

# LAKELAND STORAGE - RENTAL AGREEMENT

260-273-2746

info@lakelandustore.com

## Mail Payments To:

Lakeland Storage  
c/o National Oil & Gas, Inc  
P.O. Box 476  
Bluffton, IN 46714

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## Storage Unit Location:

1735 N 200 W  
Angola, IN 46703

DATE: \_\_\_\_\_

OCCUPANT NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SECONDDAY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

## Unit Size (Circle One):

10x10 \$55 Month

12x30 \$145 Month

15x10 \$65 Month

12x35 \$170 Month

10x20 \$80 Month

15x35 \$205 Month

12x15 \$75 Month

15x50 \$350 Month (includes opener) \*see 11c

Unit # \_\_\_\_\_

Gate Code \_\_\_\_\_

\_\_\_\_\_ First Month Rent Paid

\_\_\_\_\_ ACH Form Complete

\_\_\_\_\_ Signed Contract

This Agreement is for renting the space described above to the Occupant for the purpose of storing and removing personal property, and expressly incorporates all Terms and Conditions contained below and on the following pages. By signing this Rental Agreement, the undersigned acknowledges having read the Terms and Conditions herein contained and agrees to be contractually bound thereby.

- Monthly Rent:** Monthly rent as identified above is due in advance, on or before the **1<sup>st</sup> day of each calendar month** at the address of the Owner as set forth above. Owner and tenant will set up automatic billing/ EFT. The period of occupancy created by this rental agreement begins on the date of this agreement and continues **month to month for a minimum of a 3- month period**. Rent is not prorated for early move-outs. No partial-month refunds shall be issued. Rent is never charged day to day. After the 3-month period, if tenant has not given a written 30-day notice to vacate the premises, then the contract will automatically renew for another 3-month basis.
- Late Fees & Service Charges:** Monthly rent which is not paid by the **10<sup>th</sup> day of the month** is subject to a late fee of fifteen dollars (\$15.00). In the event any check or ACH debit tendered for payment to Owner is returned after deposit, a returned check fee of thirty dollars (\$30.00) will be charged. In the event of a returned check, Owners reserves the right to require any arrangements to be paid, and all future monthly payments to be made, in check or by certified funds. Occupant agrees to be responsible for all legal and court fees/costs incurred by Owner for the enforcement of this agreement and for the collection of any and all sums due. All other fees and service charges are established at the discretion of the Owner.

3. **Use of Premises:** Occupant's use of the space rented is for purposes of property storage only. Occupant may not store on the premises any items which would be injurious to the premises or which would be in any way dangerous to persons or property in or around the premises. No items may be stored upon the premises which would violate Owner's insurance coverage or cause Owner's property insurance rates to increase. No explosives or highly flammable materials may be stored on the premises, and the storage of any materials which are defined as toxic or hazardous under any federal, state, or local law or ordinance is expressly prohibited. Occupant may not do any acid washing of boats, pontoons or other watercraft within storage unit or on premises of property. All property must be stored within the unit. Occupant shall not make any alterations to the unit without the consent of Owner. Occupant must take care to avoid causing stains, dents, spills, breaks, chips, etc. inside and outside the unit. Occupant must use an Owner-approved lock and may not place more than one lock on any door without Owner's permission (unapproved locks will be removed without notice). Occupant's unit must remain locked except when loading, unloading, and transferring property. Occupant may not leave the premises with unit left unlocked. Occupant may not assign or sublet the unit. Occupant may not use the unit for housing, apartment- like shelter or housing of animals. Occupant herewith expressly agrees to indemnify and hold Owner harmless from and against any claims or damages arising from Occupant's violation of the provisions herein.
4. **Insurance:** Owner does not provide insurance coverage for any loss, from any cause, to any property owned by the occupant and stored on the premises. If insurance coverage is desired by Occupant over Occupant's personal property stored on the premises, Occupant must independently obtain such coverage at Occupant's expense from Occupant's own insurance.
5. **Occupant Responsibility:** Owner offers no promise of property protection or restitution. No bailment or responsibility for Occupant's property is assumed by Owner. Owner shall have no liability for any loss or damage of any kind to any property caused by heat, cold, theft, vandalism, winds, storms, dust, rain, leaks, water, moisture, fire, explosions, rodents, insect, foreign invasions, organic or inorganic substances, or any party, event or cause whatsoever, whether natural or supernatural, real or imaginary. Occupant bears complete responsibility for his/her property, whether said property is stored indoors, outdoors, covered, uncovered, open air, carport-style, or by some other method. Occupant is further responsible for making all necessary and regular inspections of stored property, as Owner has no access to stored property and not all property stores well.
6. **Lien:** Owner calls Occupants' attention to I.C. 26-3-8-11 pertaining to lien of Owner upon property. Owners reserves the right to sell and/or remove/dispose all property to satisfy all unpaid rents, fees, expenses, and charges, in accordance with Indiana Code.
7. **Owner Rights:** Owner reserves the right to enter and re-enter any storage unit at all reasonable times for general facility oversight, necessary maintenance, at the permission of tenant. Owner reserves the right to restrict unit entry via overlock for failure to pay rent and reserves the right to enter property to enforce liens at the Owner's discretion. Overlocks are removed upon full payment of balance at Owner's discretion and convenience. Owner reserve the right to modify this agreement, including a change in monthly rent, by giving the Occupant a written notice of at least thirty (30) days prior to effect.
8. **Termination:** Owner reserves the right to terminate this agreement for any reason. This agreement may also be cancelled by the Occupant and may include a fee if cancelled before the 3-month lease agreement is reached. The fee to be based on how many months are left on the contract and the monthly fee for the specified unit. Any discount will be at Owner's discretion.
9. **Vacating:** An Occupant must complete the following steps in order to vacate and be freed from this agreement: (1) Remove all locks. (2) remove all property/possessions/items/materials, including unwanted property, disowned property, property in disrepair and/or junk condition, boxes, packaging materials, debris, trash, dirt, soil, sand, etc. (3) Leave the unit in broom-clean condition. Failure to comply with any of the above 3 conditions will result in the continued application of rent charges, fees, and other sums for a 3-month period. A property removal fee may be charged.
10. **Abandonment:** A past-due unit left unlocked for a period of 10 days is considered abandoned and the contents therein may be sold or disposed of by the Owner without notice or liability to the Occupant or Owner.
11. **Miscellaneous:**
  - a. In the case of inclement and/or dangerous weather, Occupant must use extreme caution while on the premises.
    - a. Owner does not guarantee protection against ice, snow, hail, water, sun, wind, etc.
  - b. If any provision of this agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of this agreement.
  - c. \*If provided garage door opener (15x50 units only) is damaged, lost or broken by Occupant, a **\$75 replacement fee** will be charged. Once payment is made by Occupant for \$75 replacement fee, a new opener will be provided to Occupant.

Landlord Signature: \_\_\_\_\_ Occupant Signature: \_\_\_\_\_