 5 days. If in the event your rental agreement is terminated, you will not be entitled to receive any type of refund. If in the event a Tenant's padlock needs to be cut for any reason, Tenant shall not be permitted to cut the padlock themselves. Tenant must contact AWS to schedule and have the padlock cut. The padlock cutting fee must be paid prior to the padlock being cut.
9. **Condition, Use, Limitation of Use and Legal Compliance.** The storage unit or premises will not be used for any unlawful purpose. Tenant will not store any food, seed

or feed, explosive, highly flammable, fireworks, hazardous, toxic, noxious smelling items, dangerous, corrosive, poisonous, or illegal materials, or any other item in conflict with any law or regulation, without the express written consent of AWS. I will not use the Space for the operation of any commercial, industrial, manufacturing or distribution business. The Unit is not appropriate for storage of irreplaceable personal property or items of special sentimental value to Tenant. Tenant waives any claim for emotional or sentimental value that may be attached to personal property. Tenant shall keep the Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. No consumption of alcohol in the Space at the Facility. No personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Space, unless I am renting a climate controlled unit (which will be noted in writing above). The Space is to be used only for storage of Personal Property, not for exhibition, rehearsal space, for an audience, or any other activity that is not related to storage of Personal Property. The Unit shall never be used for repair work, overnight sleeping, or habitation. No smoking, cooking, heating, or open flame is allowed in any building. Except for existing lights, no use of electricity is allowed except by the written consent of AWS, **and AWS reserves the right to bill Tenant for any use of additional electricity.** Tenant may not use the Facility for disposal of any trash, and Tenant is responsible for all costs of removal and disposal of all items abandoned or left outside of Unit. Tenant accepts the condition of the premises "as is" and agrees to make no alterations without the written consent of AWS. AWS retains the right to inspect the premises at any time with reasonable notice. Tenant agrees that the stated measurement of unit size is approximate. AWS makes no guarantee of size or fitness for any particular use. Tenant understands that Tenant is responsible for monitoring and protecting his or her goods. Tenant is never allowed to cut the lock off a unit and if Tenant loses their key, Tenant agrees to pay AWS to remove the lock or open the unit.

10. **Temperature Control (if applicable).** THIS PARAGRAPH ONLY APPLIES TO TEMPERATURE CONTROL CONTRACTS. ALL SUCH CONTRACTS ARE INDICATED AS SUCH AT THE TOP AND INITIALED AS SUCH. Temperature control spaces are heated and cooled dependent on outside temperature. These spaces do not provide constant internal temperature or humidity control. AWS does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity. Tenant waives any claim for loss of or damage to stored property from AWS's failure to regulate the temperature and humidity in the storage space from any cause whatsoever, including but not limited to malicious mischief, weather, fire, acts of God, utility outages, system failures, mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of AWS. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling and/or heating systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. Tenant shall store their property within the Space solely at their own risk.
11. **Expiration and Renewal.** Lease expires on the last day of each monthly term. Tenant's failure to vacate the premises and remove their lock automatically renews the lease for

the next month. All covenants and conditions contained herein shall continue in full force so long as Tenant retains possession of the premises.

12. **Express Lien.** AWS is hereby given a lien upon all of Tenant's stored property. Should Tenant's account remain unpaid for 60 Days, AWS may enforce said lien in accordance with the Illinois Self-Service Storage Facility Act (770 ILS 95) which will include sale or other disposition of the personal property in order to satisfy said lien.
13. **Breach.** A breach of any of the foregoing covenants and conditions by Tenant, at the option of AWS, shall terminate this lease and all monies owed for rent and fees shall become immediately payable. No waiver or changes by Owner or its agents or employees of any breach or default by Tenant of any term of this Agreement shall constitute a waiver of any subsequent breach or default.
14. **Notice.** Tenant shall promptly notify AWS of any address, email, or phone number change within five (5) days of such change in writing to AWS's official address. AWS shall send notices to last known address of tenant. If Tenant has provided AWS with an electronic address, AWS may communicate with Tenant and provide Tenant with any written notices authorized or required under this Agreement or by applicable law via electronic mail. Tenant also authorizes AWS to send any past due, lien or other notices to any alternate contact Tenant gives to AWS. Tenant recognizes AWS and Tenant are entering into a business relationship as owner and Tenant. As such, Tenant hereby consents to AWS phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Tenant for marketing, collections and other business-related communications. Tenant hereby further authorizes AWS to release any information regarding Tenant and Tenant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies or courts.
15. **Assignment.** Tenant shall not assign or sublet all or any portion of the premises or Tenant's interest therein without the written consent of AWS. If approved, any reassignment requires a new lease agreement. AWS may assign its rights and obligations under this Agreement to any third party it so chooses.
16. **Changes.** Rental rate, charges, fees, facility hours, terms of use, rules, regulations and policies may be changed at any time by AWS by providing 10 days notice in writing to Tenant by mail, email, posted notice, posted sign on the premise, or by posting to AWS's website at Americanwaystorage.com. A new signed Lease is not required to be executed for any posted change to be in full force and effect. Similarly, AWS shall have the right to change the hours of operation for the facility and to issue new Rules and Regulations for proper conduct and good order on the Premises. Tenant agrees to comply with all such Rules and Regulations now in effect, or as may be amended from time to time.
17. **Termination.** This Agreement may be immediately terminated by either party with written notice. Tenant shall email AWS notice and call AWS within 5 days of any moveout. However, regardless, should AWS find Tenant's unit unlocked and empty of

contents, AWS will consider the Lease terminated and shall take possession of said unit and re-lease said premises. Should Tenant abandon or leave behind any property after termination, AWS shall dispose of said property at Tenant's expense. Tenant should return possession of the premises in broom-clean, empty, good condition, subject only to normal wear and tear, and ready to re-rent. When vacating unit, Tenant shall immediately satisfy any Balance Due and pay to repair any damages or cleaning cost. Any unpaid balance will remain the responsibility of Tenant and shall accumulate Late Charges and costs of collection until the balance is paid in full. No portion of a months rent will be refunded.

18. **Property Left on Premises.** AWS may dispose of any property left in the storage space or on the Premises by Tenant after this Agreement expires or is terminated. Tenant shall be responsible for all costs incurred by AWS in disposing of such property.
19. **Relocation.** AWS reserves the right to relocate Tenant, without expense to Tenant, to any other storage space on the Premises which is of a comparable size, and similarly reserves the right to relocate any portable unit to an alternative location.
20. **Storage of Motor Vehicles. Tenant** shall not park any vehicle at the Property (or permit any other party to park any vehicle at the Property) except in areas designated by Owner and then only during such periods necessary for the performance of and while Tenant is exercising its rights, duties and obligations hereunder. Motor Vehicles cannot be stored in any unit without AWS's written permission. In the event that any motor vehicle remains stored in any self-storage space after termination of the Agreement or upon Tenant's default for 60 days, and in addition to all other rights and remedies available to AWS, AWS is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense after termination of the Agreement or upon Tenant's default. AWS shall incur no liability to Tenant for causing the vehicle to be removed pursuant to this paragraph.
21. **Boats, Vehicles or Trailers.** THIS PARAGRAPH ONLY APPLIES TO UNITS WITH BOATS, VEHICLES OR TRAILERS. Prior to Boats, Vehicles or Trailers being stored in any unit, Tenant must fill out a copy of the Addendum for Boat, Vehicle or Trailer found on the website, and email to Info@AmericanWayStorage.com.
22. **Military Service.** If you or your Spouse is on active military duty status you must provide written notice to AWS. AWS will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If you are a Service Member, and you are transferred or deployed overseas on active duty for a period of 180 days or more, you may notify AWS of the transfer or deployment. The Tenant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Tenant is entitled to protections under governing law staying the enforcement of the AWS's lien.

23. **Law, Costs and Venue.** This Agreement shall be subject to and governed by the laws of the State of Illinois, and the parties agree that any action related to this Agreement, including but not limited to an action to enforce the provisions of this Agreement shall be brought in a court of competent jurisdiction in Coles County, Illinois. In the event AWS obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Tenant, Tenant agrees to pay to AWS the reasonable costs, expenses, and attorney's fees incurred in such actions. This Agreement shall be binding upon and inure to the benefit of AWS and Tenant and Tenant's respective heirs, executors, administrator, legal representatives, successors and assigns. To the extent permitted by law, AWS and Tenant each waives its right to trial by jury in any proceeding, at law or in equity, arising out of or in any way related to this Agreement, Tenant's use of the Space or any other claim, including, but not limited to, claims for bodily injury, loss or damage to Property or Personal Property or the enforceability of any law, statute or regulation.
24. **Customer Change of Plans.** There are no refunds for change of plans and all rentals are final.
25. **Snow Removal.** All entrances, driveways and alleyways located at the storage facility will be plowed on a "as needed" basis determined solely at AWS's discretion. AWS does not remove any snow and/or ice that is located in front of any individual storage units. During inclement weather, Owner reserves the right to deny any or all access to the Storage Facility without any advanced notice.
26. **Examination of Facilities.** Tenant understands and acknowledges that the advertised size of the Storage Unit is an estimate. Tenant agrees to waive any claims or legal action based on the approximated size of the storage unit because Tenant acknowledges that they have examined the storage unit provided by AWS and found it to be an acceptable facility for the storage of Tenant's property. Tenant acknowledges that the storage unit is in a broom clean condition and free from any apparent defects and/or damage. Tenant further acknowledges that AWS is unaware of the nature of the property to be stored and has not taken any special precautions to insure the safe storage of such property, nor made any provision with respect to storage of such property other than to provide a storage unit in its facility.
27. **Severability.** If any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of the invalid provision and shall remain in full force and effect.
28. **Charges and Additional Fees.**
Administrative Fee: \$20.00
Auction Advertising and Publishing Fee: \$50.00
Credit Card Charge Back Fee: \$30.00
Collection: All actual collection, collection contingency fees, actual costs of advertising

that exceed the stated fee, attorney fees, liens, disposal costs, repairs, and cleaning.

Damage and Repair Fee: To be determined

Early Vacate Termination Fee: \$50.00

Mailed Invoice/Statement Fee: \$2.00

Late Fee: \$20.00 or 20% (whichever is greater) per unit

Lien Sale - Notice of Lien Sale Fee: \$30.00

Lien Sale - Sale Preparation Fee: \$100.00

Lock Cutting Fee: \$25.00

Non-Vacate Notice Fee: \$10.00

NSF Check Fee: \$30.00

NSF Resubmission of Check Fee: \$15.00

Overlock Replacement fee: \$50.00

Past Due/Denial of Access Notice Fee: \$15.00

Unit Cleaning Fee: \$50.00 + up

Unit Transfer Fee (Customer to New Customer): \$10.00

29. **Limited Warranty and Miscellaneous Provisions:** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exist other than those herein set forth. The agents and employees of the AWS are not authorized or permitted to make any warranties about the Unit, the property or premises, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to Tenant by AWS or AWS's agents. There shall be no liability to AWS, AWS's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** AWS may employ certain security measures which may or may not include items such as an electric gate code and cameras, but Tenant acknowledges that these measures are for the protection of the Facility as a whole and not for Tenant's leased space. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Unit, space, premises, and facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected this Unit, space, premises, and facility, and that Tenant accepts such Space, premises, and facility AS IS and WITH ALL FAULTS. The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this Agreement. Titles and headings set forth in this Agreement are for convenience only and are not to be used in interpretation of this agreement. Tenant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature (including typed initials), which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Tenant understands and agrees that Tenant is consenting to be legally bound by the terms and conditions of this Agreement as if Tenant signed this

agreement in writing. Tenant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Tenant and Owner. Additionally, Tenant certifies that he/she is age 18 or above.

30. **Publication via Newspaper.** The parties hereto expressly agree all statutory notices, including advertisement of the sale or other disposition of property pursuant to the Self-Service Storage Facilities Act (770 ILCS 95/), may be given on AWS's online newspaper, and the parties explicitly acknowledge, agree and consent to such online newspaper at Americanwaystorage.com serving as an online newspaper of general circulation, which shall publish such notices and sales to the general public. The parties hereby wish to define publication pursuant to this Agreement, as permitted by the Notice by Publication Act (715 ILCS 5/5). Tenant hereby agrees to indemnify, defend and hold AWS harmless from any and all detrimental reliance on this agreement.

TENANT ACKNOWLEDGES THAT HE/SHE HAS FULLY READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THE LEASE AND AGREES TO BE BOUND BY THEM.

Executed on: [[DATE]]