



# ILLINOIS SELF STORAGE RENTAL AGREEMENT

### SPACE AND RENTAL INFORMATION:

Rental Date: \_\_\_\_\_  
 Facility: \_\_\_\_\_  
 Space Number: \_\_\_\_\_  
 Space Size (Approximately): \_\_\_\_\_  
 Administration Fee (nonrefundable): \_\_\_\_\_  
 Monthly Rent: \_\_\_\_\_  
 Monthly Insurance Premium (if elected): \_\_\_\_\_  
 Paid Through Date: \_\_\_\_\_

### FEES:

Late Fee: \$20 or 20% of monthly rent (whichever is greater)  
 Lock Cut Fee: \$50.00  
 Dishonored Check Charge: \$25.00  
 Credit Card Chargeback Fee: \$25.00  
 Cook County Real Estate Tax Surcharge: (based on space size)

- 25-49 SF: \$8
- 50-99 SF: \$10
- 100-199 SF: \$15
- 200+ SF: \$20

Lien Letter Charge: \$10.00  
 Lien/ Sale Fee: \$100.00  
 Dumping/Cleaning Fee: \$100 Minimum

### OCCUPANT INFORMATION:

Occupant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 ID/ Driver's License: \_\_\_\_\_

### ALTERNATE INFORMATION:

Alternate Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Authorized Access Person(s): \_\_\_\_\_

**By electing to provide its e-mail address, Occupant agrees that notice by Owner may be given to Occupant via e-mail.**

**Are you or your spouse in the military/reserves?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Are you an individual  or a business?

**No Prorates or Refunds will be issued.**

**Lienholder information:** Occupant is required to disclose to the Owner any lienholder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he owns or has legal possession of the personal property in his or her space(s) and that all the personal property in his or her space(s) is free and clear of all liens and secured interests except for the following items (describe property and name of lienholder): \_\_\_\_\_

This **Rental Agreement** is entered into between U-Stor-It Managers, its affiliates, authorized representatives, employees, or other agents, as ("Owner") and Occupant listed above. In consideration of all the terms and conditions herein, Owner does hereby lease to Occupant the above-described storage space (the "space") located at the self- storage facility at the address listed above (the "facility") pursuant to the following terms and conditions:

**1. Term:** The term of tenancy shall commence on the Rental Date listed above and shall continue on a month-to-month basis for a Standard Term of one (1) month from the beginning date of Rental Agreement until terminated by Occupant or by Owner (see paragraph 19).

**2. Rent:** The Occupant agrees to pay the Owner, for the use of the space and improvements thereon, the monthly rent listed above. Monthly installments are payable in advance at the Owner's office on or before the monthly anniversary date, in the amount of the monthly rent stated above, and a like amount each month hereafter, until the termination of this agreement. The day of the calendar month, on which the first monthly Term commences is hereinafter referred to as the "due date." Payments should be made in advance of the commencement of each Due Date. Charges for Monthly Rent, fees and other charges, and any insurance are due whether or not you receive a billing statement or payment notice. The Owner acknowledges receipt of the sum set forth above showing payment through the date as set forth above. If any monthly installment is not paid when due, or if any check delivered in payment is dishonored, the Occupant shall be deemed to be in default under the terms of this agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. **Only full payment, on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.** Owner accepts checks, money orders and credit cards. If Occupant's account balance is past due, Owner has the right to only accept payments in cash. Cash is accepted for walk in payments only during business hours. Do not put cash in any mail slot or drop box.

**3. Fees:** Concurrently with the execution of this rental agreement, Occupant shall pay to Owner a nonrefundable new account ADMINISTRATION FEE in the amount as set forth above. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after five (5) days from the rental due date, Occupant shall pay to Owner an additional sum of \$ (\$20.00 or 20% of the monthly rental fee, whichever is greater) as a LATE FEE for each month rent is past due, such amount being considered liquidated damages. Owner does not waive any rights under the law for non-payment of rent. Said late charges are due and payable without demand from Owner. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as a DISHONORED CHECK CHARGE. If a credit card payment is reversed for any reason, a CREDIT CARD CHARGEBACK FEE shall be added. Occupant shall also pay Owner a monthly COOK COUNTY REAL ESTATE TAX SURCHARGE in the amount set forth above based on the size of the space rented. Any lien notices sent to the Occupant, as required by the Illinois Self-Service Storage Facility Act, will result in a LIEN LETTER CHARGE. At the close of business on the 30<sup>th</sup> day following the Occupant's current Paid Through Date, if the Monthly Rental Charge or other charges still remain past due, a LIEN/SALE FEE will be assessed. If Occupant's lock must be cut, Occupant shall be responsible for LOCK CUT FEE identified above. Other fees charged to Occupant may be contained in addendums to this agreement. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this agreement incurred by Owner in connection with the enforcement of the agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the agreement. Occupant further agrees to pay a DUMPING/ CLEANING FEE of \$100 minimum up to the full amount incurred by the Owner for the repair of any damage done to the space or the facility and to clean up the space at the termination of the agreement. The DUMPING/ CLEANING FEE will also be applied to recover costs associated with the removal of any personal property abandoned by the Occupant and left outside of the Space or through unauthorized use of onsite dumpster. It is agreed to between the parties that the Owner may set off any claims it may have against the Occupant from this fund, including unpaid rent and other charges.

**4. Access:** If rent is not paid within one (1) days following the monthly due date, Owner may, without notice, deny the Occupant access to Occupant's property located in the space or otherwise at the facility. Additionally, if Occupant is renting more than one space at any given time, default on one rented space shall constitute default on all rented spaces, entitling Owner to deny access to Occupant to all rented spaces. **If Occupant has caused damaged to any of Owner's property, then Owner is entitled to deny access to Occupant to all rented spaces until Occupant has paid Owner for all damages incurred.** Occupant's access may be conditioned in any manner deemed necessary by Owner to maintain order and protect the space and the facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and searching vehicles and contents. Neither Owner nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the space or the facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. Access will be denied to any party other than the Occupant, unless said party retains gate code and key to lock on the space or has supplied Owner with written authorization from the Occupant to enter the space. Occupant is responsible for snow removal in front of rented Space. Owner will clear snow as close as possible but is not responsible for snow clearance in front of each Space.

**5. Use of storage space:** The space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. **The Occupant agrees not to store any explosives, flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space or elsewhere on the property which would cause danger or nuisance to the space or any other portion of the property.** The Occupant agrees that the space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the space or anywhere on the property, and will keep the space and the property in good condition during the term of this agreement. The Occupant agrees that the space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the space or on the property. There shall be **no habitable occupancy** of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this agreement. The storage of food or any perishable goods is strictly prohibited. Occupant agrees not to conduct any business out of the space and further agrees that the space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Owner 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 the Occupant's lease of the space on the property or from any activity, work or thing done, permitted or suffered by the Occupant in the space or on or about the property. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate termination of this agreement and shall cancel Occupant's right of occupancy.

**6. Hazardous or toxic materials prohibited:** Occupant is strictly prohibited from storing or using materials in the space or in the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity specifically includes any costs, expenses, fines or penalties imposed against the Owner or any of its respective agents, employees or affiliates, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the space at any time to remove and dispose of prohibited items.

**7. Limitation of value: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner and Occupant has provided proof of insurance to Owner to cover the value of the stored property. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.**

**8. Insurance: Occupant stores property at their sole risk. Occupant is required to have some form of insurance covering the property in the Space. Insurance is the Occupant's sole responsibility.** Occupant bears the full risk of loss or damage. Owner will not purchase insurance on the Occupant's behalf or evaluate the validity or adequacy of their insurance coverage.

Insurance on Occupant's Property is a requirement to store at this facility. Occupant may purchase the insurance that Owner offers as a convenience to Occupant, but they are NOT required to purchase it. Owner makes no representation regarding the adequacy or sufficiency of that coverage for Occupant's needs. If Occupant elects to purchase that insurance, their monthly payment will include an additional amount for the coverage selected. Occupant understands that they will be enrolled with Xercor Insurance Services effective the first day of this rental agreement, unless Occupant provides a copy of their declarations page to the facility for record keeping purposes. If after 30 days, Occupant has not confirmed and certified that they have some other form of insurance covering the property in their storage space, Occupant will continue to be enrolled in the insurance program. If a confirmation of insurance coverage for their property is made within the first 30 days of coverage, U-Stor-It will provide a refund of premium paid. Should the Occupant's coverage lapse at any point in time, U-Stor-It reserves the right to enforce our insurance requirement and enroll Occupant into Xercor Insurance Services upon 60 days written advance notice.

**9. Release of liability for property damage:** No bailment is created by this rental agreement. Owner 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 space shall remain vested in the Occupant, and all property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Neither **Owner nor its respective agents, employee or affiliates shall be liable for any loss of or damage to any personal property in the space or at the facility 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 Owner or the malfunction of any type of climate control system installed by Owner.**

**10. Rules and regulations:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the space or the preservation of good order in the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

**11. Owner's right to enter:** In cases where the Owner considers it necessary to enter the space for purposes of examining the space for violations of this agreement or conditions in the space, or for making repairs or alterations thereto, or to otherwise comply with this agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into the space and to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.

**12. Notice of lien:** Owner shall have a lien on all personal property stored in the space for rent, labor or other charges, present and future, in relation to the personal property and the expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to the "ILLINOIS SELF SERVICE STORAGE FACILITY ACT" 770 ILCS 95/1-95/7. The lien provided hereunder attaches as of the date that the personal property is brought to the premises. In addition to all other remedies available at law or in equity, Owner may enforce its lien by selling or otherwise disposing of the personal property stored in the space (including but not limited to on-line sales). In no event shall the Owner's liability exceed the proceeds of the sale. This lien covers any personal property which Occupant stores in the space, even if it is owned by someone else. If the property upon which the lien is claimed is a vehicle or watercraft, and rent and other charges related to the property remain unpaid or unsatisfied for sixty (60) days, the Owner may have the property towed from the self-service storage facility. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

**13. Condition and alteration of the space:** Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all space sizes are approximate and enters into this agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

**14. Locks:** Owner shall have the right to assume that possession of a key and gate code is evidence of authority to enter Occupant's space. Should Occupant appoint another person or entity to enter the space, Occupant shall be responsible for the conduct of such person or entity. In the event such lock is rendered ineffectual for its intended purpose from any cause, or the space is rendered unsecure in any manner, Owner may, at its sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure the access to Occupant's space. If Occupant loses the key to their lock, the lock may be removed by the Owner only in the presence of the Occupant with valid ID. Occupant is responsible for LOCK CUT FEE, stated above.

**15. Military:** In order to comply with service members civil relief act it is Occupant's obligation to notify the Owner in writing that Occupant and any Occupant family member storing goods at the facility are in active military service, in order to determine Occupant's qualifications under this act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately.

**16. Notices from Owner:** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this rental agreement. Notices shall be deemed given when deposited with the U. S. Postal service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant has provided the Owner with an electronic address, the Owner may communicate with Occupant and provide Occupant with any written notices authorized or required under this Agreement or by applicable law via electronic mail.**

**17. Notices from Occupant:** Occupant represents and warrants that the information Occupant has supplied in this rental agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the space and any removal or addition of property to or out of the space within ten (10) days of the change. Occupant understands he/she must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the facility address set forth above or by e-mail only if e-mail is acknowledged by Owner.

**18. Changes:** All terms of this rental agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this rental agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, this rental agreement shall be thereby amended and the change shall become effective and apply to his or her occupancy.

**19. Termination.** This agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the agreement at least five (5) days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the agreement. Upon termination of this agreement, the Occupant shall remove all personal property from the space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the space to the Owner on the day of termination. Occupant agrees that space shall be left in a broom-swept condition. If the Occupant fails to fully remove its property from the space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the space or on the property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. Occupant agrees to pay all costs incurred by the Owner for said cleanout and/or repair, or Owner may use a collection agency to collect unpaid invoices if Occupant has moved out.

**20. Abandonment:** This agreement shall automatically terminate if the Occupant abandons the space. The Occupant shall be deemed to have abandoned the space if the Occupant has removed the contents of the space and/or has removed the Occupant's locking device from the space and **is not current** in all obligations hereunder. Abandonment shall allow the Owner to remove all contents of the space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

**21. Attorney's fees:** In the event the Owner retains the services of an attorney to recover any sums due under this rental agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

**22. Financial information:** If Occupant has provided its credit card or checking information, Owner does not warrant or guarantee that any of Occupant's financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner and its respective agents, employees and affiliates for damages arising from the use of said information by others.

**23. Permission to Communicate:** Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner faxing, e-mailing, texting and using social media to communicate with Occupant (including automated calls and texts) with marketing and/or other business related communications, including collection notices. ***Occupant reserves the right to "opt out" or such notices by notifying the Owner in writing of its request to be removed from such communications.***

**24. Personal injury.** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

**25. Release of information.** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**26. Occupant's liability.** In the event of a foreclosure of the Occupant's interest in the space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any.

**27. Assignment and subletting.** The Occupant shall not assign this agreement or sublet the space.

**28. Waiver/enforceability.** In the event any part of this agreement shall be held invalid or unenforceable, the remaining part of this agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

**29. Waiver of jury trial.** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this rental agreement.

**30. 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 (except for written addendums agreed to between the parties or owner changes). The agents and employees of the Owner are not authorized or permitted to make any warranties about the space, the property, 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 Occupant. No promises or representations of safety or security have been made to Occupant by Owner or Owner's agents. There shall be no liability to Owner, Owner'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.** The parties hereto agree that all warranties, express or implied, are excluded from this transaction and shall not apply to the leased space, premises, and facility referred to herein.

**31. Climate control (as applicable):** If the facility offers "climate controlled" or "temperature controlled" spaces, the spaces are heated or cooled depending on outside temperature. These spaces do not provide constant internal temperature control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner.

**32. Electronic Signature:** Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, 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, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this agreement in writing. Occupant 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 Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

**NOTICE TO OCCUPANT:** Do not sign this rental agreement before you read it and fully understand the terms and conditions contained herein. Keep a copy of this rental agreement to protect your legal rights. Occupant hereby acknowledges by signing this rental agreement that he or she has read, understood and accepts all terms and conditions in this rental agreement. **If you have any questions concerning its legal effect, consult your legal advisor.**

I have read, understand, and agree to all terms and all rules included within this **five (5) page** rental agreement.

**Occupant**

**U-Stor-It**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Property Manager