

POPEJOY RENTALS
Self-Service Storage Facility Rental Agreement

(rev.3.11.14)

Rental Facility: _____

Occupant(s): _____

Unit #: _____ Unit size: _____ Monthly rental amount: \$ _____ Security deposit: \$ _____

Term: Beginning _____ Ending _____

This agreement is made effective as of _____, 201__ between Ray Popejoy and Susan Popejoy, as owners/agents for owners, herein called "OWNER", and the above-identified "OCCUPANT", who agree as follows:

1. Rental of Unit. Owner rents the storage unit space (the "Unit") identified above to the Occupant for the term set forth above, and Occupant shall pay monthly rental in the amount set forth above, payable in advance on the first of each month unless otherwise indicated hereon.

Security Deposit. Occupant shall pay a security deposit in the amount set forth above at the commencement of this agreement, same to be security for any cleaning, repair of damage, payment of collection expenses, or payment of unpaid rent, *Provided, however*, that said security deposit shall not be used for or credited against the final month's rent or other rent due except upon the election of Owner.

Late Payment; Returned Checks. Occupant shall pay a late fee of \$10.00 for the month in question, for rent paid more than 5 days late. Occupant shall pay a returned check charge of \$25.00 per dishonored check.

Holdover. If Occupant holds over at term end with Owner's consent, occupancy shall be on a month-to-month basis, at the same rent, terminable on 30 days notice, with all other lease terms herein to continue to apply.

Possession; Condition at End. At the end of the term Occupant shall: a) deliver possession of the Unit to Owner, with all of personal property removed from the Unit; b) not abandon or discard any refuse or other material either in the Unit or on the premises.

Locks. Occupant shall utilize only Owners locks, and any other locks may be removed by Owner. Occupant shall pay a lock deposit of \$ _____, and shall reimburse Owner for any locks or keys not returned at end of lease term.

2. Use of Unit. Occupant shall utilize the Unit only for the storage of Occupant's personal property and for no other purpose. Occupant shall not store or permit storage of any property of any other person or entity. Occupant represents that all property stored in the Unit during the term hereof is and will be the property of Occupant, and Occupant shall indemnify Owner against any claim to the contrary.

Hazardous Materials, Etc. Occupant shall not store in the Unit or bring upon the premises where the Unit is situated any a) flammable, explosive, or hazardous materials of any nature; b) any food, beverage, biodegradable matter, or other material that may attract animals, rodents or insects, or other pests; c) any material in violation of any governmental fire code or other rule or regulation. (Occupant may utilize moth balls to deter pests so long as odors from same do not impinge on other units);

Prohibited Uses. Occupant shall not use or permit the Unit to be used: a) for human or animal occupancy; b) to conduct a business; c) for cooking, sleeping or the consumption of alcoholic beverages; d) for car repairs or for any dangerous activity; e) for any fabrication, assembly, or manufacturing activity except as specifically permitted by Owner; f) for any illegal activity; g) Occupant shall not utilize any electricity supplied to the unit except for necessary lighting.

Nuisances. Occupant shall not allow any condition which may cause noxious odors, and shall not allow any condition or use of the Unit or of the Owner's premises which may disturb or cause a nuisance (in Owner's opinion) to the person or property of any person or entity.

Cleanliness. Occupant shall keep the Unit "broom clean" during the term hereof, including at the end of the term, and shall return possession of the premises in the same condition as at this date.

Rules. Occupant shall comply with all present and future rules that Owner establishes for the occupation and use of the Unit, and for the premises where the Unit is situated, including the following rules:

- 1-Occupant shall not obstruct the entrance to the unit or any other unit or driveway, nor permit others to do so;
- 2-Occupant shall not make or permit any changes to the interior or exterior of the unit, shall not add load to the ceiling, roof or walls of the unit, and shall not attach anything to the walls of the unit, or allow the floor of the Unit to be stained by oil or any other material;
- 3-Occupant shall not change any fuel, oil, or liquid either inside the unit or elsewhere on the premises;
- 4- Occupant shall not attach any sign or banner to the exterior of the unit.
- 5-In addition, Occupant shall comply with such other occupancy rules as Owner may hereafter establish.

3. Illinois Self-Service Storage Facility Rental Act Applicable. This Rental Agreement is made pursuant to the Illinois Self-Service Storage Facility Rental Act (the "Act"), and Owner shall have all of the rights and powers available to Owners under said Act, not exclusively but in addition to the provisions of this rental agreement, and to such other remedies as are otherwise available by law.

4. No Bailment; No Warranty. No bailment is created hereby, and Owner shall have no duty to protect Occupant's property, and shall have no liability for damage to same, and Occupant acknowledges same and waives all claim therefore.

Owner makes no representation of suitability of the Unit for any particular purpose, and Occupant acknowledges same and waives all claim of lack of same.

Occupant shall provide any insurance coverage for Occupant's property as to which Occupant desires insurance coverage.

5. Breach of Agreement; Over-Locking by Owner. In the event of breach of this Agreement, Owner may proceed to enforce this Agreement according to the terms hereof, and may take all actions allowed to Owner under the aforesaid Act. Further, Owner may immediately over-lock any lock on Occupant's Unit with Owner's lock, and in such event any attempt by Occupant to remove or circumvent the Owner's over-lock shall constitute a prohibited trespass on Owner's property, notice of which Occupant acknowledges by the execution hereof.

Termination of Rental Agreement At Owner's Option. In addition to all other provisions hereof, at Owner's option the Owner may, but need not, terminate this Agreement.

6. Inspection; Emergency Access. Owner shall have the right to inspect Occupant's Unit at reasonable times on reasonable notice. In addition, Owner shall have the right to enter Occupant's Unit in the event of emergency, as reasonably determined by Owner, with or without notice to Occupant, as reasonably determined by Owner, cutting locks as may be necessary to so do.

7. Legal and Collection Expenses. In the event of breach of this agreement, Owner shall be entitled to recover from Occupant all expenses incurred for the enforcement of this agreement, including legal fees, advertising costs, mailing costs, and all other necessary costs incurred by Owner in relation to same.

8. Lien; Removal; Disposition and Sale. Owner shall have a lien upon all personal property in the Unit for rent, labor, or other charges, present or future, in relation to the personal property, and for expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition pursuant to Illinois law, and also for all expenses incurred by Owner for the enforcement hereof.

Owner shall also have all rights under Illinois Law regarding the removal and disposal of vehicles and watercraft as to which rent or other charges related to the property remain unpaid for the time periods specified by Illinois law.

9. This Agreement is deemed made in Livingston County, IL, and Livingston County shall be a proper venue for legal proceedings with respect to the rental contemplated hereby. Notices to Occupant shall be to Occupant's "last known address", as given below, or to such address as Occupant provides in a later written notice of change of address. Notices to Owner shall be to 203 S. 10th St., Fairbury, IL 61739.

**MAKE ALL CHECKS PAYABLE TO THE PROPER
RENTAL FACILITY, NOT POPEJOY, INC.
MAIL TO 203 S. 10th St., Fairbury, IL 61739**

PLEASE FEEL FREE TO CALL WITH ANY QUESTIONS AT 815-692-4471.

OWNER:

OCCUPANT:

By: _____ date: _____
Owner/Owner's Authorized Agent

x _____ date: _____

Street Address

City, State, Zip Code

Phone #(s): _____

Email(s): _____

Bluebird Rentals Route 24 Chatsworth, IL 60921	D & D Storage 6 Aspen Court Fairbury, IL 61739	Eskimo Rentals 302 E Wabash Forrest, IL 61741	Hawk Rentals 808 N Center Forrest, IL 61741	Piper City Mini Storage 100 Green St. Piper City, IL 60959	RidgeviewRentals 112 S. Center Colfax, IL 61726	West Walnut Warehousing 702 W. Walnut Fairbury, IL 61739
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