

**Storage Space Rental Agreement**  
RockfordVehicleStorage.com

This Storage Space Rental Agreement (“Agreement”) is entered into on the Effective Date between the Owner and Customer, as set forth below.

1. **Defined Terms.** The following terms used in this Agreement shall mean as follows:

Effective Date: \_\_\_\_\_

Owner:	Rockford Vehicle Storage, LLC 3636 N. Kilbourn Chicago, Illinois 60641 Attn: Billing Department Phone: _____ 815-978-8588 Email: _____ jesseleigh@comcast.net	Mail checks to address below <b>Jesse Leigh</b> <b>5568 Blackhawk Road</b> <b>Rockford, IL 61109</b>
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Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Storage Location: 1802 Preston Street Rockford, Illinois

Term: \_\_\_\_\_

Contents: \_\_\_\_\_

Storage Fee: \_\_\_\_\_

2. **Storage.** In exchange for Customer’s payment of the Storage Fee, and subject to the terms and conditions set forth in this Agreement, Owner hereby grants Customer the right to store the Contents at the Storage Location during the Term.
3. **Term.** Customer agrees to arrange for the pickup of its Contents prior to expiration of the Term. If Customer’s Contents remain at the Storage Location beyond the last day of the Term, then the Term of this Agreement shall extend on a month-to-month basis at a rate of 150% of the Storage Fee.
4. **Drop-Off / Pick-Up.** Customer must make drop-off and pick-up arrangements with Owner no less than one (1) calendar week in advance. Depending on the location of the Contents at the Storage Location, Owner may require greater than one (1) week prior notice.
5. **Storage Fees and Charges.**
  - (a) Customer shall pay Owner the Storage Fee on or prior to the first day of the Term. If the Storage Fee is to be paid on a monthly basis, Customer agrees to pay Owner the monthly Storage Fee no later than the first day of each calendar month during the Term.
  - (b) All payments shall be made to Owner at the Owner’s address set forth above, without notice, demand, deduction or offset. There will be no proration for the last month of the Term. The tender of partial payments, if accepted, shall not serve to waive or avoid the legal effect of prior notices given to Customer.
  - (c) If Customer does not pay in full all amounts due under this Agreement on or prior to the fifth (5th) day following the due date thereof, then Customer shall be charged and shall pay Owner a \$15.00 late charge per occurrence. If any Customer check is returned for any reason, Customer shall pay Owner, on demand, a service charge of \$ 25.00 for each returned check. Owner will

deduct all charges and fees from any payment received and credit the remaining balance to applicable Storage Fees.

6. **Customer's Ownership; Security Interests.** Customer represents and warrants to Owner that Customer has legal ownership of and right of possession of all Contents located at the Storage Location. Customer certifies it has furnished Owner with a list of names and addresses of all third parties who may have a security interest in, or lien upon, any Contents stored at the Storage Location. The list shall specify each item and shall identify the third party who has a security interest therein. Customer shall indemnify and save Owner and its agents harmless from and against any and all causes of action due to the sale and/or other disposition by Owner of Contents and items of personal property stored at the Storage Location in which third parties hold a lien or have any legal interest whatsoever. The provisions of this paragraph shall survive termination of this Agreement.
7. **Owner's Lien.** Owner shall have a lien on the Contents and upon the proceeds from the sale thereof to secure Customer's payment of the Storage Fees and all other fees, charges and expenses arising under this Agreement. Owner may enforce this lien at any time, including by selling all or any part of the Contents, in accordance with applicable law.
8. **Use; Compliance with Laws.** Customer shall not make use of the Storage Location for any purpose other than storage of the Contents during the Term. Customer shall not generate, release, store, or dispose of in or around Storage Location any flammable, corrosive, organic, biological, chemical, odorous, noxious, or other dangerous or hazardous materials. Customer shall comply with all municipal state, and federal laws and regulations affecting its use of the space. Customer shall indemnify, defend, and hold Owner harmless from any and all claims, damages and expenses (including attorneys' fees and investigative, remedial and response costs) arising out of Customer's violation of this paragraph. Any violation of these terms or provisions shall constitute a default under this Agreement.
9. **No Bailment.** Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. Owner exercises no care, custody or control over the Contents or any other Customer property located on, at or around the Storage Location.
10. **Termination.** Either party may terminate this Agreement, for any reason, upon thirty (30) days' prior written notice to the other party. If this Agreement is terminated for any reason, Customer shall promptly arrange the removal of all Contents from the Storage Location, subject to payment of all outstanding fees and charges due hereunder. If Customer does not promptly remove the Contents, Owner may, without liability, remove and sell the Contents at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Contents (to the last known place of business of the person to be notified) in the manner provided by law. If Owner, after a reasonable effort, is unable to sell the Contents, Owner may dispose of them without liability in any lawful manner.
11. **As-Is.** Owner makes no representation or warranty regarding the condition of the Storage Location. Customer has inspected and accepts the Storage Location in its "AS-IS" condition.
12. **No Owner Insurance.** Customer assumes responsibility for all loss and damage to Contents and personal property located at the Storage Location. CUSTOMER'S CONTENTS AND PERSONAL PROPERTY AT THE STORAGE LOCATION ARE NOT INSURED BY OWNER AGAINST ANY LOSS OR DAMAGE WHATSOEVER.
13. **Limitation of Liability.**
  - (a) Owner and Owner's members, employees, attorneys' and agents shall not be liable for any damage or loss to any person, property or Contents on, at or around the Storage Location arising from any cause whatsoever including, without limitation, fire, theft, disappearance, mold, mildew, water, rain, rodents, insects, acts of God, acts or omissions, to greatest extent permitted by applicable law.
  - (b) IN NO EVENT SHALL OWNER BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT

LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT.

- (c) IN NO EVENT SHALL OWNER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER TO OWNER UNDER THIS AGREEMENT.

**14. Indemnification.** Customer shall indemnify, defend, and hold Owner and Owner's members, employees, attorneys' and agents harmless from and against any and all claims, losses, costs, liabilities, damages and expenses including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent arising from or in connection with (i) Customer's breach of this Agreement, (ii) Customer's use of the Storage Location, and (iii) all injury, death and property damage to Customer and any agent or invitee of Customer at, on or around the Storage Location. The provisions of this paragraph shall survive termination of this Agreement.

**15. Fire; Condemnation.** If fire or other casualty causes damage to the Storage Location or the Storage Location is totally or partially taken by way of eminent domain, Owner may terminate this Agreement by delivery of written notice to Customer and, upon such termination, all charges, fees and other sums owing hereunder shall be paid up to the date of such termination or taking.

**16. Miscellaneous.**

- (a) Access; Inspection. During the Term (i) Customer shall have access to the Storage Location during Owner's business hours, which are subject to change by Owner, and (ii) Owner may enter, operate and inspect the Contents and any other property located at the Storage Location.
- (b) Rules. Customer shall comply with any and all reasonable rules established from time to time by Owner.
- (c) No Assignment; No Subletting. Customer shall not assign this Agreement, or sublet all or any part of the Storage Location, without the prior written consent of Owner in each instance.
- (d) Notices. All notices and communications between the parties in connection with this Agreement shall be set forth in writing and shall be delivered or sent personally, by prepaid registered or certified mail, or by nationally recognized, receipted, overnight delivery service (such as Fed Ex), addressed to Owner and Customer at their respective addresses set forth on the first page of this Agreement. All such notices and communications shall be deemed delivered (i) on the date of delivery if personally delivered, (ii) three (3) days after mailing if sent certified or registered mail, and (iii) the next business day if sent by nationally recognized, receipted, overnight delivery service (such as Fed Ex). Any such party may, from time to time, by notice, as herein provided, designate a different address to which notices to it shall be sent.
- (e) Subordination. Customer's possession rights and this Agreement are subject and subordinate to any and all present or future ground leases and mortgages affecting the Storage Location.
- (f) No Waiver. No failure or delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.
- (g) Construction; Severability. In the event of vagueness or ambiguity, this Agreement shall not be construed against any party preparing it, but shall be construed as if the parties prepared it jointly. The terms and provisions of this Agreement shall be deemed separable, so that if any term or provision is deemed to be invalid or unenforceable, such term or provision is deemed deleted or modified so as to be valid and enforceable to the fullest extent permitted by applicable law. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

- (h) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles. All matters arising in connection with this Agreement shall be litigated solely in the State courts sitting in Rockford, Illinois, and the parties irrevocably consent to the personal jurisdiction before such courts.
- (j) Waiver of Jury Trial. OWNER AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY ACTION AT LAW OR EQUITY ARISING IN CONNECTION WITH THIS AGREEMENT.
- (k) Attorneys' Fees. In the event that Owner is required to institute any legal action or proceeding for the enforcement of any right or obligation arising under this Agreement, and Owner prevails in such legal action or proceeding, then Owner shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- (l) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- (m) Headings; Counterparts. The headings of this Agreement are for reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- (n) Entire Agreement. This Agreement sets forth the entire and complete agreement of the parties, and supersedes any previous communications, representations or agreements, whether oral or written, with respect to this Agreement and may not be modified except as set forth herein. This Agreement may not be amended unless set forth in writing signed by each party.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN WITNESS WHEREOF, OWNER AND CUSTOMER HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST SET FORTH ABOVE.

CUSTOMER:

OWNER:

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Signature

**Rockford Vehicle Storage, LLC,**  
an Illinois limited liability company

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