A Storage Place L.L.C. 2076 East Main St. STE.102, Greenfield IN 46140

2076 East Main St. STE.102, Greenfield IN 46140 (317) 467-9740 <u>aStoragePlace4U.com</u>

Outdoor Vehicle/Vessel Storage Rental Agreement

Lease Date	Space No	Size	Monthly Rent \$	Security Deposit \$	
Customer	Access Card No		Alternate Contact (Outside of Household)		
Full Name			Name		
Social Security #			Company		
Address			Address		
City,ST., & ZIP			City, ST., & ZIP		
honeCell			Phone Cell		
Photo ID/License NO. & State			Relationship		
Email			Pro	esent Employer	
Active Military			Company Name		
Branch Commanding Officer			Supervisor Name		
Base AssignedProperty to be Stored			Address, City, ST		
			Phone		
Year Make_	Model_		Company Name		
I.N. or Hull # Color		lor	Proof of Insurance		
License Plate No	St	ate	Insurance Company	Policy No	
Name on Title			Lien Holder	Address	
Name on Registration			Title Holder	Phone No.	

A Storage Place L.L.S. hereby leases to lessee a storage space in the outside storage lot, as specified above for a minimum of one month upon the following terms and conditions agreed to by A Storage Place, also referenced as Company or Lessor, and the lessee also referenced as Renter.

- 2. **Term rent and security deposit.** Company leases to lessee the storage space as specified herein, on a month to month tenancy. Either renter or company may terminate this lease by giving the other party at least 14 days prior written notice. The initial monthly rent for the unit is the amount stated above. Rent changes may occur periodically as needed at company's discretion. Rent is due on the 1st day of each calendar month, remit payment in advance or on the 1st of each month to A Storage Place at: <u>aStoragePlace4U.com</u>, or 2076 East Main Street, Greenfield IN 46140, or the facilities drop box which is the secured mail box at the street entrance. A reasonable security deposit, as specified above may be required to help secure the obligations of renter under this lease is to be paid by renter upon the execution of this lease. Renter's deposit will be returned to renter, without interest, within 14 days after termination of this lease provided renter has complied with all his/her obligations to this company. Any unpaid charges, rent due to the company or costs of clean up and /or repair, maintenance as a result of lessee or its customers, subcontractors or their employees may be deducted from the deposit. Renter shall forfeit the deposit in it's entirety if renter vacates without providing prior notice to this company at least fourteen days before moving out. Renter agrees to pay this company's fees in the event of default, late payments, returned checks, or other services requested by lessee. The security deposit shall be forfeited should the the terms of this rental agreement between a Storage Place and lessee listed on this document be violated, disregarded and/or the rental agreement be terminated by A Storage Place management for reasons of but not limited to: disrespect to others at facility, security breaches, fees and charges are subject to change at this leasing company's discretion.
- 2. Use of premises and restrictions. The storage facility is in a restricted area of Pope Vintage Airport. For this reason, only persons renting the space are allowed entrance into the storage facility unless in the vehicle of the lessee, no other vehicles are allowed to follow you back into the restricted area. Lessee is restricted from providing the access codes or RFID cards to another person. Sending family members or employees to lessee's storage space will not be permitted and are not allowed on the premises without the lessee. The leased storage space is not a place to conduct a sale/sales of stored items, nor will work/maintenance or loitering be permitted. Park for storage in your assigned space. Lessee is restricted to driving to their rented space, standing or walking around the rented space only. Lessee is restricted from and not allowed to roam around the facility or drive behind the buildings. Drive slowly, 8 mph, aircraft do cross or be outside on the ground neither with a leash on the premises of Pope Vintage Airport or A Storage Place. The storage space is for the storage of property only, and may not be used for residential purposes, to house live animals, or to store anything that is a health hazard, including perishable food item. The storage space may not be used for any unlawful purpose or in violation of zoning, business license, or other regulatory restriction, nor substances whose storage or use is regulated or prohibited by local, state or federal law. The storage space should not be used to store jewels, furs, heirlooms, art works, collectables or other irreplaceable item having special or emotional value to renter. The storage space and the facilities property shall not be used to conduct any business or commercial transactions on or about the storage facility. Do not drive on grass areas in front of buildings as doing so would cause ruts. Drive on asphalt and gravel drives. Renter agrees to hold this company, other renters and third parties harmless and indemnify, save and defend su
- 3. Lessee responsibilities. Renter is to place an adequate in size, for best weight distribution, support pads under the wheels, trailer tongue foot, or leg of heavy equipment or devises to evenly distribute the weight and prevent sinking, and damage to the storage space ground. All extendable items must be retracted during storage and maintain drip pan under the stored item if there is an issue with leaks. Renter is to report any and all incidences or concerns that may or may not relate to themselves or others, or for the safety and well being of individuals at this property or in the surrounding area such as; fires, storm damage, other persons behavior, accidents, etc. Renter acknowledges and understands that no bailment is created by this lease, that this company is not engaged in the business of storing goods for hire not in the warehousing business, but is simply a company leasing the storage space in which the renter can store items of personal property owned by renter. All property stored on site is at the risk of the renter. Renter must keep their vehicle/vessel/equipment locked with their own lock, tarps and covers secured tightly in the designated rented space at all times. Notify this facility immediately if switching out vessel being stored while in tenancy.
- 4. Insurance. Renter must take whatever steps are necessary to safe guard the property stored on site and must provide or secure his/her own insurance for all stored goods. Failure to do so is at lessee own risk and relinquishes a storage place from all liability, responsibility of loss, theft or damage. This company does not have an obligation to carry insurance on renter's property stored or parked at this facility. Renter is required to have or obtain adequate insurance for the items stored at A Storage Place and by signing this rental agreement acknowledges that this company has no liability for the item/items storage at this facility. A Storage Place will not be responsible or otherwise liable, directly or indirectly for loss or damage to the property or renter due to any cause, including but not limited to; fire, explosion, war related, theft, vandalism, wind or water damage, any defect, whether know or subsequently created or discovered, in the storage space or on site, or acts of omissions of any third party, regardless of whether such loss or damage may be caused or contributed too, by the negligence of the company, its agents or employees, visitors or subcontractors. Renter agrees that the maximum liability of this company to renter for any claim to any lawsuit by renter, including but not limited to any suit that which alleges wrongful or improper foreclosure or sale or the contents in the storage space(s) or of property storage on site, is \$5000. Renter agrees not to store anything at this facility that is worth more that \$5000. Nothing in this

selection shall be deemed to create any liability on the party of this company to renter of any loss of damage to renter's property regardless of cause. This company shall not be liable for any injury sustained by renter or other for any defects, known or subsequently discovered or created, in the storage space or grounds, this facility and airport or caused by any conditions existing near or about the airport or storage space or it's facility, or resulting from the acts or omissions of renter, other renters visitors, agents, employees, volunteers or subcontractors. Renter and it affiliates agrees to indemnify and hold this company harmless from and against any and all claims, damages, costs and expenses, including attorney's fees arising from or in connection with renter's use of this facility, reentry's presence on the premises or anything done at this facility be renter or renters agents employees or any invitees resulting in damage or injury to person or property of renter or of any other part or to any other party or to any building or part of the self-storage facility or airport.

- 5. Condition of Land. Renter has examined the land and storage space and agrees that it is satisfactory for all purposes intended, including safety and security for which renter will use it. Renter will at all times keep the land and storage space neat, clean and in a sanitary condition and will return it to the company in the same condition as when received by renter. All repairs to the storage space, facility, land required as a result of renter's act or omissions shall be at renter's sole cost and expenses. Renter is restricted from laying traps or poison underneath object(s)stored outside on land.
- **6.** Access to storage space/stored goods on site. Renter hereby grants to company, without further notice to renter required, access at all times to the space to any stored items, for the purpose of inspection or making repairs, additions or alterations to the premises. Renter's grant of permission under this paragraph does not create a duty to make any repairs, additions, inspections or alterations.
- 7. Other fees and charges. Rent is due on the 1st day of each month with a 4 day "grace period", as of the 6th day a \$20 or 20%, which ever is greater, late fee will be assessed. If payments are postmarked the 6th of the month or after, or payment is not in the drop box by 12 p.m on the 6th of the month, it is considered late. If rent in full has not been received & postmarked by the 15th of the month an additional \$10 late fee will assessed. If rent, fees or charges have not been paid after 30 consecutive days, a Lock Down & Lock Out will occur with a \$20 fee. Access will be denied until rent and fees are paid in full. Written Notice and/or email of Default Charge is \$15. Cut Lock Fee is \$50. Legal Advertising Fee is \$25, Public Sale Set-up Fee is \$50, Towing of Vessel is \$200, NSF and Returned Check/Stop payment/Credit Card Denied or disputed is \$40 + Applicable late fees + bank charges. Lost or replacement access card fee is \$20. Cleaning fee (1 hour minimum) is \$25 per hour + disposal fees, Eviction Notice/Filing Fee in Lieu of Sale is \$250 + court costs, Unauthorized dumping on land fee is a minimum of \$150. Other fees may apply that are not listed here or anticipated.
- 8. Default, Lien and Foreclosure, Indiana law provides company a Lien on all property stored at this facility.
- A. If renter fails to pay rent or other charges for thirty consecutive days from the date they are due, or if renter fails to move out promptly upon the termination of this lease, renter will be denied access to the facilities premises.
- B. A Storage Place will email or USPS mail written notice to the renter's last known address setting forth the amount due and a date after which the stored property will be advertised and sold, donated or disposed of.
- C. All property at this facility will be sold to satisfy the lien if payment in full in the form of cash has not been received prior to the sale date.
- D. The proceed of any such sale or disposition will be applied first to the cost of such sale and second, to the payment of the rents and charges which may be due from renter to company under the terms of this lease.
- E. Renter agrees to pay all costs and expenses, including attorney's fees and reasonable service fees to this company for enforcing the terms of this lease.
- F. Renter waives any claims, it or its successors, heirs or assigns may have as a result of any claims by any other party having an interest in the property kept on these premises.
- 9. Miscellaneous. Renter may not assign this lease or any part of it and may not let, sublet or allow usage, the whole or any portion of the storage unit or land without prior written consent of this company. If any term or provision of this lease or its application to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of the lease will not be affected. If any of the time limitations, foreclosure or notice requirements stated in this lease conflict with those required by local law, this local limitation and requirements will apply in lieu of the limitations and requirements stated in this lease. Company may at any time assign this lease to another company, corporation or person(s), in which event company shall no longer be responsible or liable under the terms of this lease and all the covenants, conditions and obligations of lease are for convenience only and in no way affect the construction of the terms of this lease. The captions of this lease may be waived or changed other than be written agreement. Only an authorized officer may authorize ay specific waiver, modification or extension of any provision. This lease is binding upon the parties, their heirs, successors, personal representatives and assigns.
- 10. Abandonment. Renter understands the renter's rented space and vessel within must be secured by sufficiently locked at all times. In the event that any motor vehicle or vessel as defined in Indiana Code 9-13-2-196 remains stored on site after expiration or termination of this lease or upon renter's default, and in addition to all other right and remedies available to company, company is authorized to report the vehicle as abandoned or unclaimed to the local police, state police or sheriff pursuant to Indiana Code 9-22-1 ET SEQ. 9-22-2 ET SEQ. It is understood by renter that upon such report the local police or sheriff may take possession of and impound the vehicle pursuant to law. Company shall incur no liability to renter as a result of reporting any vehicle as unclaimed or abandoned pursuant to this paragraph.
- 11. Termination and Default: Lien. If at any time a petition is filed against rent in any bankruptcy or insolvency proceeding under any state or federal law, or renter is otherwise adjudged as bankrupt, makes an assignment for the benefit of creditors of renter fails to pay rent when due or other wise breaches any of the covenants by which it is obligated either under the terms of this lease, the Rule and Regulations, or any other lease for additional rental which renter may now have or here after execute with company, company may at any time thereafter limit renter access to the rental site and renter's property without prejudice to any remedies which company might otherwise have. Renter hereby grants the company a valid first lien upon and security interest under Article 9 of the Uniform Commercial Code as enacted in the state of Indiana in all personal property noted/stored on the site which renter may now have or may hereinafter execute with company. In addition to any lien under the Uniform Commercial Code, and all remedies available to this company in law equity, or otherwise under this Rental Agreement, renter shall have a lien upon and security interest in all personal property stored on site under and pursuant to Indiana Code 26-3-8-11 ET SEQ., and may exercise all rights and remedies specifically stated therein. If this company forces its lien under and pursuant to Indiana Code 26-3-8-11 ET SEQ., It may deny access to the site and remove renter's property from that site to another site, pending sales or disposition. The security interest(s) created herein and the enforcement thereof in the event of a default shall be in addition to all oft he company's rights under this lease or at law, including any other statutory security interest or lien in favor of company. Renter acknowledges that since the site(s) leased for storage or business purposes, it is not able to relet the site as long as the property remain unclaimed. Renter agrees that in the event renter does not remove all of its property from the site upon termination of this lease whether by default or otherwise, all such property shall conclusively by deemed abandoned. At this company's preference all property so abandoned may be disposed of in any manner and the proceeds applied or retained as company sees fit. Renter shall pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by this company in enforcing the covenants and agreements of this lease and other lease for any other site which renter may now have or may hereafter execute with this company. Service charges will be imposed on all accounts delinquent more that 5 days.
- 12. Military Service. If in the military, or moving as a result of someone in the military, or changes of military status or assignment, renter agrees to immediately notify A Storage Place of all changes if but not limited to: mailing address, phone number, commanding officer, base assigned and branch of service.
- 13. Insurance; Release of Liability. All personal property is stored by renter at renters sole risk. Insurance is the renters sole responsibility. Renter understands that owner will not insure renter's personal property and that renter is obligated under the terms of this lease/rental agreements to insure his own goods.

In addition I (we) hereby give A Storage Place L.L.C., their agent(s) or their assign(s) permission to verify the information provided to them on my (our) this application (lease agreement) and to investigate the same if necessary for the purpose of leasing, suspicion, or collection of rental property.

14. OVER-THE-VALUE-LIMIT ADDENDUM

This Addendum to the Monthly Rental Agreement by and between Owner and Renter and collectively (the "Parties") for the Premises WHEREAS the Parties have entered into a Monthly Rental Agreement (the "Agreement") for storage of certain personal; and WHEREAS the Agreement Provision No. 5 provides that Renter shall not store property in the Premises with a value in excess of \$5,000.00 without the prior written permission of Owner; and WHEREAS Renter desires to store property in excess of \$5,000.00 in the Premises IT IS THEREFORE AGREED:

- 1. That Renter may store personal property or a vehicle which Renter declares has a total, actual cash value in excess of \$5,000.00 in the Premises.
- 2. Renter agrees to maintain insurance specifically written for property stored in a Storage facility on all property stored in the Premises with actual cash value coverage against all perils, without exception.
- 3. Owner shall be entitled, from time to time, to require Renter to provide proof that the policy or appropriate replacement policy is still in force and effect.
- 4. If at any time, the insurance policy identified in this Addendum lapses in coverage as a result of nonpayment of premiums, cancellation, or for any other reason, this shall constitute an Event of Default under the Lease Agreement and, the consent to store property in excess of \$5,000.00 shall immediately be withdrawn by Owner, without further action of Owner and the value of the stored property shall be deemed not to exceed \$5,000.00 without any admission that the stored property has any value at all.
- 5. Renter understands that Owner provides no insurance to protect any of the property stored by Renter in the Premises.

I HAVE READ ALL PAGES OF THIS RENTAL AGREEMENT – TERMS AND CONDITIONS

Date:	Ву:	
	A STORAGE PLACE L.L.C - AGENT	
Renter:		