

Lease

This lease is executed in duplicate on ___ day of _____, by and between RCP Management, LLC, Deborah Olson, Owner – Hwy 164 U Store It (located at W233 S7200 Vernon Lane – Big Bend) (Landlord), and _____ (Tenant) whose residence and business address are set forth below, for the purpose of leasing or renting certain space as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder.

It is agreed by and between Landlord and Tenant as follows:

Unit Door Code Number _____

1. DESCRIPTION OF PREMISES:

- ❖ Landlord leases to Tenant and Tenant leases from Landlord Enclosed Space Number _____ and issues Entry Card Number _____ (hereinafter the "Premises") located at the above-referenced address of Landlord and included in a larger facility at such address containing similar leased real property and common areas for the use of Tenant and other tenants (the entire facility is hereinafter referred to as the "Project"). Tenant has examined the Premises and the Project and, by placing his initials here, _____ acknowledges and agrees that the Premises and the common areas of the Project are satisfactory for all purposes, including the safety and security thereof, for which Tenant shall use the Premises or the common areas of the Project and the Landlord makes no representations or warranties regarding the habitability or fitness of the same. For the convenience and benefit of Landlord and all tenants of the Project and to enable Landlord to offer the Lease to Tenant on the terms and conditions provided for in this Lease, Tenant shall have access to the Premises and the common areas of the Project only during such hours and days as are regularly posted at the Project.

2. **TERM.** The term of the Lease shall commence as of the date first above written and shall continue from the first day of the month immediately following _____ (Tenant's initials) on a **month-to-month** tenancy or _____ (Tenant's initial) for a period of **one year** and thereafter on a month-to-month tenancy.

3. **RENT.** Tenant shall pay Landlord as a monthly rent, without deduction or offset, prior notice, demand or billing statement, the sum of \$ _____. If the term of this Lease shall commence other than on the first day of the month the Tenant shall pay, in advance, one full month's rent, in which event any rent paid in excess of that payable pro rata for the first partial month shall be credited to the rent payable for the month immediately following.

4. DEPOSITS AND FEES.

- a. Concurrently with the execution hereof, Tenant shall deposit with Landlord the amount of \$ _____ to secure Tenants performance Pursuant to the provisions of this Lease. Said deposit shall be returned to Tenant within 21 days after the termination of this Lease providing that Tenant is not in default hereunder.
- b. **Rent payments are due and payable on or before the first (1st) day of each month. Rent payments postmarked after the first day of the month will be subject to a late charge of \$25.00.** If rent payments are not made by the first of the next month the late fee shall increase by \$25.00 for each subsequent month the rent is outstanding.
- c. **Checks returned to the Landlord because of non-sufficient funds or for any other reason, the Landlord will charge a \$65.00 fee** for additional clerical work. In such an event, the Landlord may insist that cash, certified check, or money order pays future rental payments.
- d. **A trip charge of \$40.00 shall be due and payable if landlord meets tenant at the storage unit in order to collect past due rent and/or unlock the unit.** Unit will not be unlocked if payment is made by personal check until such payment clears the bank. However, trip charge will still be due at time of meeting to collect past due rent. If past due rent is mailed and paid with cash, money order or cashiers check units will be unlocked within 10 days of receipt. Trip charge will apply to all units needing to be unlocked due to past due rent situations. All late fees and trip charges must be paid prior to unit being unlocked.
- e. Tenant shall be issued _____ entrance card(s). Lost, damaged or not returned card(s) will incur a fee of \$50.00 per card. Fee shall be deducted from security deposit if not paid by tenant at termination of lease term.

5. **USE OF PREMISES AND COMPLIANCE WITH LAW.** Tenant shall not store on the Premises personal property in or to which any other person has any right, title or interest. It is understood and agreed that Tenant may store personal property of various types and values in, or about the Premises without Landlord's knowledge, supervision or control, the value of which may be difficult or impossible to ascertain. Accordingly, the aggregate value of all personal property stored in, on or about the Premises shall in no event be deemed to exceed \$5,000; however, it is further understood and agreed that Tenant may store personal property with substantially less or no aggregate value and nothing herein contained shall constitute or evidence any agreement by Landlord that the aggregate value of all such personal property is, will be, or is expected to be, at or near \$5,000. It is specifically understood and agreed that Landlord need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in or about the Premises pursuant to this Lease. Tenant shall not store any "Hazardous Substances" (as hereinafter defined), improperly packaged food or perishable goods, any food, animal feed, seed or anything that would attract rodents, flammable materials, explosives, or other inherently dangerous material, nor perform any welding on the Premises or in the Project. Tenant shall NOT use the space as a work area, or band practice or rehearsal space and shall not conduct a rummage sale from the unit. Tenant shall not store any personal property on the Premises, which would result in the violation of any law of any governmental authority, and Tenant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises or the use thereof. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other tenants in the Project. Tenant shall not store noxious smelling items or items that emit gas or odor. **Tenants are solely responsible for removing snow in front of their unit.**

- a. As used herein, "Hazardous Substances" shall mean and include, but shall not be limited to, all hazardous or toxic substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, any petroleum or petroleum derived waste or products, and raw materials that include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental matters, as now or hereafter amended, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Federal Resource Conservation and Recovery Act; the Federal Superfund Amendments and Reauthorization Act of 1986; the Federal Toxic Substances Control Act; the Federal Hazardous Material Transportation Act; the Federal Clean Air Act; the Federal Water Pollution Control Act; together with any other federal, state or local super lien or other statutes, rules or regulations, as now or hereafter amended in any way pertaining to clean-up; disclosure; water pollution control; air pollution control; regulation of solid waste; hazardous waster management; storage tanks; regulation of environmentally sensitive area; regulation of drinking water; use of ground water; surface waters and wetlands; hazardous and toxic substance reporting; indoor air quality issues, including asbestos, radon and tobacco smoke; and any other laws, including case law, which might be deemed or referred to as environmental common law.

6. **INSURANCE.** Tenant, at Tenant's sole expense, shall maintain on all personal property, in, on or about the Premises, a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief endorsements, to the extent of at least 100% of the full replacement value of such personal property; provided that, to the extent Tenant does not maintain insurance as described above, Tenant shall be deemed to have "self-insured"; and provided further that in lieu of such insurance Tenant may, in Tenant's sole discretion, elect to "self-insure" totally (i.e., not insure with any duly licensed insurance company). To the extent Tenant has "self-insured" as described above, Tenant shall bear the risk of loss or damage, which would have been covered under the aforementioned extended coverage insurance policy. Tenant hereby _____ (Tenant's initials) elects to obtain the insurance policy described above, or _____ (Tenant's initials) elects to self-insure. Tenant hereby releases Landlord and its agents, authorized representatives and employees (hereinafter Landlord's agents, authorized representatives and employees are referred to collectively as "Landlord's agents") from any and all claims for damages or loss to the personal property in, on or about the Premises, and hereby waives any and all rights of recovery against landlord's agents in connection with any such damage. While certain information may be made available to Tenant with respect to insurance, Landlord and Landlord's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker or solicitor and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

7. **LIMITATION OF LANDLORD'S LIABILITY; INDEMNITY.** Landlord and Landlord's agents shall not be liable to Tenant for any damage or loss to any person, Tenant or any property stored in, on or about the Premises or the Project, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, rodents, acts of God or the active passive acts, omissions or negligence of Landlord or Landlord's agents. Tenant shall indemnify and hold Landlord and Landlord's agents harmless from any and all damage, loss or expense arising out of or in connection with any damage to any person or property occurring, in, or about the Premises, whether occasioned by Landlord or Landlord's active or passive acts, omissions or negligence or otherwise. Notwithstanding anything contained in this Lease, in no event shall Landlord or Landlord's agents be liable to Tenant in an amount in excess of \$5,000 for any damage or loss to any person, Tenant or any property stored in, on or about the Premises or the Project arising from any cause whatsoever, including, but not limited to Landlord's or Landlord's agents' active or passive acts, omissions or negligence. By placing his initial here _____, Tenant acknowledges that he has read, understands and agrees to the provisions of this paragraph 7.

8. **INCORPORATION OF PROVISIONS ON REVERSE SIDE.** By placing his **initial here** _____, Tenant acknowledges that he has read, is familiar with and agrees to all of the provisions printed on the reverse side of this Lease, and Landlord and Tenant agree that all such provisions constitute a material part of this lease and are hereby incorporated by reference.
9. **ENTIRE AGREEMENT.** These are not representations warranties, or agreements by or between the parties which are not fully set forth herein, and no representative of Landlord or Landlord's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.
10. **ABANDONMENT.** Pursuant to the terms of Section 704.90 of the Wisconsin Statutes, Landlord shall have a lien on all of the personal property stored in the Premises, and Landlord shall have the right to satisfy the lien by selling the personal property as provided in said Section 704.90 in the event Tenant defaults or fails to pay rent for the storage of any personal property abandoned after the termination of this Lease. In the event rent shall be in default and due and unpaid for a period of ten (10) consecutive days after written notice thereof, and thereafter Tenant shall have failed (a) to make the required rental payment and (b) to give Landlord written notice of an intention to abandon the Premises and the personal property located in, on or about the Premises within sixty (60) consecutive days after an additional notice of nonpayment of rent has been given by Landlord to Tenant by certified mail, Landlord may reasonably assume that Tenant has abandoned the Premises and any personal property located in, on or about the Premises, and, at Landlord's option, the Premises shall be deemed abandoned and this Lease terminated. Notwithstanding the foregoing, in the event Landlord otherwise reasonably determines that Tenant has abandoned the Premises and provides Tenant with written notice of such determination, and Tenant shall have failed to give Landlord notice of its intention to abandon the Premises and the personal property located in, on or about the Premises within sixty (60) consecutive days after delivery of an additional notice of such determination by certified mail, at Landlord's option, the Premises and any personal property located in, on or about the Premises shall be deemed abandoned and this Lease terminated. Further, in the event of an abandonment of the Premises or any other termination of the Lease or Tenant's right to possession of the Premises, Landlord may sell or otherwise dispose of any personal property thereafter remaining on the Premises.
11. **ALTERNATION.** Tenant shall not make or allow any alternations of any kind or description whatsoever to the Premises without, in each instance, the prior written consent of the Landlord.
12. **LOCK.** Tenant shall provide, at Tenant's own expense, a lock for the Premises, which Tenant, in Tenant's sole discretion, deems sufficient to secure the Premises. Tenant shall not provide Landlord or Landlord's agents with a key and/or combination to Tenant's lock.
13. **RIGHT TO ENTER, INSPECT AND REPAIR PREMISES.** Tenant shall grant Landlord, Landlord's agents or the representatives of any governmental authority, including police and fire officials, access to the Premises upon three (3) days prior notice to Tenant for purposes of inspections and making repairs and alterations of the Premises for purposes of inspecting Tenant's personal property to determine whether property limited or restricted by the terms of this Lease is improperly located on the Premises, and for the purpose of determining if Tenant has abandoned the Premises. In the event Tenant shall not grant access to the Premises as required or in the event of an emergency or upon default of any of Tenant's obligations under this Lease, Landlord, Landlord's agents or representatives of any governmental authority shall have the right to remove Tenant's lock and enter the Premises for the purpose of examining the Premises or the contents thereof for the purpose of making repairs or alterations to the Premises and taking such other action as may be necessary or appropriate to preserve the Premises, or to comply with applicable law or enforce any of Landlord's rights.
14. **NO WARRANTIES.** Landlord hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and the Project, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Premises, and hereby acknowledges and agrees that Landlord does not represent or guarantee the safety or security of the Premises or of any property stored therein. This lease sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.
15. **TERMINATION. Written 30 day notice received by landlord to vacate the unit is required by the first day of the vacating month. If this is not done Tenant will forfeit the security deposit.** Further, this Lease may, at the option of Landlord, be terminated upon any default by Tenant under the terms of this Lease or the abandonment of the Premises by Tenant
16. **CONDITION OF PREMISES UPON TERMINATION.** Upon termination of this lease no later than 4:00p.m. on the last day of the month, Tenant shall remove all of Tenant's personal property from the Premises and shall immediately deliver possession of the Premises to Landlord in the same condition as delivered to Tenant on the commencement date of this Lease, reasonable wear and tear excepted and in broom clean condition.
17. **NOTICES.** Except as otherwise expressly provided in this Lease, any written notices or demands required or permitted to be given under the terms of this Lease may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the address of such party provided for in this Lease. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereof fully prepaid in accordance with the provisions hereof.
18. **NOTIFICATION OF CHANGE OF ADDRESS.** In the event Tenant shall change Tenant's place of residence or place of business from the places herein below set forth, Tenant shall give Landlord written notice of any such change within ten (10) days of the change, specifying Tenant's current residence and business address and telephone numbers
19. **ASSIGNMENT.** Tenant shall not assign or sublease the Premises or any portion thereof.
20. **SUCCESSION.** All of provisions of this Lease shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
21. **CONSTRUCTION.** Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but in any provision of this Lease shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.
22. **TIME.** Time is of the essence of this Lease.
23. **RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place all the Project are made a part of this Lease, and Tenant shall comply at all times with such rules and regulations. Landlord shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises, Project and all common areas, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Project, they shall become a part of this Lease. **End of Lease**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Landlord: _____

Tenant: _____

Signature

Print Name

Signature

Make Rent Checks Payable to:

RCP Management, LLC

PO Box 180708

Delafield, WI 53018

414-708-7300

Address

City,

State

Zip Code

Phone

Alternative Phone

Security: _____

E-Mail

Drivers License

Rent: _____

Total: _____

Please Write Legible