

SELF-STORAGE TENANCY AGREEMENT

OPERATOR: Q-Bitz LLC
FACILITY ADDRESS: 5865 Highway 42
 Sturgeon Bay, WI 54235
PHONE: 920-743-6005
EMAIL ADDRESS:

PLEASE MAIL RENT PAYMENTS TO:

MAILING ADDRESS: Q-Bitz LLC
 5865 Highway 42
 Sturgeon Bay, WI 54235

TENANT INFORMATION:		
NAME:		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
HOME PHONE:	WORK PHONE:	CELL PHONE:
EMAIL ADDRESS:		

SPACE, RENTS, FEES AND CHARGES:		
SPACE #:	RENT DUE ON THE _____ DAY OF THE MONTH	
APPROXIMATE SIZE:		DAYS FOR NOTICE OF TERMINATION: 30
RENT AMOUNT:	\$ _____	DEPOSIT AMOUNT: \$ _____
LATE FEES:	\$ _____	LATE FEES CHARGED AFTER 5 DAYS DELINQUENT.
NSF CHECK CHARGES:	\$ _____	
TRANSFER FEES:	\$ _____	OTHER CHARGES: LOCKOUT FEE \$ _____
TERM OF LEASE:	MONTH TO MONTH COMMENCING ON: _____	

Do not sign this Lease until you have read it, including the provisions on all pages, and fully understand it. This agreement limits the Operator's liability for loss of or damage to your stored property. If you have any questions concerning its legal effects, consult your legal advisor.

 Tenant's Signature
 Q-BITZ LLC

 Tenants Signature

By: _____
 Operator's Signature

 Date

NOTICE OF LIEN: Pursuant to Wisconsin State Law, the Operator has a lien on Lessee's stored property for the rent and other charges. Operators may sell Lessee's property in accordance with Section 704.90 of the Wisconsin Statutes if Lessee fails to pay rent and other charges when due, and if personal property is abandoned after termination of this Agreement.

Operator rents to Lessee (Tenant) the storage space Indicated above pursuant to the following terms and conditions:

TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month to month basis or other term as indicated above. The minimum rental term is one month.

RENT: The rent shall be the amount stated above and paid to Operator in the following manner:

By check made out and mailed or delivered to: Q-Bitz LLC
5865 Highway 42
Sturgeon Bay, WI 54235

Rent is due each month on the date shown above and without demand. Operator may change the monthly rent or other charges by giving Tenant thirty days (30 days) advanced written notice by first class mail at the last known address on file. The new rent and/or other charges shall become effective on the next date that rent is due.

Prepaid rent is not refundable.

LATE CHARGES AND OTHER FEES: Tenant agrees to pay the Operator late fees as indicated on the first page of this Lease. Tenant shall pay Operator any indicated fees for each letter sent Tenant notifying Tenant of the default. Tenant agrees to pay Operator the indicated NSF check charges plus all bank charges for any dishonored checks. These fees are considered additional rent and are to compensate Operator labor and other costs of collection. In the event of default, Tenant agrees to pay all collection and lien costs incurred by Operator.

DENIAL OF ACCESS: When rent and/or other charges remain unpaid for seven (7) consecutive days, Operator may deny Tenant access to the storage space.

TERMINATION: 30 days advanced written notice by Operator or Tenant as indicated on the first page of this Lease to the other party will terminate this tenancy. Tenant must leave space broom clean and in good condition. Tenant is responsible for all damage.

USE OF STORAGE SPACE: Tenant shall not occupy space as a residence or sleep in unit and shall not keep live animals in the unit. Operator is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Operator exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant and NOT to use the space as a work area. Tenant waives any claim for emotional or sentimental attachment to the stored Property.

Nothing herein shall constitute any agreement or admission by Operator that Tenant's stored property has any value, nor shall anything alter the release of Operator's liability set forth below. Tenant is responsible for removing snow in front of their unit. No work is allowed in the unit unless written approval is received from Operator.

HAZARDOUS OR TOXIC MATERIAL PROHIBITED: Tenant is strictly prohibited from storing or using material in the storage space or on the facility classified as hazardous, toxic, or illegal under any local, state or federal law or regulation, and from engaging in any activity which produces such material. Tenant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Operator, arising out of the storage or use of any hazardous, toxic, or illegal material by Tenant, Tenant's agents, employees, invitees or guests. **Operator may enter the storage space at any time to remove and dispose of hazardous or toxic materials at Tenant's cost.**

INSURANCE: Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both the Tenant and Operator. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Operator, Operator's agent or employees for loss of or damage to stored property.

RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Operator and Operator's agent and employees shall not be liable for any loss of or damage to any personal property in the storage space at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Operator, Operator's agent or employees.

RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY: Operator, Operator's agent and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage space or the self-storage facility, even if such injury or death is caused by the active or passive acts or omissions or negligence of the Operator, Operator's agent or employees.

INDEMNITY: Tenant agrees to indemnify, hold harmless and defend Operator from all claims, actions or causes of action (including attorney's fees and all cost) that are hereinafter brought by others arising out of Tenant's use of the storage space and common areas including claims for Operator's active negligence.

CHANGE OF ADDRESS: Tenant must provide address changes to Operator in writing or email. Such change will become effective when received by Operator. It is Tenant's responsibility to verify that Operator has received and recorded the requested change of address.

LOCKS: Tenant shall provide, at Tenant's own expense, a lock that Tenant deems sufficient to secure the space. If space is found unlocked, Operator may, but is not obligated to, take whatever measures Operator deems reasonable to re-secure the space, with or without notice to Tenant. The absence of a lock shall entitle the Operator to presume conclusively that the unit has been vacated. Operator does not warrant or maintain padlocks, whether purchased from or provided by Operator. Tenant is allowed to place only ONE lock on storage space. If Tenant chooses to place two locks on storage space, and rent is 7 days or more past due, one of the locks will be removed and destroyed in the process. The lock that is destroyed will not be replaced by Operator.

RULES AND REGULATIONS: Operator shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Tenant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

PROPERTY LEFT IN THE STORAGE UNIT: Operator may dispose of any property left in the storage space or on the storage facility by Tenant after Tenant has terminated his or her tenancy. Tenant shall remove all contents from storage space when vacating. OPERATOR DOES NOT PROVIDE RUBBISH DISPOSAL FOR TENANTS. Tenant shall be responsible for all cost incurred by Operator for disposing of such property.

TENANT ACCESS: Tenant access to the storage facility may be conditioned in any manner deemed reasonably necessary by Operator to maintain order. Such measures may include, but are not limited to, hours of operation, requiring verification of Tenant's identity, and inspecting vehicles that enter the storage facility.

OPERATOR'S RIGHT TO ENTER: Tenant grants Operator, Operator's agent or representative of any governmental authority, including police and fire officials, access to the storage space upon 12 hours advanced notice to Tenant. In the event of emergency, Operator, Operator's agent or any representative of any governmental authority may enter the unit without notifying Tenant and take such action that may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Operator's rights.

NO SUBLETTING: Tenant shall not assign or sublet the storage space without the written permission of the Operator. Operator may withhold permission to assign or sublet space for any reason or no reason in Operator's sole discretion.

WAIVER OF JURY TRIAL: Operator and Tenant waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint in any action brought by either Operator against Tenant, or Tenant against Operator, or Operator's agent or employees, on any matter arising out of, or in any way connected with this agreement, Tenant's use of the storage space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any of Tenant's agents, guests or invitees.

NOTICES: All notices required by this agreement shall be sent by first class mail postage prepaid to Tenant's last known address. Notice shall be deemed given when deposited in the United States mail. Tenant agrees that such notice is conclusively presumed to have been received by Tenant five (5) days after mailing, unless returned to Operator by the United States Postal

Service. All statutory notices shall be sent as required by law.

NO WARRANTIES: NO EXPRESSED OR IMPLIED WARRANTIES ARE GIVEN BY OPERATOR, OPERATOR'S AGENTS OR EMPLOYEES AS TO THE SUITABILITY OF THE STORAGE SPACE FOR TENANT'S INTENDED USE. OPERATOR DISCLAIMS AND TENANT WAIVES ANY IMPLIED WARRANTIES OF SUITABILITY OR FITNESS FOR A PARTICULAR USE.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Operator and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Tenant's property, and that Tenant has made his own determination of such matters solely from inspection of the storage space and the facility. Tenant agrees that he or she is not relying, and will not rely, upon any oral representation made by Operator or by Operator's agent or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that this agreement may be modified only in writing and signed by both parties.

SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all legal successors in interest, assigns, or representatives of the parties hereto.

ENFORCEMENT: If any part of this agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

TENANT INFORMATION: <u>ALL SECTIONS MUST BE COMPLETED.</u>		
NAME:		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
HOME PHONE:	WORK PHONE:	CELL PHONE:
EMAIL ADDRESS:		

EMERGENCY CONTACT: Pursuant to Section 704.90, Wisconsin Statutes, every rental agreement allows the Tenant to specify the name and last known address of a person who, in addition to the Tenant, the landlord is required to notify under Section 704.90(5)(b)(1), Wisconsin Statutes. (A complete copy of Section 704.90, Wisconsin Statutes, is available upon request from the Operator.) Please select one of the following:

EMERGENCY CONTACT INFORMATION

- I DO NOT wish to list an emergency contact
- I wish to list an emergency contact as detailed below:

NAME:	
ADDRESS:	
Other authorized to access storage space:	

BRIEF DESCRIPTION OF PROPERTY BEING STORED. Please provide us with a brief description of the property you will store.

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Self-service storage

Do you need a place to store your things? A self-service storage facility may be the answer.

Before renting, know that you, the lessee, are responsible for everything in your rental unit. This means that unless the rental agreement specifies otherwise, the owner of the facility is not liable under Wisconsin law for damage due to mold, mildew, pests, etc. Thus, you should make sure that the facility is secure from break-ins, vermin, and water damage. Also, take into consideration that heating and ventilation in a facility may help to prevent mildew.

The rental agreement must be in writing. From the start of the agreement, the facility owner has a lien on anything stored in the unit. This means that if you stop making rent payments or abandon the property, the owner can prevent access, or eventually, sell your possessions to recover owed rent. Renters may be considered in default just seven days after payment is due under the rental agreement.

When a lessee defaults, the operator may prevent access to the property until the lessee pays their owed rent. The operator may charge a monthly late fee if payment is 5 weekdays late, in the amount of \$20 or 20% of the rent amount – whichever is greater.

The operator must make two attempts to contact the lessee when in default – first via regular mail and then via certified mail. If there is no response, the owner can begin to make plans to sell the property. Renters can get their property back any time before the sale if overdue rent charges are paid.

Before signing a contract for storage services, read it carefully. Check to see if any insurance is offered on your items while in storage. Make sure you understand and agree with all provisions in the contract, and then be sure your payments are up-to-date.

Self-service storage facilities are not inspected or licensed by the state.

For more information or to file a complaint, visit our website or contact the Bureau of Consumer Protection.

**Bureau of Consumer Protection
2811 Agriculture Drive
PO Box 8911
Madison WI 53708-8911**

**E-MAIL:
DATCPHotline@wi.gov**

**WEBSITE:
datcp.wi.gov**

(800) 422-7128

FAX: (608) 224-4677

TTY: (608) 224-5058

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