## DANCO STORAGE RENTAL AGREEMENT

UNIT# GATE ACCESS CODE		
Please read this document and the attachment carefully before	e signing belo	W.
This is a rental agreement between		
(hereinafter referred to as "Tenant") and Danco Storage (hereina	fter referred t	o as
"Management").		
Management does hereby rent to Tenant storage unit #	(size:	X)
in a building located at 5355 HWY 54 Owensboro, KY 42303, to b		
or business property for the monthly rate of \$, paya	able on the fir	st (1st) day of
each month hereafter. Rent is payable in advance for each month		
Management acknowledges receipt of payment as follows:		
\$ First month's rent (pro-rated to the first day	of the next me	onth)
\$ 25.00 Clean-Up Fee (Refundable if and when Tenant provides 10	O-day	
notice of moving out <b>and</b> leaves unit clean.)		
\$ Total payment received		
<b>AUTOMATIC RENEWAL:</b> This agreement will automatically renew	each month (	until the Tenant
provides Management with ten (10) days written notice of their i	ntention not t	o renew.
<b>PAYMENT:</b> Payment is due the 1st day of each month to Danco St	orage at 5355	HWY 54
Owensboro, KY 42303. We will not send a bill or statement. Pleas	e pay by checl	k, money order,
cash or credit card, automatic withdraw is also available. In order	to avoid respond	onsibility for the
next month's rent, Tenant must give Management written notice	of intent to va	acate the unit ten
(10) days before the next rental payment is due. All payments ma	_	
this agreement will be applied first to administrative and late cha	rges, if any, th	en the balance to
accrued and unpaid rent.		
<b>LATE CHARGE:</b> Rental payments made after the 5th day of the mo	-	
late charge. A returned check is subject to a charge of \$ 35.00. M		
postmarked by the 5th day of the month to avoid the late charge.	. If no paymen	it is made by the
${\bf 10}^{\mbox{th}}$ of the month, the unit will be overlocked and access will not	: be granted u	ntil all payments
(including fees) are paid.		
<b>CLEAN-UP FEE:</b> A \$ 25.00 Clean-Up Fee is due and payable when	_	-
fee is refundable when Tenant provides Management with ten (1		
his/her intention not to renew and Tenant leaves the unit clean a	_	
<b>INSURANCE:</b> Tenant acknowledges that Management does not ca	•	•
loss whatsoever Tenant may incur as a result of renting the storage		•
the storage unit shall be at Tenant's sole risk and is required to be	insured by Te	enant. A copy of
your current license is required before unit can be occupied.		

## **CONDITIONS: DANCO STORAGE RENTAL AGREEMENT**

Thank you for choosing Danco Storage! We appreciate your business, and we look forward to you having a pleasant experience renting from us. Please advise if we can be of assistance to you.

<u>USE OF UNIT:</u> Do not store any materials that are perishable, flammable, explosive, illicit, hazardous, contraband, or other goods prohibited by law. This unit is to be used for storage, only. Any activity such as

automobile or boat repairing, painting or carrying on a business on the premises is prohibited. Tenant agrees not to affix shelving or other articles to the walls, ceilings, or entry ways. Tenant shall not permit damage to the premises and will hold Management harmless from any claim or cause of action arising out of Tenant's use of the premises.

TERMINATION OF OCCUPANCY: This rental agreement shall run for the period covered by the initial payment (if any) and from agreed contract terms thereafter and shall terminate on the last day of the month for which a rental payment has been paid if no prepayment is made for the following month. Tenant may terminate this rental agreement by giving written notice of his/her intention to terminate to Management at least ten (10) days before the next rental payment is due. Management may terminate this lease with at least ten (10) days' written notice to the Tenant. Management may also terminate this rental agreement without notice to Tenant if Tenant is in breach of any of the terms of this agreement. Tenant agrees to peaceably return control of the unit to Management upon termination of this agreement. The storage unit must be vacated on or before the last day of the month for which rent has been paid, and all terms and conditions of this agreement must be met, before occupancy is terminated. The storage unit must be cleaned, emptied, and left in good condition, and the unit must be ready to rent to others. Fees are not pro-rated when the unit is vacated; a full month's rent is due if the unit is not vacant by the first (1st) day of the month.

GATE ACCESS: Do not follow someone else through the gate without first using your own access code. The gate may close on you, and you may not be able to exit since you entered using someone else's code. INSURANCE: Management does not assume any liability for the items stored in your unit. Management does not carry insurance that covers any loss whatsoever Tenant may incur as a result of renting the storage unit. All property stored in the storage unit shall be at Tenant's sole risk a. Tenant expressly releases Management from any loss or damage to Tenant's property caused by fire, theft, water, rainstorms, tornado, explosions, rodents, insects, civil disturbances, or any other cause whatsoever. Management is not liable to Tenant and/or Tenant's guests or invitees or agents while on or about Management's premises.

<u>AISLE AND ENTRY CLEARANCES:</u> Aisles must remain clear and Tenant may not block any other tenant's entry.

**LATE PAYMENT:** If we have not received payment by the 5th day of the month you will be subjected to a \$10.00 late charge. If no payment has been made by the 10<sup>th</sup> day of the month, the unit will be overlocked, your gate access will be denied, and access will not be granted until all current payments and fees due have been paid.

ADDITIONAL ACTION: If we have not received payment by the 15th day of the month, we will start the process to put your unit up for public auction. A partial payment will not stop fees or official procedures. Any agreement between Tenant and Management to extend payment dates or to defer the sale/auction of goods must be in writing and signed by both Tenant and Management to be binding. In the event of Tenant's failure to pay rent by the 15th of the month, Management shall be entitled to immediate possession and may exercise any remedies available by law. Management may remove Tenant's lock at Tenant's expense to appraise stored goods for sale. The administrative fee for lock cutting is \$ 10.00. Management may move property to another location, and Tenant agrees to be solely liable for any damage, loss, or expenses incurred by this action.

**ACCOUNT RENEWED:** If the account is brought up-to-date and all fees have been paid, Management will remove its lock. Tenant assumes responsibility for replacing the lock to secure his/her unit.

**RETURNED CHECKS:** A \$ 35.00 fee is automatically charged for all returned checks and will be considered part of the rental. The unit will be considered in default, gate access will be denied, and the unit will be overlocked until the amount of the returned check, the returned check charge, and any additional charges and fees due are paid in full. Payment must be made by money order or certified check. When there is a returned check, all future payments must be made by money order or credit card.

LIEN: TENANT SPECIFICALLY GRANTS TO MANAGEMENT A LIEN ON THE STORED PERSONAL PROPERTY, ENTITLING MANAGEMENT TO SELL ALL THE PROPERTY STORED IN THE UNIT IF PAYMENT HAS NOT BEEN RECEIVED FOR A CONTINUOUS FIFTEEN-DAY PERIOD WHEN DUE. Management will be entitled to take

possession of the goods in the storage unit and will have a lien on all personal property stored in the unit to cover rents and fees due, labor, or expenses reasonably incurred in the sale of such property in accordance with the provisions of Title 66 of Tennessee Code Annotated. All moving, storage, and/or sales costs associated with the sale or auction of the goods shall be borne by the Tenant. AFTER A LIEN AGAINST THE PROPERTY IN THE UNIT ARISES, ONLY PAYMENT IN FULL OF AMOUNTS DUE WILL BE ACCEPTED TO SATISFY THE LIEN. Partial payments will not stop any auction procedures or legal action.

RENT/FEE INCREASES: The monthly rental rate, clean-up fee, late charge, cut-lock charge, returned check charge, and other administrative charges are subject to increase on the 15th day of each month. Tenant will be given thirty (30) days' written notice of such increases, and this agreement shall be deemed to have been so altered if Tenant continues his/her occupancy beyond the effective date of the increase/s. Notice shall be deemed given when Management deposits first class mail, postage prepaid notice to Tenant at the address provided on the agreement or by any official change of address. A new rental agreement is not necessary for such increases; all other terms of this agreement shall continue in force.

**<u>DISCLOSURE:</u>** Tenant must disclose to Management if there are any lien holders with an interest in any of the property that may be stored in the unit.

**ASSIGNMENT OF SUBLETTING:** Tenant shall not assign this lease or the unit or any part thereof, nor sublet the unit or part thereof, without advance written consent of Management.

<u>ATTORNEY FEES:</u> In the event that Management is required to obtain the services of an attorney to enforce any of the terms of this rental agreement, Tenant agrees to pay reasonable attorneys' fees and associated costs in addition to other amounts and fees due under this agreement.

**EMERGENCIES/INSPECTION:** In the event of an emergency, Management will have the right to enter the storage unit with whatever reasonable force is necessary. Management may deny access to the premises in the case of inclement weather or emergencies. Management reserves the right to enter the storage unit for the purpose of inspection to see that the terms and conditions of this rental agreement are being complied with.

**NOTICE:** Any notice required to be given to Tenant shall be sent by ordinary mail to the address set forth in the original agreement unless otherwise specified in this agreement.

<u>CHANGES IN CONTACT INFORMATION:</u> Tenant must inform Management of any changes in his/her contact information, including mailing address, phone number, e-mail, etc., via a written and signed notice within twenty (20) days of such change. Until Management receives this notice, the only legally valid contact information is that entered on the rental agreement.

<u>WAIVER AND ALTERATIONS:</u> No terms of this rental agreement may be altered and no conditions shall be waived except by written agreement of both parties.

**AGENT:** Any right granted herein to Management may be exercised by Management's agent or appointed representative.

<u>PARTIES BOUND BY AGREEMENT:</u> The terms of this agreement shall be binding upon and shall extend to the parties hereunder, their heirs, executors, administrators, and assigns.

THESE CONDITIONS ARE PART OF YOUR RENTAL AGREEMENT. THIS AGREEMENT AND THESE CONDITIONS WILL BE STRICTLY ENFORCED, WITH NO EXCEPTIONS.

Tenant Signature Phone (home and/or cell)		Date	
Street Address		City	
State	Zip		
Management Signature		Initials	Date