

# All Purpose Storage - Lease Agreement

126 North 30<sup>th</sup> Street, Suite 101  
Quincy, Illinois 62301  
217-224-8830

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In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on the terms set forth below, for the purpose of storing personal property and for no other purposes, the premises described below.

**BY EXECUTION OF THIS LEASE, LESSEE ACKNOWLEDGES THAT ALL PROPERTY NOT CLAIMED UPON TERMINATION OF THIS LEASE WHETHER BY DEFAULT OR OTHERWISE SHALL BE DEEMED ABANDONED UPON SUCH TERMINATION, AND MAY BE DISPOSED OF PURSUANT TO PARAGRAPH 11.**

1. This lease shall be for a month-to-month term (i.e. it shall automatically continue in effect from one calendar month to another unless terminated by either party in accordance with the terms hereinafter stated), except that if the Lease commences on a day other than the first day of a month, the initial term of the Lease shall be the number of calendar days remaining in said calendar month, and immediately thereafter, as of the first day of the next succeeding month, the Lease shall be for a month-to-month term. Either party may terminate this Lease as of the last day of a month by serving the other with written notice of its intention to terminate at least ten (10) days prior to the last day of the current rental month.
2. Lessee shall pay the Monthly Rental punctually on the first day of each month without notice or demand thereof by Lessor. In the event this Lease commences on a day other than the first of the month, the initial rental payment shall be prorated as follows: Occupancy between the first and fifteenth day of the month – full month's rental; occupancy between the sixteenth and last day of the month – one-half month's rental for the current month plus prepayment of the following month's full rental. Without prejudice to any other of Lessor's rights and remedies, Lessor may assess reasonable charges if Lessee defaults hereunder including charges for (I) delinquent payment of rent, (II) return of a check that is not honored, (III) failure to deliver possession upon termination, and (IV) failure to remove property upon termination. If Lessor shall commence any proceedings for nonpayment of any form of rent, Lessee shall interpose no counterclaim of any nature or description therein. Nothing herein contained shall be construed as a waiver of Lessee's right to assert such claim in a separate action brought by Lessee. The covenants herein contained to pay rents and other amounts hereunder shall be deemed independent covenants and Lessee shall have no right to hold back, set off or fail to pay any such amounts for default by Lessor or for any other reason whatsoever.
3. Lessor shall bear no liability whatever for any injury or damage which may arise or accrue on account of Lessor's failure to furnish any utility or service regardless of the cause of such failure, or on account of any malfunction of a utility or any other defect in the Premises, or rain, wind, or other cause, all claims for such injury or damages being hereby expressly waived by Lessee. All property of any kind which may be on the Premises (whether belonging to the Lessee or to third persons) shall be at the sole risk of Lessee or those claiming by, person or party for any injury, loss or damage which may occur in the Unit or upon the Premises. Lessor shall have no responsibility for procuring or carrying insurance of any kind upon contents of the Unit or the Premises. Lessee shall indemnify and hold Lessor and his agents harmless from any and all claims and demands for damages or injury, and against all losses, penalties and expenses, arising from the fault or admission of Lessee. Lessor shall not be liable for any loss or damage resulting from acts, or neglect of other tenants or occupants of the same building or other buildings of the same complex, or visitors; nor shall the Lessor be liable for mysterious disappearances, or missing items of Lessee's personal property. Lessee agrees to waive any right of subrogation against Lessor with respect to any insurance policy relating to the Unit or the Premises.
4. Lessee shall have exclusive control of the unit hereby rented, its contents and the keys, and Lessee assumes all risk of loss or damage of any and all personal property located in the leased unit from any cause whatsoever, and insurance on such property is the responsibility of the Lessee and not of the Lessor.
5. Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses including the collection expense and including a \$20.00 charge for NSF checks that may be incurred by Lessor in enforcing the covenants and agreements of this Lease.
6. In the event that Lessee shall pay rental due hereunder subsequent to the fifth (5<sup>th</sup>) but on prior to the tenth (10<sup>th</sup>) day after such rental shall become due, then Lessor shall have the right to collect and Lessee to pay in addition to the rent reserved, the sum of FIVE DOLLARS (\$5.00) as a late charge. In the event that Lessee shall pay rental due hereunder subsequent to the tenth (10<sup>th</sup>) day after such rental shall become due, then Lessor shall have the right to collect and Lessee to pay in addition to the rent reserved, the sum of TEN DOLLARS (\$10.00) as a late charge. All late charges shall be deemed additional rental, and within Fifteen (15) days after the date when the same shall become due, Lessor shall have the right to re-enter and take possession of the Unit and its contents and upon Five (5) days notice to Lessee of the time and place, to sell such contents either at a public or private sale the proceeds of which shall be applied in payment of the expenses of sale, Lessor's legal

costs and delinquent rents, and the balance of which together with any unsold property shall be delivered to Lessee. Notwithstanding anything contained herein to the contrary, in the event Lessee shall fail to pay the rent due hereunder within FIVE (5) days from the date Lessor shall have the right to overlook the Unit and Lessor shall incur no liability for said action. In the event of default by Lessee under any provision of this Lease, Lessor shall have, in addition to any remedy provided herein or at law, the right to cure such default at it's own expense and to charge such expenses to Lessee as additional rent, with interest hereon at the rate of EIGHTEEN PERCENT (18%) per annum from the date such expense shall be incurred. Neither such re-entry nor the receipt of rent after a default shall bar the right of recovery of rent or damages for breach of covenants, or to make demand for rent, the execution of this lease being sufficient notice and demand and Lessee expressly waiving any further notice or demand. In the event that Lessee's right to possession shall be terminated, Lessor shall have the right to rent the Unit and shall not be required to accept any sublessee offered by Lessee or to mitigate damages payable to Lessor.

7. Lessee shall, at it's own expense, keep the premises in a clean, sightly, and healthy condition.
8. The Premises are leased herein, as is, at the date hereof. Lessor shall furnish electricity for only such lighting as is contained in the Unit at the date hereof. No other utilities are to be furnished by Lessor or used by Lessee on the Premises without the prior written consent of Lessor and on the terms and conditions specified in such written consent. Lessee knows the condition of the leased storage space and has received the same in good condition, except for ordinary wear.
9. Lessee shall make no alterations or additions to the Premises, nor install or maintain in the Premises or any part of the building, interior or exterior, appliances or devices of any kind without, in each case, prior written consent of Lessor and on the terms and conditions set forth in such written consent.
10. If at any time a petition is filed against Lessee in any bankruptcy or insolvency proceedings under any State or Federal law, or Lessee is otherwise adjudged a bankrupt, makes an assignment for the benefit of creditors, fails to pay rent or otherwise breaches any of the covenants by which it is herein obligated, Lessor may, at any time thereafter without notice declare the term of this lease ended, and re-enter the Premises, or any part thereof, without prejudice to any remedies which might otherwise be used for arrears of rent. Lessor shall have, at all times, the right to distrain for rent due and shall have a valid and first lie upon and a security interest in all personal property stored on the premises which Lessee now owns, or any hereafter acquired, or has an interest in, whether exempt by law or not, as security for payment of the rent herein reserved or any amount due because of default hereunder.
11. Lessee acknowledges that since the Premises are leased solely for storage purposes, it is not practical for Lessor to remove and store elsewhere property after termination of this Lease or Lessee's default hereunder, and that Lessor will not be able to relet the Premises as long as the property remains unclaimed. Lessee agree that in the event it does not remove all of it's property from the Premises upon termination of this Lease whether by default or otherwise, all such property shall conclusively be deemed abandoned. At Lessor's option all property so abandoned may be disposed of in any manner and the proceeds applied or retained as Lessor sees fit.
12. This Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
13. Lessee may not assign this Lease, or any rights hereunder, or sublet the Premises without the prior written consent of the Lessor.
14. All notices required herein or given in connection herewith shall be in writing and shall be deemed duly served if delivered by hand to the named individual or, if other than an individual, to an officer or partner of the addressee, or mailed, postage prepaid, certified mail, return receipt requested to the address set forth above.
15. Lessee shall use the Unit only for the storage of personal property owned or leased by Lessee. Lessee shall not permit any unlawful or immoral act or practice to be committed in the Unit or any products composed in whole or in part of naphtha, benzene, gasoline, kerosene, benzene varnish, gunpowder, fireworks, nitroglycerin, phosphorus, saltpeter, nitrate of soda, camphene, spirit gas, or any burning fluid or chemical oils. Vehicles and fuel-driven equipment may be stored only if fuel tanks are removed. All utilities and services furnished by Lessor shall be used by Lessee in a reasonable manner, and unreasonable use thereof shall, at Lessor's option, be cause for immediate termination of this Lease. Lessee shall throughout the term of this Lease, at it's sole cost and expense, comply with any requirements applicable to the Unit or the Premises imposed by any governmental authority having jurisdiction over the Premises. Lessee shall comply with the requirements of any insurance policy held by the Lessor at any time in force with respect to the Premises and shall not permit the Unit to be used for any purpose which would cause the premium to be increased on any insurance policy held by the Lessor. Lessee agrees to abide by all Rules and Regulations now in effect and posted by Lessor and such as may be promulgated from time to time by Lessor in the future to assure the safety and proper care of the storage facilities complex.

NO WORK OF ANY NATURE IS PERMITTED IN THE UNIT OR ON THE ENTIRE PREMISES.

16. If during the term of this Lease title to the whole or substantially all the Unit shall be taken as a result of the exercise of the power of eminent domain, this Lease and all right, title, and interest of Lessee hereunder shall cease and come to and end on the date of vesting of title pursuant to such proceeding and rent shall be apportioned and paid to the date of such vesting of title. Lessor shall receive the entire award made in such proceeding and Lessee hereby waives any interest therein. If during the term of this Lease title to less than the whole or substantially all of the Unit shall be taken in such proceeding, Lessor shall receive the entire condemnation award. Lessee hereby waives any interest therein, and the term of this Lease shall not be reduced or affected in any way.
  
17. Lessee has deposited with Lessor and Lessor shall hold without interest the Security Deposit set forth above to secure the performance of each and every covenant and agreement of Lessee under this Lease. Without prejudice to any other of Lessor's rights and remedies. Lessor may apply the Security Deposit to any unpaid rent or to cure any default of Lessee hereunder or to any amount due to default by Lessee under this Lease. Lessee shall not apply the Security Deposit to the final month's rent hereunder, but upon termination of the Lease and full payment of all amounts due and performance of all Lessee's covenants and agreements, including, but not limited to, cleaning of unit, on time payment of rent, two week advance notice of termination, the Security Deposit or any portion thereof remaining unapplied shall be returned to Lessee.
  
18. The term of this Lease shall automatically be extended on a month-to-month basis until either party shall deliver to the other written notice of it's intention to terminate this Lease as of the First (1<sup>st</sup>) day of the month succeeding the month during which delivery of notice shall occur. Said delivery shall be made not later than the Twentieth (20<sup>th</sup>) day of the month prior to the month in which termination shall occur pursuant to such notice. Notwithstanding the foregoing, the monthly lease payments may be increased by the Lessor upon THIRTY (30) days written notice to Lessee.

UNIT NUMBER: \_\_\_\_\_ UNIT SIZE: \_\_\_\_\_ DMI LOCK: YES NO

Lease commences on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

Monthly rental Charges: \$\_\_\_\_\_

Security Deposit: \$\_\_\_\_\_

All rental payments are to be made to **DMI Properties, LLP**  
**126 North 30<sup>th</sup> Street, Suite 101**  
**Quincy, IL 62301**

**I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS LEASE AGREEMENT.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

Lessor: \_\_\_\_\_  
 DMI Properties, LLP

Lessee: \_\_\_\_\_  
 (please print)  
 \_\_\_\_\_  
 (signature)  
 \_\_\_\_\_  
 (mailing address)  
 \_\_\_\_\_  
 (city, state zip code)  
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