

**POWELL'S SELF STORAGE**

|          |
|----------|
| Space #: |
|----------|

**STORAGE RENTAL AGREEMENT**

(Please print clearly)

|                                  |                               |      |
|----------------------------------|-------------------------------|------|
| Tenant Name:                     |                               |      |
| Address:                         |                               |      |
| City:                            | State:                        | Zip: |
| Cell Phone:                      | Alternate Phone:              |      |
| Email:                           | Active Military:    No    Yes |      |
| Driver's License/ID #:           | State Issued:                 |      |
| Auto Year, Make, & Model:        | Plate #:                      |      |
| Required Alternate Contact Name: |                               |      |
| Address:                         |                               |      |
| City:                            | State:                        | Zip: |
| Cell Phone:                      | Alternate Phone:              |      |
| Email:                           |                               |      |

**Tenant hereby leases from Powell's Self Storage, (hereinafter called "Owner") a Storage Space at the rate of rental set forth below, for a minimum of 30 days and after that as a perpetual contract, subject to all terms and conditions of the rental agreement as contained herein, unless terminated according to provisions hereof, and subject to the following terms:**

**1. RENT:** Tenant shall pay in advance \$ \_\_\_\_\_ + tax per month for rent, payable on or before the first day of each month, and every calendar month thereafter to: **POWELL'S SELF STORAGE, 20544 M-82, HOWARD CITY, MI 49329.** Office hours are posted and a drop slot is located in the front door for after hours payments. Automatic payments are available with a signed credit card authorization. No bills or invoices will be sent. Early payment is encouraged, but partial payments will not be accepted. Rent is delinquent after the 1st day of each month. Rent must be received by the 5th day of the month or Tenant is in default, and Storage Space will be overllocked and all fees apply without notice. A lien notice will be sent to the Tenant address provided, and public sale of all contents will be scheduled. Owner reserves the right to change the rental rate and or fees with 30-day written notice.

**2. DEPOSIT:** Tenant shall pay in advance \$ \_\_\_\_\_ to be held by Owner for faithful performance of the terms of this Agreement, and for a damage, security, cleaning deposit. For deposit return, submit the attached 15-DAY WRITTEN NOTICE OF INTENT TO VACATE on or before the 15th of the month of move-out. When unit is empty and clean, email an open door photo (with unit number visible) to: **powells5014@gmail.com** The deposit, less all charges for cleaning, repairing, replacement of any missing items, or other amounts due under this agreement to compensate Owner for any loss or damage caused by breach of Tenant, including delinquent rent, fees, and other charges allowed by law, shall be refunded to Tenant within 30 days after Tenant vacates Storage Space and provides photo. If for any reason Tenant fails to occupy premises, all deposits and rent paid to Owner shall be forfeited. No refunds are given for failure to move in.

**3. USE:** No modifications of any kind are permitted in Storage Space. No heat or electric is provided. Tenant agrees to use Storage Space for storage only, and maintain and keep Storage Space in good condition and repair, ordinary wear and tear excepted. Tenant will not use Storage Space as a business, office, shop, vehicle repairs, garage sales, lodging or sleeping, or for any illegal purpose. Tenant shall comply with requirements of any policy of insurance held by Owner. Tenant will not use any auxiliary heating source, and will not store anything hazardous, explosive, toxic, corrosive, flammable, odorous, perishable, stolen, guns, ammo, or anything alive or dead. Autos, mowers, tillers, snow blowers, etc., shall be drained to a reasonable level by Tenant, and floors protected by Tenant prior to storage. Subleasing or assigning is not permitted, and Tenant must only store property owned by Tenant. Restrooms and dumpsters are not provided. Tenant shall not allow any animals or pets on the premises. Tenant must supply their own lock.

**4. DEFAULT: If rent is more than five (5) calendar days past due, Tenant is in default.** On the sixth (6th) calendar day of the month, Owner shall deny access to Tenant by overlocking, and fees apply without notice. Owner shall have a lien on all property stored by Tenant in Storage Space for rent, labor, and other charges including but not limited to late fee, collection fees, overlock fee, unlock fee, auction fees, attorney fees, and court costs. If Tenant fails to pay rent or fails to fulfill any of the agreements herein specified, Owner may bring an action for restitution as allowed by Michigan Law, and the Michigan Self-Service Storage Facility Act 148 of 1985. If Tenant does not pay total amount necessary to satisfy the lien, fees, and reasonable expenses incurred by Owner within ten (10) calendar days after the default notice is mailed or emailed to Tenant, Tenant's property in or on the premises will be advertised for public sale at the following online auction website: [www.storage-treasures.com](http://www.storage-treasures.com) Tenant lock will be removed, and Owner will enter Tenant's Storage Space to compile an inventory required by law, for inclusion in the public sale advertisement. Photos will be taken. Storage Space will then be secured with Owner lock and seal. Owner remedy is not limited to a sale of Tenant's stored property. Owner may obtain a judgment for all amounts owed, and may satisfy the same by wage garnishment or any other means provided by law. All written notices are deemed dated and delivered upon deposit in United States Postal Service, or when transmitted by electronic mail, whether received or not.

**5. FEES:** Tenant agrees to pay all fees set forth below and in this agreement including, but not limited to:

- A. Late Fee: If Tenant fails to pay rent by 4:00 pm on the fifth (5th) day of each month, a \$20 late fee will be charged to the Tenant's account. Additional fees may also apply.
- B. Overlock Fee: If Tenant fails to pay rent by 4:00 pm on the fifth (5th) day each month, a \$30 overlock administrative fee will be charged to the Tenant's account. Additional fees may also apply.
- C. Unlock Fee: If Tenant pays all past due rent and fees, and a \$50 unlock fee by 4:00 pm on the fifteenth (15th) day of the month, Owner lock will be removed, and Rental Agreement may continue as written.
- D. Returned Check Fee: A fee of \$35.00 shall be charged for each returned or non-sufficient funds check. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

**6. ABANDONMENT:** If Tenant abandons the Storage Space or are dispossessed by the process of law, or otherwise, then Owner shall have the right to take immediate possession of and re-enter Storage Space. All articles left in or upon the premises upon termination of the lease for any reason, shall be disposed of by Owner as becomes necessary in a manner as Owner may see fit and proper, and without recourse by the Tenant. Owner herein is further given the right to use the Tenant's security deposit to cover disposal expenses.

**7. TERMINATION:** To terminate this agreement, Tenant agrees to provide advanced written notice fifteen (15) days prior to the last day of the month of occupancy. 15-DAY WRITTEN NOTICE OF INTENT TO VACATE is attached. Tenant must leave Storage Space empty, broom clean, and in good condition. If Tenant fails to empty, clean, and repair Storage Space upon vacating, Tenant will pay all costs Owner incurs to empty, clean, and repair damages caused by Tenant and/or their guests. Any property left in the Storage Space or on the premises after the last day of the month of occupancy shall be deemed abandoned, and will be disposed of by Owner without notice or liability to the Tenant. There is no proration for the last month of occupancy, and no refunds given. **If proper written notice is not received 15 days prior to move out, your entire deposit and all rent paid by you will be forfeited, for breach of contract.**

**8. INSURANCE:** Tenant property is not insured by Owner against loss or damage. All personal property stored within the Storage Space by Tenant shall be at Tenant's sole risk. Under no circumstances shall Owner be deemed a custodian of Tenant's personal property. In accordance with Michigan Law, Owner shall have a lien against all property stored in the Storage Space, upon move-in. Owner and it's agents shall not be held liable for any loss or damage to any stored property due to, but not limited to theft, fire, weather, moisture, rodents, leaks, negligence, third parties, other casualties, or acts of God. Tenant shall indemnify and hold harmless from and against, any and all loss or damage from the afore mentioned causes to any and all property stored by Tenant. Verbal statements do not constitute warranties. Tenant is strongly encouraged to obtain a renters insurance policy to cover Tenant, personal property coverage for damage, theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc. In the event of damage or loss caused in any manner by the Tenant, Tenant Visitor, or Tenant Agent, Tenant at Tenant's sole cost and expense, shall promptly restore said Storage Space and property to condition immediately prior to such damage or destruction thereof. Owner is not responsible for acts of persons entering the premises. Rent at your own risk.

**9. MISCELLANEOUS:** All conditions and provisions herein shall apply to, bind and obligate the heirs, agents, successors, assigns, and personal representatives of the parties hereto. Captions appearing in the Agreement are for convenience, and do not define, limit, construe, or describe the scope or intent of any of the provisions of this Agreement.

This Agreement contains the entire agreement between the parties hereto and supersedes any prior written or verbal agreements. Tenant hereby waives trial by jury in any action, proceeding, or counterclaim brought on any and all matters arising out of this Agreement, or the use of occupancy of the Storage Space. Time is of essence, and this Agreement shall be governed and interpreted by the Laws of the State of Michigan. This is a legal binding contract.

**NOTICE: IF YOU FAIL TO MAKE YOUR REQUIRED PAYMENTS, YOU WILL HAVE TO VACATE THE STORAGE SPACE, OR YOUR PROPERTY MAY LATER BE SOLD AT A PUBLIC SALE. BEFORE THE SALE, YOU WILL BE NOTIFIED BY FIRST-CLASS MAIL OR ELECTRONIC 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 IN WRITING 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.**

*By signing below, I acknowledge that I have read, understand, and agree to all of the terms, fees, conditions, charges, and provisions contained herein.*

\_\_\_\_\_  
Signature - Tenant Date

\_\_\_\_\_  
Signature - Owner/Agent Date

Office Address: 20544 M-82, Howard City, MI 49329 PH: 231.937.5014 Email: powells5014@gmail.com

-----  
(Cut here and return to Powell's. Drop slot available after hours.)

**POWELL'S SELF STORAGE  
15-DAY WRITTEN NOTICE OF INTENT TO VACATE**

Printed Name: \_\_\_\_\_ Last Day: \_\_\_\_\_

Phone #: \_\_\_\_\_ Unit #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

*By signing below, I understand and agree that for any remaining deposit amount to be refunded to me, I must email an open-door photo of the clean empty unit (with unit number showing) to: powells5014@gmail.com*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Due: 15th of month)

Office Address: 20544 M-82, Howard City, MI 49329 PH: 231.937.5014 Email: powells5014@gmail.com

**POWELL'S SELF STORAGE  
CHANGE OF ADDRESS/PHONE NUMBER**

Printed Name: \_\_\_\_\_

New Phone #: \_\_\_\_\_ Unit #: \_\_\_\_\_

New Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Address: 20544 M-82, Howard City, MI 49329 PH: 231.937.5014 Email: powells5014@gmail.com

-----  
(Cut here and return to Powell's. Drop slot available after hours.)

**POWELL'S SELF STORAGE  
CREDIT CARD AUTHORIZATION**

Rent \$: \_\_\_\_\_ + tax

Unit #: \_\_\_\_\_

(please print clearly)

|                  |            |
|------------------|------------|
| Name on Card:    | ZIP Code:  |
| Card Number:     | CVV Code:  |
| Expiration Date: | Card Type: |

*By signing below, I authorize monthly credit/debit card payments be made to Powell's Self Storage, and I acknowledge that it is my responsibility to inform Powell's of new card information at least 10 days prior to the expiration date on the card on file. I understand that all monthly credit/debit card rental payments may be processed on the first day of each month, and no refunds are given.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Office Address: 20544 M-82, Howard City, MI 49329 PH: 231.937.5014 Email: powells5014@gmail.com