

Mic-Man Properties, LLC Storage Tenancy Agreement UNIT # _____

Tenant Information

Emergency Contact Information (Required)

Name: _____ Name: _____

Address: _____ Address: _____

City State Zip City State Zip

Phone: () _____ Phone: () _____

Phone: () _____

Email: _____

Month to month lease commencing: _____

Rent: _____ per month Rent: _____ per 6 months' Rent: _____ per year

Rent is due the 1st of the month and must be postmarked by 7th of the month.

Move in Fee: \$30.00 non-refundable, one-time fee per unit

Late Fee: \$20.00 assessed after the 7th

Notice of termination must be received by the 15th of the month or you will be charged for the following month.

Rent is **NOT** prorated for the last month of occupancy.

NSF Fee: \$35.00

Lien Sale Fee: \$100.00

Lock Off Fee: \$20.00

By signing this I acknowledge that I have read, understand, and agree to the conditions on all pages of this agreement. I also acknowledge I have received a copy of this agreement.

Signature

Date

Signature

Date

Signature

Date

Jeb McMahon, Owner

Mic-Man Properties, LLC

Mic-Man Properties, LLC

PO Box 263

608-290-5569

Orfordville WI 53576

Mic-Man Properties, LLC Storage Tenancy Agreement

NOTICE OF LIEN: Pursuant to Wisconsin law, Mic-Man Properties, LLC has a lien on tenant's stored property for rent and other fees/charges. Mic-Man Properties, LLC may sell tenant's property in accordance with section 704.90 of the Wisconsin Statutes if tenant fails to pay rent and other charges when due.

This is a month to month lease. Rent is due on the first of each month and without demand. Rent may be paid in cash, money order, or check. Tenant agrees to pay the indicated move in fee per unit. Tenant agrees to pay indicated charge for NSF. A late fee of \$20 or 20% of rent (whichever is greater) will be assessed after the seventh of each month. If rent is not received, Mic-Man Properties, LLC will overlock the unit on the 15th of the month; tenant will be assessed the late fee as well as indicated lock off fee. Unpaid rent plus all fees and charges must be paid in cash or money order to regain access to leased unit. If tenant continues to be in default of rent, Mic-Man Properties, LLC reserves the right to proceed with collection by taking action set forth in section 704.90 of Wisconsin Statutes. In the event of default, tenant agrees to pay all collections and lien costs incurred by Mic-Man Properties, LLC including, but not limited to the indicated lien sale fee. Tenant must provide notice of termination of lease to Mic-Man Properties, LLC by the 15th of the month or will be charged the following month. Rent is NOT prorated for the last month. Mic-Man Properties, LLC may change rent with a 30 day written notice sent to the address noted in this agreement. Tenant must provide change of address in writing and is their responsibility to verify it was received. Notices given by Mic-Man Properties, LLC will be sent by and deemed given when deposited in the United States mail. Tenant agrees that such notice is conclusively presumed to have been received by tenant five days after mailing, unless returned by US postal service. Pre-paid rent is non-refundable.

Tenant must remove all contents from storage and leave space in broom swept condition. Mic-Man Properties, LLC does NOT provide garbage disposal for tenants. Tenant shall be responsible for paying all costs incurred in disposing of such property. Mic-Man Properties, LLC may dispose of any property left in storage after termination of tenancy and at tenant's expense. Tenant is responsible for all damages. Tenant should use eradicate to prevent possible problems with rodents. Tenant must protect floor from potential staining. Tenant is responsible for removing snow in front of their unit. Due to the possibility of door thresholds freezing down in the winter months, tenant will be responsible for freeing door without damaging it; if damage occurs, it is at the tenant's expense. Tenant may not occupy storage as a residence or sleep in unit. Tenant agrees to use the storage space only for property wholly owned by tenant. Tenant may NOT use space as a work area. Tenant may NOT sublet storage space. Tenant shall provide, at tenant's own expense, a lock that tenant deems sufficient to secure the space. The absence of a lock shall entitle Mic-Man Properties, LLC to presume that the unit has been vacated. Tenant is prohibited from storing, using, or producing materials in the storage space or on the premises that could be classified as hazardous, toxic, or illegal under any local, state or federal law or regulation. Tenant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against Mic-Man Properties, LLC arising out of storage, use, or production of any hazardous, toxic or illegal material by tenant or associated party. Tenant shall not store antiques, heirlooms, collectibles or any property having special or sentimental value. Tenant waives any claim for emotional or sentimental attachment to stored property. Tenant agrees not to store property total valued over \$5,000.

Tenant must maintain insurance that covers fire, extended coverage endorsement, theft, and vandalism for the cash value of the store property. Failure to carry such required insurance is a breach of this agreement and tenant assumes all risk of loss of store property. Tenant agrees that the insurance company providing such insurance shall not be subrogated to any claim of tenant against Mic-Man Properties, LLC for loss of or damage to stored property.

All personal property stored will be at the tenant's sole risk. Mic-Man Properties, LLC shall not be liable for any loss of or damage to personal property in the storage space or at the facility arising from any cause whatsoever including, but not limited to, burglary, acts of negligence of other storage tenants, disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of Mic-Man Properties, LLC.

Mic-Man Properties, LLC shall not be liable to tenant or associated party for injury or death as a result of tenant's use of storage place or premises, even if such injury is caused by the active or passive acts or omissions or negligence of Mic-Man Properties, LLC. Tenant agrees to indemnify, hold harmless and defend Mic-Man Properties, LLC from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of tenant's use of the storage space and common areas, including claims for Mic-Man Properties, LLC active negligence.

Mic-Man Properties, LLC and tenant waive right to a jury trial of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either party, on any matter arising out of, or in any way connected to this rental agreement, tenant's use of the storage space or premises, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by tenant on behalf of any of tenant's agents, guests or invitees.

This rental agreement contains the entire agreement between Mic-Man Properties, LLC and tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no expressed or implied representations or warranties have been made with respect to safety, security or suitability of the storage space for the storage of tenant's property, and that tenant has made his own determination of such matters solely from inspection of the storage space and the facility. Mic-Man Properties, LLC disclaims and tenant waives any implied warranties of suitability or fitness for a particular use. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Mic-Man Properties, LLC purporting to modify or add to this rental agreement.

If any part of this rental agreement is held to be unenforceable for any reason, in any circumstances, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

All provisions of this agreement shall apply to and be binding upon all successors in interest, assigns, or representatives of the parties hereto.

Mic-Man Properties, LLC shall have the right to establish or change rules and regulations for the safety, care and cleanliness of the storage space and premises. Tenant agrees to follow all rules and regulations now in effect, or that may be put in effect from time to time.