



LAKEHOUSE STORAGE LLC
Self-Storage Unit Rental Agreement
Facility: 8982 S. Peoga Rd, Trafalgar, IN 46181
Ph #463-265-974 www.yourlakehousetorage.com
Email: office@yourlakehousetorage.com
Mailing address: P.O. Box 516, Nineveh, IN 46164
Anytime you have questions or concerns, you may call or text the office number.

This Rental Agreement, hereinafter called "Agreement", dated, month/day/year: _____ is made by and between Landlord: LAKEHOUSE STORAGE LLC, hereinafter called "Landlord", located at 8982 South Peoga Road, Trafalgar, Indiana, 46181, and Tenant: _____, hereinafter called "Tenant".

1. Tenant Contact Information: Information can only be changed by written, signed notice from Tenant.

Tenant/Responsible Party Legal Name _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Alternate Phone: _____
Email: _____ Alternate Email: _____

Additional Persons with Access: Does Primary Tenant give additional persons access to this unit? YES ___ NO ___
If yes, provide the full name and last four digits of state ID, drivers' license, or passport ID number of persons allowed access to the unit. (Identifications are subject to be checked at anytime by Lakehouse Storage LLC Representatives. We reserve the right to deny access without identification.)

Full Name _____ Last 4 digits of ID# _____ PH# _____
Full Name _____ Last 4 digits of ID# _____ PH# _____
Full Name _____ Last 4 digits of ID# _____ PH# _____

Emergency/Secondary Contacts: At least one verifiable, secondary/emergency contact is required before taking occupancy, but two secondary contacts are preferred, in case of incidents or emergencies.

Emergency/Secondary Contact #1

This contact has given consent to be Tenant's secondary/emergency contact. _____ (Tenant Initials)
Full Name _____ Last 4 digits of ID# _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

Emergency/Secondary Contact #2

This contact has given consent to be Tenant's secondary/emergency contact. _____ (Tenant Initials)
Full Name _____ Last 4 digits of ID# _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

2. Terms:

- Landlord rents to Tenant that certain storage space designated as UNIT #: _____; dimensions: _____ x _____; square footage _____, subject to the terms and conditions of this Agreement and continuing month-to-month until terminated or revised.
• The Unit is clean and undamaged upon Tenant occupancy unless otherwise noted on a signed addendum to the agreement.
• Landlord reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to Tenant.
• Said revised Agreement shall not require Tenant's signature to become effective.

3. Rental:

- Tenant shall pay Landlord a MONTHLY RENT of \$_____ due by the 1st day of each month. There will be no proration for less than a full month of occupancy.
- Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments.
- Landlord reserves the right to change the rental rate charged at the initial term of this Agreement **with 30 days advance notice to Tenant.**

4. Payments:

- Payment of monthly rent and other charges permitted by this Agreement shall be made on time.
- An invoice will be sent prior to the first of the month or you may set up recurring electronic payments.
- Credit and debit payments may be made for a small fee of 3.99%, online or in person.
- Payments by check are made payable to: Lakehouse Storage LLC, and can be paid in the office or mailed to: P.O. Box 516, Nineveh, IN 46164.
- Cash, check, debit or credit card payments may also be made in the office during open hours. There is no additional fee for cash or check payments.
- When Tenant wishes to make an in-person office payment, it is Tenant's responsibility to be aware of OPEN days and hours for the Lakehouse Storage office/shop so payment is on time. Hours vary by season and are posted on site, on the website at www.yourlakehousetorage.com and on the Lakehouse Storage and Lakehouse Shop Facebook page.

5. Other Charges: Tenant agrees to pay applicable late charges as set forth in Paragraph A below or elsewhere in this Agreement. Late fees apply with or without notice. This agreement serves as Tenant's advanced notice.

A. Late Charges: If tenant fails to pay rent by the end of the fifth (5th) calendar day after said rent is due, a **late fee of \$15.00** will be charged to the Tenant's account.

B. Returned Check Charge: A fee of \$25.00 shall be charged for each returned check. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

6. Termination by Tenant (Intent to Vacate):

- Tenant must give Landlord AT LEAST THREE (3) DAYS ADVANCED NOTICE that they are vacating the unit and terminating their rental agreement.
- VALID NOTIFICATION must be given to Landlord AT LEAST 3 DAYS IN ADVANCE by one of the following methods:
 - In person at 8982 S. Peoga Rd, Trafalgar, IN 46181
 - By phone conversation, clear and detailed voice mail, or detailed text message at 463-265-9748
 - Detailed email at: office@yourlakehousetorage.com
- Any prepaid rent, for months other than the month Tenant is vacating, will be refunded.
- Rent and other fees continue to accrue until Landlord has been properly notified of Tenant's intent to vacate AND Tenant's lock is removed from the Unit. Tenant's failure to properly notify Landlord of Tenant's intent to vacate does not absolve Tenant from this rental agreement, even if Tenant has emptied the unit and has removed Tenant's lock from the unit.
- Upon vacating, Tenant must leave the Unit empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean Unit upon vacating, Tenant will pay any costs the Landlord incurs with emptying, cleaning the Unit.

7. Default:

If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default of this Agreement and Landlord may bring an action for restitution of the Premises as allowed by Indiana law.

Furthermore, pursuant to Indiana law, Landlord may deny Tenant access to the storage space by overlocking when rent is more than five (5) days past due.

If the Tenant does not pay the amount necessary to satisfy the lien and the reasonable expenses incurred by Landlord within ten (10) days after the delivery of a default notice to Tenant, Tenant's property in or on the premises will be advertised for sale and will be sold at a specified time and place as allowed by the Indiana law.

Prior to sending a default notice, Landlord will enter Tenant's unit to compile an inventory of items required by law for inclusion in the default notice and public sale advertisement. The Tenant's lock will be physically removed at this time and Tenant's unit will be sealed with a Landlord's lock.

8. Use of Storage Space:

- Landlord is not engaged in the business of storing goods for hire and no bailment is created under this agreement.
- Landlord exercises neither care, custody nor control over Tenant's stored property.
- Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant.
- Tenant agrees not to live in the storage space or use the space for any illegal purpose.
- Tenant agrees not to store flammables, stolen property, perishables, guns, ammunition, anything alive or dead.
- Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

9. Hazardous or Toxic Materials:

- Tenant is strictly prohibited from storing or using on the premises materials classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials.
- Tenant's obligation of indemnity as set forth below specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents employees, invitees and/or guests.
- Landlord may enter the space at any time to remove and dispose of prohibited items.

10. Care of the Premises:

- Tenant, Tenant's agents, employees, invitees and/or guest, will maintain the premises in good condition.
- Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants.
- Tenant shall keep the premises under Tenant's control, including adjoining driveways, clean and free from rubbish, dirt, and other debris at all times.
- Rubbish shall be removed by Tenant at Tenant's expense.
- Landlord is not responsible for removal of goods of any nature.

11. Damage by Tenant: Tenant is responsible for the cost to repair any and all damage to the Unit or facility structure caused by Tenant, Tenant's agents, employees, invitees and/or guests.

12. Insurance: LANDLORD DOES NOT PROVIDE INSURANCE FOR STORED GOODS. Tenant is encouraged to obtain a Tenant's insurance policy to cover Tenant while occupying the Premises. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

13. Release of Landlord's Liability for Property Damage:

All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents and/or employees.

14. Release of Landlord's Liability for Bodily Injury:

Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Landlord, Landlord's agents and/or employees.

15. Indemnification: Tenant agrees to indemnify, hold harmless and defend Landlord 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 premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

16. Landlord's Right to Enter (No Default):

- Tenant grants Landlord and/or representatives of any governmental authority, including police and fire officials, access to the Unit upon one (1) days advance notice to Tenant for non-emergency situations.
- **In the event of an emergency, suspected illegal use of the Unit, or structural/mechanical repair to the building, Landlord and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary or appropriate to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.**

17. Tenant's Access: Tenant's access to the premises may be conditioned in any manner deemed reasonable necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity and/or limiting hours of operation.

18. Locks: Tenant agrees to use and Tenant shall provide at Tenant's expense a lock deemed sufficient to secure the Unit. Tenant agrees to keep Unit locked when Tenant is not present at premises. Landlord may, but is not required to lock Tenant's storage space if it is found unlocked. **Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space door by Tenant.**

19. Property Left on Premises: Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in depositing of such property.

20. Rules: Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the premises. Tenant agrees to observe a 5 M.P.H. speed limit on the premises.

21. Relocation: Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.

22. Sublease: Tenant may not assign this Agreement or sublet the premises.

23. Severability: It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

24. Governing Law: This agreement shall be subject to and governed by the laws of the State of Indiana.

25. Waiver: The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

26. Survival of Covenants: All portions of this Agreement which by necessity are required to be enforced by either party are enforceable beyond the date of the termination of this Agreement.

27. Entire Rental Agreement: This agreement is the entire Agreement between the parties and the terms of this Agreement may be modified, amended or supplemented only in writing which has been signed by all of the parties hereto.

Signed:

Unit # _____ "Tenant" _____ Date _____

Lakehouse Storage LLC "Landlord" _____ Date _____