



# Chasin' Cars Wash n Store

Regular Business Hours: Open 24 hours, 7 days a week  
Address: 700 Edna Street, Roscommon, MI 48653  
Phone: (989) 281-1333

Date:  
Unit #:  
Size:  
Monthly Rent:

## Self-Storage Rental Lease Agreement

This lease, entered (date above) by and between Chasin' Cars Wash n Store AS LESSOR AND LESSEE (BELOW):

LESSEE Information:	Additional Contact Person Information*:
*Name:	Name:
*Mailing Address:	Address:
*City/State/Zip:	City/State/Zip:
*Phone:	Phone:
*Driver's License/ID #:	Relationship w/ Lessee:
*Email Address:	Email Address:

*NOTICE: If you fail to make your required payments, you will have to vacate the unit, or your property may later be sold at 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. In order to preserve your right to be notified, it is important that you notify us of any change in your mailing address. Additional Contact Person Information is used should you not be found at your listed mailing address [M.S.A. 570.524]*

WITNESSETH: That said LESSOR, in consideration of the covenants of the LESSEE herein contained, hereby covenants with said LESSEE as follows that LESSOR does hereby lease, demise and to let said LESSEE that certain space designated as UNIT# (Above) in the building known as Chasin' Cars Wash n Store in the Village of Roscommon, County of Roscommon, State of Michigan, for the term of 30 days, subject to the restrictions herein contained and to the rules and regulations on the back hereof for the prevailing rental rate, as stated below:

- RENTAL LEASE AGREEMENTS SHALL BE FOR A MINIMUM OF ONE MONTH TO BE PAID IN ADVANCE, WHICH WILL NOT BE REFUNDED.
- Rental rate for the second month will be prorated so the rent will be due on the first of each month hereafter.
- In addition to all rental charges LESSEE will pay a Clean-Up Deposit equal to the amount of one month's rent. This amount will be refunded to LESSEE provided LESSEE has vacated compartment in a clean and empty condition, after having notified LESSOR 10 days prior to vacating compartment.

* Month's Paid _____, 20__ to _____, 20__	Monthly Rent	\$
* Pro-rated to the 1st day of the 2nd month _____, 20__ to _____, 20__		\$
* Pro-rated: _____ days @ _____ per day	Prorated Rent	\$
* Clean-Up Deposit (refunded without interest) if lease conditions have been met)		\$
	Subtotal	\$
* Credit Card Surcharge of 3.5%		\$
* Miscellaneous Fees		\$
* EXPECTED DEPARTURE DATE _____		\$
* Payment Type Cash / Check #	Grand Total Due	\$

- ◇ Your unit must be kept locked (we will overlock any units left unlocked) \$20 fee will be assessed.
- ◇ You must provide a minimum notice for vacating of 10 days. Lessee lock must be removed upon termination of occupancy. Failure to remove lock will result in additional monthly rent (since unit is unavailable).
- ◇ Rent is due the 1st day of each month. Please remit to: Chasin' Cars Wash n Store, 11325 Siderman Rd, Roscommon, MI 48653
- ◇ A \$20.00/unit late charge will be applied if rent is not received by the 5<sup>th</sup> of each month (paper statement will be mailed).
- ◇ A \$30/unit late charge will be applied if not received by the 20<sup>th</sup> of the month. In addition to the late fee, the unit will be over-locked and an additional \$20 penalty will be applied. **Lock will not be removed until all rental and late fees are paid in full.**
- ◇ Please include your unit number on your check/money order so payment is properly applied.
- ◇ Lessees must be 18 years of age or older at the time of entering into the lease.

# Self-Storage Rental Lease Agreement Conditions

**Use of Premises:** Lessee expressly agrees and covenants with Lessor that they will be responsible for and mend at their 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 of any part thereof to any person without first obtaining written consent of the lessor; to comply with all local laws, ordinances and regulations covering the premises or the use thereof and avoid doing 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 they will pay the rent as it becomes due; that they will keep said premises in good condition (usual wear and depreciation excepted); AND THAT THEY WILL NOT STORE CONTAMINATED MATERIAL EXPLOSIVES OR HIGHLY FLAMMABLE MATERIAL OR GOODS ON SAID PREMISES. LESSOR SHALL HAVE THE RIGHT TO INSPECT THE INTERIOR OF THE UNIT AT ANY REASONABLE, that they will observe all requirements and obligations 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. The Lessee agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Lessee. Lessee shall be obligated for the cost of said repairs or the cost of cleaning (which shall be billed at the rate of \$35 per hour) and the same shall be deducted from the security deposit. If the security deposit does not cover the cost of the cleaning/repairs the Lessee shall be billed for the balance. Lessor and Lessee specifically acknowledge and agree that this lease is a lease of a self-storage unit, and not of habitable premises.

Lessee reserves the right to inspect the interior of the unit at any time with reasonable notice given to the Leaser. Should the Leaser not comply with the request, the Lessee has the right to remove the lock at the Leaser's expense.

ANY USE OF ELECTRICAL OUTLET IN THE UNIT BY LESSEE IS STRICTLY PROHIBITED UNLESS USING A TRICKLE CHARGE IN THE "CLASSIC VEHICLE STORAGE UNIT". (\* for trickle charger purpose only)

**Limitation of Value:** Lessee agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 unless Lessor has given permission in writing for Lessee to store property exceeding \$5,000 in value and Lessee has provided proof of insurance to Lessor to cover the value of the stored property. Lessee agrees that the maximum liability of Lessor to Lessee for any claim or suit by Lessee, including but not limited to any suit, which alleges wrongful or improper foreclosure, or sale of the contents of a storage unit is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Lessor to Lessee for any damage to Lessee's property, regardless of cause.

**Lessee's Risk of Loss:** No bailment is created by this Agreement. Lessor is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in the Lessee, and all property stored within or on the space by Lessee or located at the facility by anyone shall be stored at Lessee's sole risk. Lessor and Lessor's agents and employees shall not be liable for any loss of or damage to any personal property while at the rented premises 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 Lessor, Lessor's agents or employees

**Lessee's Insurance Policy#:** \_\_\_\_\_ **Insuring Company:** \_\_\_\_\_

**DISCLAIMER: CHASIN' CARS WASH N STORE is not responsible for damage to contents in climate-controlled units due to loss of power/ or power outages.**

**Insurance:** Lessee agrees to protect, indemnify and keep and save harmless Lessor against and from any and all loss, cost, damage or expense, including attorney fees, arising out of any accident or other occurrence causing injury to any person or property whomsoever or whatsoever and due to the use or occupation of the Unit by Lessee or any person or persons holding or occupying under Lessee. Lessee shall maintain its own insurance with respect to the contents of the Unit and personal property located by Lessee in the Unit. Lessee waives all claims of recovery which Lessee may have against the Lessor and its agents, employees, invitees and licensees, for any loss, damage or other liability arising from or caused by any hazard which is to be covered by insurance required to be obtained under this agreement or otherwise obtained by the Lessee regardless of the cause or the damage, loss or liability and notwithstanding that, such loss, damage or other liability may result from the fault or negligence of the Lessor, its agents, employees, invitees or licensees.

**Default:** That, in addition to such remedies provided by law to secure and collect rent, and cumulative therewith, Lessor is hereby given a lien upon all of Lessee's property, now or at any time hereafter stored on said premises, and in case of default in payment of said rent by Lessee, LESSOR IS AUTHORIZED TO SEIZE AND TAKE POSSESSION OF SAID PROPERTY AND PLACE LESSOR'S LOCK ON THE DOOR(S) OF SAID LEASED PREMISES and after due notice to Lessee as provided herein, if the rent is not paid within the time. specified in such notice, sell said property at public sale within the scope of The State of Michigan's "Self-Service Storage Facility Act" [Act 148, 1985, p 802; eff March 31, 1986] for the payment of said rent, and from proceeds of such sale Lessor shall satisfy his lien, including the reasonable cost of such sale, the balance, if any, of such proceeds shall be paid to Lessee; that said notice shall be in writing and shall be delivered in person or by 1<sup>st</sup> class & certified letter addressed to the last known place of abode of Lessee, and shall contain a demand for the payment of said rent. Note that partial payments WILL NOT stop fees or official procedures. If LESSEE unit is over-locked and balance paid by check, it will be 10 business days before LESSOR will remove over-lock (this will allow time for LESSEE check to clear the bank).

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

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## Self-Storage Rental Lease Agreement Conditions (continued)

**Lease Continuation:** Should Lessee hold over and retain possession of said premises after the expiration of this lease, their occupancy of said premises shall be as a tenant from month to month at the then prevailing rate and that all the covenant and conditions contained herein shall continue in full force and effect so long as Lessee retains possession of said premises. LESSEE SHALL BE OBLIGATED TO NOTIFY LESSOR BY THE 20TH OF THE MONTH OR BE RESPONSIBLE FOR THE FOLLOWING MONTH'S RENT. PARTIAL MONTH VACATING IS NOT REFUNDED. (No pro-rated move-outs). LESSEE LOCK MUST BE REMOVED UPON MOVE-OUT, OR ADDITIONAL RENT MAY BE DUE. This Agreement shall automatically terminate if Lessee abandons space. Lessee shall have abandoned the space if Lessee has removed the contents of the space, and/or has removed Lessee's locking device from the space and IS NOT current in all obligations hereunder.

**Payment:** Due on the first day of each month. A \$20 late fee shall be applied each month for rents paid after the fifth day of the month. If payment is not received by the 20th of the month an additional 2nd late fee of \$30 will be applied to your account and the unit will be over-locked. Any check payments received and drawn upon non-sufficient funds, for whatever reason, shall be subject to a \$40 service that shall be added to the next month's rental payment and constitutes an additional obligation pursuant to the terms and provisions of this lease. Any payments made to stop the foreclosure and sale of Lessee's property must be paid by cash, certified funds or money order. Credit Cards are assessed a 3.5 % surcharge fee. Personal checks will not be accepted. Lessee agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the sale of Lessee's property. Partial payments do not wave or avoid the legal effect of prior notices given to Lessee. Only full payment on Lessee's account prior to the published auction date will stop the scheduled sale of the property.

**Termination for Default:** A breach of any of the covenants and conditions set forth in this agreement, as well as the rules relating to the operation of the storage premises that from time to time be posted, by Lessee shall constitute grounds for termination of the lease agreement. Any such violation notice may be delivered in writing or orally, and Lessee shall have ten days in which to vacate the premises and shall bring the rent current through the termination date.

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

**Access:** Lessee shall permit the Lessor or their agents to enter said premises at all reasonable times to inspect the same and to permit the Lessor or its agents to enter said premises at all reasonable times to make such repairs and alterations as the Lessor or its agents shall deem necessary.

**Waiver of Jury Trial:** Lessor and Lessee waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Lessor against Lessee, or Lessee against Lessor on any matter arising out of or in any way connected with this Rental Agreement, Lessee's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

**Rules and Regulations:** Lessee agrees to be bound by the Rules as posted by the Lessor from time to time. All Rules and Regulations shall be deemed part of this agreement and incorporated herein.

**Notice of Change of Address:** Lessee agrees to give prompt written notice to Lessor of any change in Lessee's address, any change in the liens and secured interest on Lessee's property in the Space and any removal or addition of property to or out of the Space. Lessee understands he must personally deliver such notice to Lessor or mail the notice by certified mail, return receipt requested, with postage prepaid to Lessor at the address shown on the Rental Agreement.

**Changes:** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon (30) days prior written notice to Lessee. If changed, the Lessee may terminate this Agreement on the effective date of the change by giving Lessor ten (10) days prior written notice of the change. If the Lessee does not give such notice, the change shall become effective and apply to their occupancy.

THIS contract is subject to all conditions herein contained and to the regulations of the first 3 pages of this agreement. It is fully understood and agreed that the relationship between the parties hereto is that of Landlord and Tenant, and the Tenant has access to their property only so long as the rent is paid.

**Michigan Self-Storage Facility Act:** *lessee acknowledges that they were offered a copy of the Michigan Self-Service Storage Facility Act [M.S.A 570.521- 570.527] at the time of execution of the lease agreement and has had an opportunity to review the terms and provisions of that Act.*

\*WITNESS our hands in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. UNIT# \_\_\_\_\_

\*Lessor: (Chasin' Cars Wash n Store) \_\_\_\_\_ \*Lessee: \_\_\_\_\_