



**SELF STORAGE RENTAL AGREEMENT**

THIS SELF STORAGE RENTAL AGREEMENT (hereinafter "Agreement"),  
\_\_\_\_\_, 20\_\_\_\_ by and between Downwind Solutions, L.L.C., of Pinconning,  
Bay County, Michigan, hereinafter referred to as "Lessor", and

\_\_\_\_\_  
Name) (Address) \_\_\_\_\_ (Renter's

\_\_\_\_\_  
(Telephone Number) (City, State, Zip)

\_\_\_\_\_  
License Number) (Unit Number) \_\_\_\_\_ (Driver's

hereinafter referred to as "Renter".

1. Rental Unit. Lessor hereby rents to Renter and Renter hereby agrees to rent the following described rental unit upon the terms and conditions contained in this Agreement.

The portion of the Downwind Solutions, L.L.C.. facility located at  
4756 North Huron Road Pinconning, Bay County, Michigan, 48650,  
identified as Rental Unit \_\_\_\_\_, a 8 x 16 unit being approximately 128  
square feet in size (herein "Unit").

2. Rental Term. Renter hereby rents the Unit for a period beginning \_\_\_\_\_ and  
ending \_\_\_\_\_ (herein "Term").

3. Rent. Renter agrees to pay rent (herein "Rent) for the unit, without any setoff, during the Term of this Agreement, in monthly installments in the amount of sixty five and 00/100 Dollars (\$65.00). Such Rent shall be paid to the Lessor on or before the first day of each month, in advance and in lawful currency, at such place as the Lessor may from time to time designate in writing. The first month's Rent due \_\_\_\_\_ shall be paid in advance upon execution of this Agreement. In the event any monthly payment of Rent and/or other amount due and owing by Renter to Lessor is more then ten (10) days after such payment is due, Renter shall pay in addition thereto a late charge in the amount of Twenty Dollars (\$20.00). Said late charge may be deducted from the security deposit identified in paragraph 4. In the event Renter tenders a check to Lessor which is returned for "non-sufficient funds" Renter shall pay an additional fee to Lessor

in the amount of Twenty Five Dollars (\$25) for each occurrence.

4. Security Deposit Renter shall deposit a security deposit with the Lessor in the amount of sixty five and 00/100 Dollars (\$65.00) on the date of execution of this Agreement. In the event of the breach of this Agreement in any particular by Renter, damages caused by such breach from the deposit. After the term of this agreement, any holding over period, as defined by paragraph 11, the security deposit shall be returned to Renter provided, however, Renter has paid all rent, late fees, and redelivery of possession costs, as defined in paragraph 13. In the event Renter has failed to pay all such costs, on or before such date, Lessor may apply the security deposit towards all such costs.

5. Indemnification and Insurance. Renter agrees to protect, indemnify and keep and save harmless Lessor against and from any and all loss, cost, damage or expense, including attorney fees, arising out of any accident or other occurrence causing injury to any person or property whomsoever or whatsoever and due to the use or occupation of the Unit by Renter or any person or persons holding or occupying under Renter. Renter shall maintain its own insurance with respect to the contents of the Unit and personal property located by Renter in the Unit. Renter waives all claims of recovery which Renter may have against the Lessor and its agents, employees, invitees and licensees, for any loss, damage or other liability arising from or caused by any hazard which is to be covered by insurance required to be obtained under this Agreement or otherwise obtained by the Renter regardless of the cause or the damage, loss or liability and notwithstanding that such loss, damage or other liability may result from the fault or negligence of the Lessor, its agents, employees, invitees or licensees.

6. Security Agreement. Renter hereby gives to Lessor a security interest in any and all goods, which are stored in the Unit ("Collateral"). The security interest is given by Renter to the Lessor to secure any and all debts arising out of this Agreement.

7. Default. Renter understands, acknowledges and agrees that in the event any Rent due and owing lessor under this Agreement which is over twenty (20) days past due, Lessor shall have the right to take immediate possession of the Collateral located in the Unit. Renter further understands, acknowledges and agrees that in the event any Rent remains past due for a period in excess of sixty (60) days after the Lessor takes possession of the Collateral and provides written notice to the Renter, the Lessor may at its sole discretion sell the Collateral and recover the amount owing to Lessor. In addition thereto, the Lessor may recover the expenses of taking, prepaying for sale, selling and reasonable attorney fees and expenses involved in the sale of the Collateral. The rights of the parties hereto shall be governed by the Uniform Commercial Code, which provisions are in addition to the provisions herein contained.

NOTICE: IF YOU FAIL TO MAKE YOUR REQUIRED PAYMENTS, YOUR PROPERTY MAY LATER BE SOLD AT A PUBLIC SALE. BEFORE THE SALE, YOU WILL BE NOTIFIED BY FIRST CLASS MAIL AND BY CERTIFIED MAIL OF THE AMOUNT DUE. THE NOTICE WILL BE MAILED TO YOUR LAST KNOWN ADDRESS. IN ORDER TO PRESERVE YOUR RIGHT TO BE NOTIFIED, IT IS IMPORTANT THAT YOU NOTIFY US OF ANY CHANGE IN YOUR MAILING ADDRESS. ALSO, YOU SHOULD SUPPLY US WITH THE NAME AND ADDRESS OF ANOTHER PERSON WHO CAN REACH YOU IF YOU ARE NOT AT YOUR MAILING ADDRESS, AND WE WILL NOTIFY THAT PERSON AT THE SAME TIME AND IN THE SAME MANNER AS WE NOTIFY YOU.

8. Use of Unit. The Renter shall use and occupy the Unit only for lawful purposes. Renter shall

comply with all rules, laws, and regulations that govern the use of the Unit Renter agrees not to store on the premise any items which shall be in violation of any law, order, or requirement imposed by any appropriate governmental agency or body.

Renter shall supply its own lock for Unit, and Lessor has the right to cut and remove it in the event of non-payment of Rent or for any other breach of this Agreement.

Renter shall not store explosives, perishables, flammables, hazardous chemicals, or any other dangerous materials in the Unit at any time.

Renter shall not allow any animals or pets on the premises. The Lessor shall have the right to inspect the interior of the Unit at any reasonable time.

Renter shall turn off all lights and disconnect all electrical equipment when not in the Unit or on the premises. Renter shall pay an energy surcharge for the constant connection of a freezer, refrigerator, or any other electrical appliance which operates when Renter is away from the Unit and premise. The use of electrical heating devices is not allowed.

Renter shall not spray paint, sand or alter the Unit or post any sign on or around the Unit without the prior written permission from the Lessor. Renter agrees to not accumulate any trash, debris, or litter on the premises or in or around the Unit. Renter shall not use the Unit for a sleeping room or as a residence. Renter shall not conduct mechanical repair, or hobby-type work in the Unit. Renter shall not use the Unit as a public warehouse.

9. Snow Removal. During the winter months, Lessor agrees to make reasonable efforts to keep the premises plowed of snow.

10. Assignment or Subleasing. Renter agrees not to transfer or assign this Agreement, or sublease any portion of the Unit, without in each instance first attaining the prior written consent thereto of lessor, which consent may be withheld for any reason, or for no reason at all. Any transfer assignment or sublease by Renter not in accordance with the provisions hereto shall be null and void.

11. Holding Over. Should the Renter continue to occupy the Unit at the expiration of the Term of this Agreement or any extension thereof, such holding over by the Renter shall constitute a tenancy from month-to-month, at one hundred twenty-five percent (125%) of the Rent then in effect and otherwise upon the same conditions, except as to Term, as shall be in effect at the time of the expiration of the Term.

12. Redelivery of Possession. Upon the termination of this Agreement, or any extension thereof, whether by lapse of time or otherwise, Renter shall deliver up the Unit and each and every part thereof, in the same condition as when taken, except for the ordinary wear and tear, damage by fire or other casualty or damage by the elements. In the event Renter has failed to deliver the Unit in the same condition as when taken, Lessor may arrange to have the Unit cleaned and/or repaired, and deduct the cost of the same from Renter's security deposit.

13. Lessor's Right of Access. Lessor or Lessor's agents shall be permitted to inspect the Unit at any reasonable time after reasonable notice to Renter or for any emergency reason without prior notice to Renter. Lessor shall have the right to enter the Unit for a period commencing thirty (30) days prior to the expiration of the Term or any renewal term of this Agreement, for the purpose of exhibiting the Unit to prospective renters.

14. Laws of Michigan. The laws of the State of Michigan shall govern the interpretation and enforcement of this Agreement.

15. Complete Agreement. Lessor and Renter each hereby acknowledge that this Agreement encompasses the entire agreement of the parties and that there are no other agreements or understandings between them with the respect to the Unit. 16. Modification. This Agreement may only be amended by a mutual, written agreement signed by both parties hereto.

17. No Refund of Rent. Rents paid in advance by Renter shall not be refunded to Renter, and the last month's Rent hereunder shall not be prorated or refunded. 4 IN WITNESS ABOVE, the parties hereto have executed this Agreement as of the date first above written in the presence of: WITNESSES: DOWNWIND SOLUTIONS, L.L.C. P.O. BOX 478 Pinconning, MI 48650  
Phone: 989-879-5477

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

\_\_\_\_\_ Sign &  
Date

