

STORAGE UNIT LEASE AGREEMENT

This Lease Agreement ("Lease") is between MJ Storage Units, LLC ("Landlord"), 3004 60th Avenue, Wilson, WI 54027 ("Facility"), telephone number: 715-559-6369, email: mjstorageunits@gmail.com and the following Tenant:

Name: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Cell Phone: _____
E-Mail Address: _____

Landlord agrees to lease to Tenant the following space ("Unit"): _____

Tenant agrees to the following payment terms (no monthly invoice will be provided). Payments may be made by cash, check, money order, or credit card (a service fee applies to card payments):

| | |
|------------------|--|
| Monthly Rent | \$ _____ |
| Start Date | _____ |
| Security Deposit | \$ _____ |
| NSF Check Fee | \$40 |
| Late Fee | \$30 Each month rent is 5 calendar days overdue. Lock out if rent is 7 days overdue. |

Rent shall be paid to:

MJ Storage Units, LLC

3004 60th Avenue

Wilson, WI 54027

Rent is due on or before the 1st day of each month. Please include the Tenant's name and Unit number with payment.

This Lease is a month-to-month agreement, automatically renewing each month unless either party provides at least 28 days' written notice of termination. No refunds will be issued for unused days if Tenant vacates before the end of a lease month. Landlord reserves the right to change the rent or any other Lease terms with 28 days' written notice.

Security Deposit: Tenant shall pay the security deposit prior to the Start Date. It will be held by Landlord for damages or default in accordance with Wisconsin law and the terms of this Lease. The deposit, minus

any lawful deductions, will be returned within 21 days after the Tenant vacates the Unit—provided proper notice was given and Landlord is aware that the Unit was vacated. A written explanation will be provided for any deductions.

If a Unit is reserved and the Tenant later cancels, the security deposit will be forfeited to Landlord.

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Lien Rights: Landlord has a lien on the personal property stored in the Unit. In the event of default or abandonment, Landlord may enforce the lien by selling the property as permitted under Wisconsin Statutes § 704.90.

Locks and Access: Tenant is responsible for providing and maintaining a lock for the Unit at their own expense (note: combination locks are not recommended in winter). If the Unit is found unlocked or if a lock is removed for purposes of inventory or sale, Landlord may, but is not required to, secure the Unit with a new lock at Tenant's expense. The absence of a lock may be considered by Landlord as evidence that the Tenant has vacated the Unit.

All property stored by Tenant in the Unit shall be at **Tenant's sole risk**. Landlord shall have no obligation to exercise any care, custody, or control over Tenant's stored property. Landlord assumes no responsibility for any loss, damage or casualty, however caused, to Tenant's property and Landlord is not responsible for obtaining insurance of any kind for the benefit of Tenant.

Insurance of all contents is Tenant's sole responsibility. Tenant agrees to maintain insurance, at Tenant's expense, on all property stored in the Unit with actual cash value coverage against all perils, without exception. Tenant's failure to maintain such insurance is a breach of this Lease, and Tenant shall assume all risk of loss or damage that would have been covered by such insurance. Tenant further agrees to have its insurer waive any right of subrogation of any claim of Tenant against Landlord, its employees, or agents.

USE OF UNIT:

- Tenant shall access the Facility solely for the purpose of storing and removing personal property from the Unit.
- Tenant shall keep the Unit clean, sanitary, and free of garbage or liquid waste.
- Ensure that the pull string on the Unit door remains fully inside when the door is closed.
- Tenant is responsible for snow and ice removal directly in front of their Unit.
- **Salting is not permitted; shoveling only.**
- Tenant may only store property that is solely owned by Tenant. No antiques, heirlooms, collectibles, or items with special or sentimental value are permitted. Tenant waives all claims for emotional or sentimental attachment to stored property.
- The Unit may not be used as a residence or for sleeping.
- If Tenant needs their own lock cut, they must contact Landlord for assistance.
- **Only one disc lock is permitted per Unit. Additional locks must be easily removable by bolt cutters.**
- Overnight parking is not allowed.
- The Unit may not be used as a workspace, rehearsal space, or for conducting business.
- Rummage or garage sales are prohibited without prior written approval from Landlord.
- No storage of live animals.
- No storage of food, feed, seed, or any items that may attract rodents.
- No storage of propane tanks (full or empty).
- No storage of noxious, odorous, or gas-emitting items. Smoking is prohibited.
- No storage of contraband, stolen items, illegal substances, or cash.
- No storage, use, or release of hazardous or toxic materials as defined by local, state, or federal laws or regulations. Tenant agrees to indemnify Landlord for any costs, fines, or penalties resulting from such violations.

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- If storing a vehicle, absorbent materials must be placed underneath, and the fuel tank may not exceed 1/8 of its capacity.
- Landlord may implement additional rules for the safety, cleanliness, and orderly operation of the Facility. Tenant agrees to comply with all such rules.

At conclusion of the Lease, Tenant shall remove all property from the Unit (and Landlord does not provide garbage disposal for Tenants) and leave the Unit broom clean, in good condition. Tenant is responsible for all damage, ordinary wear and tear only excepted. Landlord may dispose of any property left in the Unit or at the Facility by Tenant. Tenant is responsible for paying all costs incurred by Landlord in disposing of property left behind.

Limitation of Value. Landlord is not engaged in the business of storing goods for hire, and no bailment is created under this Lease. Landlord does not have care, custody, or control of Tenant's stored property. The value of the contents stored in the Unit is unknown and cannot be ascertained or insured by the Landlord. Tenant agrees not to store property with a total value in excess of \$5,000 unless Tenant maintains insurance coverage for such property. The value of Tenant's stored property shall be deemed not to exceed \$5,000, and Landlord's liability for any loss or damage, whether to persons or property, shall not exceed this amount. This provision does not constitute an agreement or admission by the Landlord that the stored property has any specific value, nor does it modify the release of liability set forth below.

Release of Liability & Indemnity

Release of Landlord's Liability for Property Damage: Tenant releases Landlord, its employees, and agents from any and all liability for loss or damage to personal property stored in the Unit or on the Facility premises, regardless of cause, including but not limited to fire, water, weather, Acts of God, theft, burglary, vandalism, malicious mischief, rodents, or the acts, omissions, or negligence of Landlord, its employees, or agents.

Release of Landlord's Liability for Bodily Injury: Tenant releases Landlord, its employees, and agents from any and all liability for personal injury or death arising out of Tenant's use of the Unit or Facility, including any such injury caused by the acts, omissions, or negligence of Landlord, its employees, or agents.

Indemnity: Tenant agrees to indemnify, defend, and hold harmless Landlord, its employees, and agents from any and all claims, losses, damages, liabilities, expenses (including reasonable attorney's fees), fines, or penalties arising out of or related to (a) any injury, death, or damage to person or property occurring in connection with Tenant's use of the Unit or Facility; (b) any breach of this Lease by Tenant; or (c) any claim waived or released by Tenant under this Lease.

The operation, failure, or absence of any security system installed by Landlord shall not alter or reduce Landlord's liability as outlined above, nor shall it relieve Tenant of the obligation to obtain insurance coverage for their stored property.

Default. If Tenant defaults under this Lease, including but not limited to failure to pay rent or other charges when due, Tenant shall remain liable for all amounts owed under this Lease, along with all costs and expenses reasonably incurred by Landlord in enforcing its rights, including, but not limited to, actual attorney's fees, costs of preservation, inventory, advertising, sale, or other lawful disposition of the personal property stored in the Unit.

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Upon default, Tenant's access to the Unit and the Facility may be denied until the total balance on Tenant's account has been paid in full. If Tenant fails to cure the default, Landlord may take the following actions in accordance with Wis. Stat. § 704.90:

1. Remove Tenant's lock and secure the Unit with a Landlord lock.
2. Deny Tenant access to the Unit until all outstanding amounts are paid in full.
3. Inventory and/or take possession of the contents of the Unit.
4. Sell or otherwise dispose of the contents of the Unit as permitted by Wisconsin law.
5. Pursue all legal remedies available, including a forcible entry and detainer action if applicable.

Lien Sale Proceeds: In the event of a lien sale, Landlord may retain proceeds to cover rent owed and enforcement expenses. If the sale generates a surplus, Landlord may retain up to \$3,000 of the excess without remitting it to Tenant, as allowed under Wis. Stat. § 704.90(5)(bg). Any amount exceeding this \$3,000 surplus must be returned to Tenant or reported to the Wisconsin Department of Revenue if unclaimed.

All remedies available to Landlord shall be cumulative, and the exercise of one or more shall not waive or exclude Landlord's right to pursue others.

Landlord Access. Landlord, its employees or agents and the representatives of any government authority, including police and fire officials, shall have the right to remove Tenant's lock and enter the Unit, without notice, to act as may be necessary to preserve Landlord's property in the event of an Emergency, or to comply with any applicable law, or to enforce any of Landlord's rights. "Emergency" means any event which jeopardizes the health, safety, and or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the Facility or any other property or chattels stored at the Facility.

Miscellaneous

- Storage Tips: Place items in water-resistant totes or boxes. Use covers on furniture. Keep items off the concrete floor by using pallets.
- Overnight Parking: No unauthorized overnight parking is allowed. Vehicles will be ticketed or towed at the owner's expense.
- Notices: Unless otherwise required by law, written notices under this Lease shall be sent via first-class mail, postage prepaid, to Landlord at the rent address and to Tenant at the address listed on page 1. Notices will be conclusively presumed received by Tenant three (3) business days after mailing, unless returned to Landlord by the U.S. Postal Service. Either party may change their notice address by providing 28 days' prior written notice.
- Assignment or Subletting: Tenant may not assign their rights under this Lease or sublet the Unit.
- Binding Effect: This Lease shall be binding upon the heirs, assigns, executors, administrators, representatives, and successors of both parties.
- Entire Agreement: This Lease contains the entire agreement between the parties. No oral agreements or representations shall be binding. This Lease may only be modified in a written document signed by both parties.
- Severability: If any provision of this Lease is found to be unenforceable, all remaining provisions shall remain in full force and effect.
- Governing Law: This Lease shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. The state courts located in St. Croix County, Wisconsin, shall have exclusive jurisdiction over any legal action related to this Lease.

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ADDITIONAL CONTACT:

Tenant may specify the name and last-known address of an additional contact for notification under Wis. Stat. § 704.90(5)(b)(1). If an additional contact is listed below, Landlord shall notify the contact:

Name: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Cell Phone: _____
E-Mail Address: _____

Tenant: Only sign this Lease if you have read the Lease and understand all pages of this Lease. If you have questions concerning the Lease's legal effect, consult your attorney. If more than one Tenant signs this Lease, each Tenant agrees to be jointly and severally liable for all of the obligations arising under this Lease.

Sign: _____ Date: _____

Sign: _____ Date: _____

Sign: _____ Date: _____

Michaela Krear (Landlord)