

## WESTSIDE SELF STORAGE RULES

These rules are part of the contract between E2 Properties and \_\_\_\_\_.

1. **CONTRACT:** Please read and understand your contract. If you have any questions, please ask. The terms of our contract and any updates mailed to you at your last known address is how we conduct business.
2. **PAYMENT:** All rent payments are due on the first day of each month. We accept cash or check payments. All checks **MUST** be made **payable to E2 Properties, LLC** to be considered a valid payment.
3. **LATE PAYMENTS:** All rent payments not received in our office on or before noon of the 5th day of the month will result in a \$10.00 late fee. If we do not receive your rent AND late fee by noon on the 15<sup>th</sup> of the month, your unit will be overlocked and you will be charged a \$15.00 overlock lien charge.
4. **MONTH-TO-MONTH:** Your lease is a month-to-month contract. Therefore, we can change the monthly rates with a 30-day written notice. We only pro-rate the rent when you move in. We do not pro-rate the rent if you move out in the middle of a month.
5. **TERMINATION:** **A written and delivered 30-day notice** is required to end our lease agreement. The security deposit is not your last month's rent. When you decide to move out, please send your WRITTEN notice with your last month's rent.
6. **SECURITY DEPOSIT:** Your security deposit will be mailed to you within the following month provided your unit is acceptable (swept clean and debris removed), your locks have been removed, and you do not owe us any rent late fees or other fees. If you have moved, please make sure we have your current address.
7. **TRASH:** We do not provide for trash removal.
8. **ADDRESS:** You must notify us in writing of any changes of address or, by law, we will continue to send all notices to the address on your contract.
9. **USE AND COMPLIANCE WITH THE LAW:** The unit(s) is to be used solely for the purpose of storing any personal property belonging to you. You are not to store any goods in the space which would cause danger of nuisance to the unit, premises or facility.

Updated: April 6, 2009

E2 Properties, LLC d/b/a **Westside Self Storage**  
W237 S4554 Big Bend Road  
Waukesha, WI 53189

# Lease Agreement

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**APPLICANT INFORMATION:**

Name, As Unit Should Be Listed \_\_\_\_\_

Applicant Name, If different \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Cell( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Applicant's Driver's License \_\_\_\_\_ State \_\_\_\_\_ **OR** SS# \_\_\_\_\_

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**NOTICE OF CHANGE OF ADDRESS:**

The Applicant (Lessee) agrees to give prompt written notice to Lessor (E2 Properties, LLC d/b/a Westside Self Storage) of any change of address or information supplied on the application. The Lessee understands he/she must personally deliver such notice to the Lessor or mail the notice, with postage prepaid to the Lessor at the address shown on the Rental Agreement. Failure on the part of the Lessee to accurately maintain the above information with the Lessor is grounds for immediate TERMINATION of this lease.

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**EMPLOYER INFORMATION:**

Employer \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_

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**EMERGENCY CONTACT:**

In the case that an emergency presents itself and we must communicate with you. If you are out of town or just unavailable we need someone to help us find you. Please give us an alternative contact person.

Emergency Contact Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone ( ) \_\_\_\_\_

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**MARKETING QUESTIONS:**

Please fill out the following marketing profile questions. This information is for E2 Properties' use ONLY and will not be shared outside of our Company. Providing this information is completely voluntary. **Thank you!**

1. How did you hear about us (check all that apply)? \_\_\_ Yellow Pages; \_\_\_ Drive By; \_\_\_ Newspaper; \_\_\_ Previous Customer; \_\_\_ Referral; \_\_\_ Other: \_\_\_\_\_
2. Distance Traveled? \_\_\_ <3 miles; \_\_\_ 3-5; \_\_\_ 5-10; \_\_\_ >10 miles; \_\_\_ Out of State
3. Type of Customer? \_\_\_ Residential; \_\_\_ Commercial
4. Why West Side Storage? \_\_\_ Price; \_\_\_ Location; \_\_\_ Cleanliness; \_\_\_ Advertising \_\_\_ Availability

LESSEE \_\_\_\_\_

THIS LEASE, made on the day of \_\_\_\_/\_\_\_\_/\_\_\_\_, between the above Lessee (herein Tenant) and the Lessor, E2 Properties, LLC dba Westside Self Storage at 132 Market Square Drive, Wautoma, WI 54982, County of Waushara and the State of Wisconsin; WITNESS that the Lessor does lease to the said Tenant the following unit: Unit Number \_\_\_\_\_.

1. The unit named herein is to be used by the Tenant solely for the purpose of storing any personal property belonging to the Tenant generally described as \_\_\_\_\_  
\_\_\_\_\_. By signing below, the Tenant acknowledges the reading and full understanding of the CONDITION & USE section on page 3.
  2. This lease begins on the day of \_\_\_\_/\_\_\_\_/\_\_\_\_ and is month to month. The month to month term runs from the 1<sup>st</sup> day of each month to the last day of each month. This lease may be cancelled with written notice delivered thirty (30) days prior to the end of the current rental month. The Lessor may also cancel this lease with a thirty (30) day written notice for violating the terms of this lease. After the term of this lease has expired, the lease will proceed month to month until there is a new lease initiated. By signing below, the Tenant acknowledges he/she has read and understands the CANCELLATION PROVISION on page 3 of this lease.
  3. Unless otherwise stated in Other Terms, Rent, in the amount of \$\_\_\_\_\_ is due on the first of the month. Other Terms: \_\_\_\_\_
  4. Tenants whose rent is unpaid by the fifth of the month will be assessed a \$10 LATE PAYMENT billing fee and sent a reminder. If rent remains overdue at the fifteenth day of the month, an additional \$15 OVERLOCK fee is due. Rents remaining unpaid at 30 days triggers a \$25 FORECLOSURE fee to start the process as defined in the State Statutes. A dishonored check will subject the Tenant to the above late charges PLUS an additional charge of \$30. By signing below, the Tenant acknowledges the reading and full understanding of the FORECLOSURE Section on pages 3 and 4 of this lease.
  5. The Tenant acknowledges that by signing this lease allows the Lessor to place a Lien on the stored goods. The Tenant acknowledges having read the WISCONSIN STATE LIEN PROVISION on page 3 of this lease. The Tenant attests that all of the personal property in its space is free and clear of all liens and secured interests except as indicated below. The Tenant agrees to give prompt written notice to the Lessor of any changes in the lien status of the stored items.
- | Property | Lien Holder | Address/Phone # of Creditor | Amount of Lien |
|----------|-------------|-----------------------------|----------------|
| _____    | _____       | _____                       | \$ _____       |
6. A security deposit of \$\_\_\_\_\_ is due at the signing of this lease. Upon vacating, deductions may be made from the security deposit to cover undue damages, cleaning, rubbish disposal, overdue rents and fees. The security deposit will be returned within fourteen (14) days. Upon occupying the unit if there are pre-existing conditions for which you would not want to be held responsible, please contact the lessor and notations will be made here: \_\_\_\_\_.
  7. SECURITY AND LOCKS This is a NON-SECURE self storage facility only. The Tenant is responsible for securing their stored goods and must place their LOCK on their storage unit and keep it locked at all times. By signing below, the Tenant also has read and understands the SECURITY section on page 4 of this lease.
  8. We (the Lessor) **DO NOT INSURE** your (the Tenant's) stored goods under any circumstances. There are four related subjects dealt with in detail on page 4 of this lease: RISK, INSURANCE, HOLD HARMLESS AND LIABILITY. Also on page 5 of this lease is a collection of conditions under the heading GENERAL PROVISIONS. By signing below, the Tenant has read and understands these topics.

Rent	\$ _____
Security Deposit	\$ _____
Total Received	\$ _____
<input type="checkbox"/> Check # _____ <input type="checkbox"/> Cash	

Lessor or Lessor's Agent: X \_\_\_\_\_

**Tenant Signature:** X \_\_\_\_\_

*By signing here, the tenant is agreeing to all terms of the lease and indicating that all information provided is accurate.*

## CONDITIONS OF USE

**USE AND COMPLIANCE WITH THE LAW:** The unit named herein is to be used by the Tenant solely for the purpose of storing any personal property belonging to the Tenant. The Tenant agrees not to store any EXPLOSIVES, or any FLAMMABLE, ODOROUS, NOXIOUS, CORROSIVE, HAZARDOUS or POLLUTANT MATERIALS or any other goods in the space which would cause danger of nuisance to the unit, premises or facility. The Tenant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code. The Tenant agrees not to commit waste, nor to create a nuisance nor alter or affix signs on the space, and will keep the space (unit) in good condition during the term of the Agreement. The Tenant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Tenant. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever. The Tenant agrees that the storage unit provided is not considered climate controlled. Violation of these prohibitions shall be grounds for immediate TERMINATION of the agreement.

**CONDITION AND ALTERATION OF PREMISES:** Tenant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition and agrees to pay Lessor promptly for any repairs to the space resulting from negligence or misuse by the Tenant, Tenant's invitees, licensees and guests. Tenant shall make no alterations or improvement to the space without prior written consent of Lessor. Should Tenant damage or depreciate the space, or make alterations or improvements without the prior consent of the Lessor, then all costs necessary to restore the space to its prior condition shall be borne by Tenant. Tenant shall notify Lessor immediately of any damage or defect to the storage unit.

**SNOW AND TRASH REMOVAL:** The Tenant will provide for his/her own snow removal, for all snow within two feet of the storage unit door. The tenant shall be responsible for any water, ice or snow damage as a result of his/her failure to remove the snow. The Tenant agrees the storage location is closed until all of the snow or ice has been removed. The Lessor will start to plow the drive aisle or common areas by noon on the day after it stops snowing. The Tenant agrees this is a self-storage facility only. The Lessor does not provide for any trash removal. All trash removal is at the sole expense of the Tenant. The Tenant agrees that the storage unit provided is not considered climate controlled.

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## CANCELLATION PROVISIONS

**TERMINATION:** As stated on page 2 of this lease, a thirty (30) day written notice is required of the Tenant to terminate this lease and to vacate the rented unit referred to herein. Upon termination, if the Tenant fails to remove its lock or fully remove its property from the storage unit, the Lessor at its option may without further notice or demand, enter the Tenant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion.

**ABANDONMENT:** This Agreement shall automatically terminate if Tenant abandons the unit. Abandonment is when the Tenant's lock is removed from the unit and Tenant IS NOT CURRENT in all obligations hereunder.

**VACATING REQUIREMENTS:**

1. All RUBBISH must be removed from the unit and taken with the Tenant to avoid environmental dumping fees.
2. The unit must be left BROOM CLEAN; we charge \$1 per linear foot for sweeping and more for stain removal.
3. The Tenant should close the door when the unit is emptied and call the office promptly so that the unit may be checked and relocked. DO NOT leave your lock on the unit; you are responsible for rents while unit is locked.

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## FORECLOSURE PROVISION

**WISCONSIN STATE LIEN PROVISION:** PURSUANT TO THE PROVISIONS OF THE WISCONSIN SELF SERVICE STORAGE FACILITIES ACT, WISC. STAT. CHAP 704, SEC. 704.90 ET SEQ. ("THE ACT"), THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED, OR TO BE STORED, WITHIN THE SPACE LEASED TO TENANT UNDER THIS LEASE. IF TENANT IS IN DEFAULT UNDER THE TERMS OF THIS LEASE, THE PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD BY THE OPERATOR AS PROVIDED IN THE ACT IN ORDER TO SATISFY THE LIEN. THE TENANT SHALL BE IN DEFAULT UNDER THIS LEASE AGREEMENT FOR BREACHING ANY TERMS OR CONDITIONS OF THIS LEASE INCLUDING THE FAILURE TO PAY RENT WHEN DUE. IF THE TENANT SHALL BE IN DEFAULT UNDER THIS LEASE THE OPERATOR WILL MAIL WRITTEN NOTICE OF SUCH DEFAULT TO THE TENANT AND DENY THE TENANT ACCESS TO THE LEASED SPACE.

THE PROCEEDS OF ANY SALE CONDUCTED PURSUANT TO THE ACT SHALL BE USED TO PAY RENT AND OTHER CHARGES RELATED TO THE PERSONAL PROPERTY, INCLUDING EXPENSES NECESSARY TO THE PRESERVATION, REMOVAL, STORAGE, PREPARATION FOR SALE AND SALE OF THE PERSONAL PROPERTY AND OTHER LIENHOLDERS, IF ANY.

**TENANT'S LIABILITY:** In the event of a foreclosure, it is understood and agreed that the liability of Tenant for the rents, charges, costs and expenses provided for in the rental agreement shall not be relinquished, diminished or extinguished

prior to payment in full. It is further agreed that Tenant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Tenant's property as provided for above. Lessor may use a collection agency thereafter to secure any remaining balance owed by the Tenant after the application of sale proceeds if any. If any property remains unsold after foreclosure and sale, Lessor may dispose of said property in any manner considered appropriate by Lessor. Tenant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space. If the Tenant's property is processed for sale at public auction, Tenant shall be responsible for a minimum public auction processing fee of \$50.

**PARTIAL PAYMENTS** made to cure default for non-payment of rent will not delay or stop a foreclosure and sale of Tenant's property. Partial payments do not waive or avoid the legal effect of prior notices given the Tenant. Only full payment on Tenant's account prior to the published auction date will stop the scheduled sale of property.

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### SECURITY PROVISIONS

**TENANT'S LOCK:** The Tenant agrees that Lessor is not responsible to provide any security. The space (unit) shall be immediately locked by Tenant upon execution of the agreement. Only one lock shall be permitted. Tenant shall not provide Lessor or Lessor's agents with a key or combination to Tenant's lock. In the event Tenant fails to keep such lock on the Unit or Tenant's lock is broken, Lessor shall have the right, but not the obligation, to place its lock on the Unit. In such an event, Lessor shall have no liability to Tenant for any loss or damage whatsoever. Tenant shall indemnify and hold Lessor harmless from and against any loss, cost or expense to Lessor in connection with locking the unit.

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### LIMITS, RISK, INSURANCE & HOLD HARMLESS PROVISIONS

**LIMITATIONS OF VALUE:** Tenant 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 Tenant to store property exceeding \$5,000 in value and the Tenant has provided proof of insurance to Lessor to cover the value of the stored property. Tenant agrees that the maximum liability of Lessor to Tenant for any claim or suit by Tenant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of contents of a storage unit is \$5,000. Nothing in this section shall be deemed to create any liability on the part of the Lessor to Tenant for any loss or damage to Tenant's property, regardless of cause.

**TENANT'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 (unit) shall remain vested in the Tenant, and all property stored within the unit or located at the facility shall be stored at Tenant'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, mold mildew, rodents, Acts of God, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.

**INSURANCE:** Tenant, at Tenant's expense, shall secure its own insurance to protect itself and its property against all perils of whatever nature. Insurance on Tenant's property is a material condition of this Agreement. Tenant's failure to carry insurance is a breach of this Agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Insurance carried by the Lessor is for the sole benefit of the Lessor and Tenant shall make no claim whatsoever against Lessor's insurance. Tenant agrees not to subrogate against or allow Tenant's insurance company to subrogate against Lessor in the event of loss or damage of any kind or cause.

**INDEMNIFICATION OF LESSOR:** Tenant will indemnify and hold harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorneys fees arising from Tenant's lease of the space (unit) or from any activity, work, or thing done, permitted or suffered by Tenant in or on the unit or about the facility. In the event that the unit is damaged or destroyed by fire or other casualty, Lessor shall have the right to remove the contents of the unit and store it at the Tenant's sole cost and expense without liability for any loss or damage whatsoever, and Tenant shall indemnify and hold Lessor harmless from and against any loss, cost, or expense of Lessor in connection with such removal and storage. Should any of Lessor's employees perform any services for Tenant at Tenant's request, such employee shall be deemed to be the agent of the Tenant regardless of whether payment for such services is made or not, and the Tenant agrees to indemnify and hold Lessor harmless from any liability in connection with or arising from directly or indirectly such services performed. Notwithstanding that Lessor shall not be liable for such occurrences; Tenant agrees to notify Lessor immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person in any of such circumstances.

**PERSONAL INJURY:** Lessor and Lessor's agents and employees shall not be liable whatsoever to any extent to Tenant or Tenant's invitees, family, employees, agents or servants for any personal injury, death, or property damage or loss arising from Tenant's use of the storage unit or premises from any cause whatsoever including, but not limited to, the active acts or omissions or negligence of the Lessor, Lessor's agents or employees.

### GENERAL PROVISIONS

If you are in the **MILITARY SERVICE**, you must provide written notice to the Lessor. The Lessor will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.

Tenant hereby authorizes Lessor to **RELEASE ANY INFORMATION** regarding Tenant and Tenant's occupancy as may be required by law or requested by governmental authorities, law enforcement, or courts.

All terms of this Agreement are **SUBJECT TO CHANGES** with a thirty (30) day written notice including, but without limitation, monthly rates, conditions of occupancy and other charges. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving the Lessor ten (10) days prior written notice. If the Tenant does not give such notice the change and the ordinary thirty (30) days vacate notice shall take effect.

In cases where the Lessor considers it necessary, the **LESSOR RESERVES THE RIGHT TO ENTER** this unit for the purposes of examining the unit for violation of this agreement, or condition in the unit, or making repairs or alterations thereto. Tenant agrees that Lessor, or Lessor's representative, shall have the right without notice to enter into the unit and remove contents to another unit if necessary.

The Tenant shall **NOT ASSIGN OR SUBLET** this Agreement, or unit, in the whole or any portion thereof. This Agreement is also binding upon **SUCCESSION** parties, their heirs, personal representatives and assigns.

**WAIVER-ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of the Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Lessor of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Tenant of the same or other provision.

Lessor and Tenant **WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL** of any cause of action, claim, counterclaim, or cross complaint brought by either Lessor against Tenant, or Tenant against Lessor on any matter arising out of or in any way connected with this Agreement, Tenant's use or occupancy of the storage unit, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

**LIMITED WARRANTY:** This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Lessor are not authorized to make warranties about the unit, premises, and facility referred to in this Agreement. Lessor's agents and employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, and shall not be relied upon by the Tenant nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in the writing and **NO WARRANTIES** are given beyond those set forth in the Agreement. The parties hereto agree that the **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and all other warranties, expressed or implied, **ARE EXCLUDED** from this transaction and shall not apply to the leased unit, premises, and facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect and has inspected; and that Tenant accepts such leased unit, premises and facility **AS IS** and **WITH ALL FAULTS**.