

**DONGES BAY MINI STORAGE
LEASE AGREEMENT**

DATE: _____

OPERATOR: Donges Bay Mini Storage (262) 617-8149
6809 W. Donges Bay Road (262) 242-9406
Mequon, WI 53092 (262) 834-0222

LESSEE: Name: _____ PLEASE CONTACT
Address: _____ LEESOR WITH ANY
_____ INFORMATION
Telephone: _____ CHANGES
Driver's License # _____
e-mail address _____

1. Leased Premises Unit ____, Size ____x ____, (storage is not permitted in any area outside that unit). Unit(s) is to be locked at all times that lessee is not in the premises, with a padlock to be provided by lessee.

2. Terms of Lease: (Monthly/Yearly) Beginning on _____, 201_. Rentals begin from the 1st of the month with the first month to be pro-rated. If lessee begins rental after the 1st of the month, that month shall be prorated. And regular monthly rental will be due on the 1st of the following month. The final month will not be prorated. And, 30 days notice is required to vacate. Lessee responsible for rental till the end of the month they are vacating.

3. Rent is \$_____ per month payable on the first day of each month. A late payment charge of \$7.00 is assessed after the 5th day of the month. A security deposit of \$_____ (equal to one month's rent) is payable with the lease agreement. The deposit will be returned upon inspection and finding by the Operator that premises are clean and in pre-lease condition and no other charges are due Operator. Operator need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit less all expenses incurred by Operator for damage or cleaning the storage space shall be returned to the Lessee within 21 days after Lessee removes all stored property from the storage space.

4. (a) If Lessee fails to pay rent or other charges due under this lease agreement for seven (7) consecutive days after the due date, Lessee will be in default. **THE LESSOR HAS A LIEN ON THE PERSONAL PROPERTY STORED IN THE SPACE AND LESSOR MAY SATISFY THE LIEN BY SELLING THE PERSONAL PROPERTY IF LESSEE DEFAULTS.** (In accordance with section 704.90 of the Wisconsin Statutes)

Name of additional person to be contacted by Operator in case of default or emergency: IF NONE,
PLEASE STATE (In accordance with Section 704.90 sub. (5) (b) 1.)

Name: _____ Address: _____
Phone: _____

(b) If Lessee fails to pay on installment of rent or fails to conform to any of the covenants of this lease, Operator may terminate this lease with five (5) days written notice.

(c) All rights and remedies of Operator herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by equity or law. Specifically, Operator has all rights granted by Chapter 704.90 Wis. Stats.

(d) A lessee who defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement is subject to the procedures and remedies in subs. (4r) to (9) and (12).

5. Use of Premises

(a) The leased premises shall be used only for storage of personal property. Operator exercises neither care, custody nor control over Lessee's stored property. LESSEE AGREES NOT TO STORE PROPERTY WITH A TOTAL VALUE IN EXCESS OF \$5000.00 WITHOUT WRITTEN PERMISSION OF THE OPERATOR. IF SUCH PERMISSION IS NOT OBTAINED, THE VALUE OF LESSEE'S PROPERTY SHALL BE DEEMED NOT TO EXCEED \$5000.00.

(b) The leased premises shall not be used for any unlawful purpose, and Lessee agrees to obey, observe and promptly comply with all rules, regulations, orders, rulings, directives, ordinances and laws which shall be applicable to the leased premises. Specifically, there shall be no storage of:

- (i) FLAMMABLE OR COMBUSTIBLE LIQUIDS, AS DEFINED IN WIS. ADMIN. CODE, CH. IND 8
- (ii) MACHINERY, ENGINES OR SELF-PROPELLED VEHICLES (EXCEPT THOSE PURGED OF ALL FLAMMABLE MATERIALS.)
- (iii) GASOLINE OR OTHER VOLATILE FLAMMABLE LIQUIDS, EXPLOSIVES, GASES UNDER PRESSURE, MATERIALS WITH A FLASH POINT BELOW 200°F, NARCOTICS, DRUGS, ALCOHOL NOR ANY PROPERTY OR MATERIAL WHICH WOULD BE CONSIDERED A NUISANCE, HAZARDOUS WASTE, NOR ANY PROPERTY OR MATERIAL THE DISPOSAL OF WHICH IS CONTROLLED BY GOVERNMENT AGENCY.

(c) Lessee agrees to protect and save Operator harmless and indemnified against any loss, expense, liability and penalty due to unlawful use of leased premises.

6. All goods are to be stored at the sole risk of their owner and Lessee, who hereby assume risk of loss from any and all causes.

(a) 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 stored property. 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 breach of this agreement and Lessee assumes all risk of loss to stored property 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 stored property. Lessee agrees to protect and save Operator harmless and indemnified against any loss, expense, liability and penalty due to unlawful use of leased premises.

(b) Lessee understands leased premises are not heated, and assumes the risk of storing any property in the leased premises which may be damaged by frost or freezing.

(c) Lessee understands that leased premises contain no provision for eliminating dampness which may be caused by natural environmental conditions, and assumes the responsibility of storing property accordingly.

7. If Lessee fails to remove stored property after termination of this lease, same shall be deemed abandoned, and become the property of Operator.

8. Lessee shall not fasten any article, drill hoes drive nails or screws into the walls, doors, floors or partitions, nor mark, paint or paper walls, doors, floors or partitions.

9. Lessee shall not make any alterations, additions or improvements to the leased premises without written consent of the Operator.

10. Operator reserves the right to make any and all alterations or improvements to the building of which leased premises are a part. In the event any construction is to be performed adjacent to or within the leased premises,

Operator reserves the right to substitute another unit(s) for the leased premises described above, and all provisions of this lease shall apply to such substituted premises.

11. Lessee shall not assign this lease or sublet any portion on the leased premises without prior written consent of Operator.

12. This lease shall be subordinated to any mortgage covering leased premises.

13. The sole remedy of Lessor for any reason arising out of this lease agreement shall be termination of this lease upon not less than THIRTY (30) days notice in writing to Operator. Rent shall not abate until expiration of the period of notice.

14. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions.

15. Lessee shall pay all reasonable costs, attorney fees and expenses that may be incurred by Operator in enforcing the provisions of this lease.

16. If there is an emergency where property, the environment or a human life is, in the opinion of the Owner/Manager, threatened, the Owner may enter the Space using all necessary force without the written consent of the Lessee , but the Operator shall notify the Lessee as soon as practicable. The Lessee consents to such entry.

17. Tenants who store motor vehicles must provide lessor with a copy of the title for those vehicles showing the matching VIN number. This is the lessee responsibility to get this copy to DBMS showing matching VIN #.

I have read the above Lease Agreement and agree to all of the above provisions

Date: _____

Operator: _____

Lessee: _____

Donges Bay Mini-Storage
6809 W. Donges Bay Road
Mequon, WI 53092
Barbara Fischer

RECEIPT

DEPOSIT _____

MONTHLY PRORATION (IF ANY) _____

1ST FULL MONTH _____

TOTAL COLLECTED _____