

MAC YARD LLC  
13520 MERRIMAN RD  
LIVONIA, MI 48150

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EMAIL: outdoorstorage@macyardllc.com

LOT NUMBER \_\_\_  
KEY CODE \_\_\_

## STORAGE RENTAL AGREEMENT

This STORAGE RENTAL AGREEMENT (hereinafter "Agreement") dated \_\_\_\_\_ by and between Mac Yard, L.L.C., of Livonia, Michigan, hereinafter referred to as "Lessor", and

NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
PHONE:	
ALTERNATE PHONE:	
DRIVERS LICENCE:	
EMAIL:	

VEHICLE:	
PLATE:	
YEAR/MAKE/MODEL:	
INSURANCE/POLICY #/PHONE:	
SIZE:	

hereinafter referred to as "Renter".

1. Rental Space. Lessor hereby rents to Renter and Renter hereby agrees to rent the following described rental Space upon the terms and conditions contained in this Agreement.

The portion of the Mac Yard, L.L.C. storage yard facility located at 13520 Merriman Road, Livonia, MI 48150 to accommodate the storage of Renter's \_\_\_\_\_.

Rental Term. Renter hereby rents the Unit for a period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
\_TBD\_\_\_\_\_ (herein "Term").

2. Rent. Renter agrees to pay rent (herein "Rent") for the Storage Space, without any setoff, during the Term of this Agreement, in monthly installments in the amount \$\_\_\_\_  
(PER MONTH)

Such Rent shall be paid to the Lessor on or before the contract date of each month, in advance and in lawful currency, at such place as the Lessor may from time to time designate in writing. The first month's Rent due \_\_\_IMM\_\_\_\_\_ shall be paid in advance upon execution of this Agreement. In the event any monthly payment of Rent and/or other amount due and owing by Renter to Lessor is more than then (10) days after such payment is due, Renter shall pay in addition thereto a late charge in the amount of Twenty Dollars (\$20.00). Said late charge may be deducted from the security deposit identified in paragraph 4. In the event Renter tenders a check to Lessor which is returned for "non-sufficient funds" Renter shall pay an additional fee to Lessor in the amount of Twenty-Five Dollars (\$25) for each occurrence. Renter agrees to give Lessor at least a 30-day notice of leaving the rental space. Not giving this amount of notice, the renter agrees to pay the full amount until the next monthly payment is due.

3. Security Deposit. Renter shall deposit a security deposit with Lessor in the amount of \$\_\_\_\_\_00\_\_\_\_\_ on the date of execution of this Agreement. In the event of the breach of this Agreement by Renter, damages caused by such breach shall be deducted from the deposit. After the term of this agreement, any holding over period, as defined by paragraph 11, the security deposit shall be returned to Renter provided, however, Renter has paid all rent, late fees, and redelivery of possession costs. In the event Renter has failed to pay all such costs, on or before such date, Lessor may apply the security deposit towards all such costs.

4. Indemnification and Insurance. Renter agrees to protect, indemnify and keep and save harmless Lessor against and from any and all loss, cost, damage or expense, including attorney fees, arising out of any accident or other occurrence causing injury to any person or the stored property whomsoever or whatsoever and due to the use or occupation of the Storage Space by Renter or any person or persons holding or occupying under Renter. Renter shall maintain his, her or its own insurance with respect to his, her, or its property located by Renter at the Storage Space. Renter waives all claims of recovery which Renter may have against the Lessor and its agents, employees, invitees and licensees, for any loss, damage or other liability arising from or caused by any hazard which is to be covered by insurance required to be obtained under this Agreement or otherwise obtained by the Renter regardless of the cause or the damage, loss or liability and notwithstanding that such loss, damage or other liability may result from the fault or negligence of the Lessor, its agents, employees, invitees or licensees.

5. Security Agreement. Renter hereby gives to Lessor a security interest in any and all property, which is stored in the Storage Space ("Collateral"). The security interest is given by Renter to Lessor to secure any and all debts arising out of this Agreement.

6. Default. Renter understands, acknowledges and agrees that in the event any Rent due and owing lessor under this Agreement which is over twenty (20) days past due, Lessor shall have the right to take immediate possession of the Collateral located in the Unit. Renter further understands, acknowledges and agrees that in the event any Rent remains past due for a period in excess of sixty (60) days after the Lessor takes possession of the Collateral and provides written notice to the Renter, the Lessor may at its sole discretion sell the Collateral and recover the amount owing to Lessor. In addition thereto, the Lessor may recover the expenses of taking, prepaying for sale, selling and reasonable attorney fees and expenses involved in the sale of the Collateral. The rights of the parties hereto shall be governed by the Uniform Commercial Code, which provisions are in addition to the provisions herein contained.

**NOTICE: IF YOU FAIL TO MAKE YOUR REQUIRED PAYMENTS, YOUR PROPERTY MAY LATER BE SOLD AT A PUBLIC SALE. BEFORE THE SALE, YOU WILL BE NOTIFIED BY FIRST CLASS MAIL AND BY CERTIFIED 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 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.**

7. Use of Storage Space. The Renter shall use and occupy the Storage Space only for lawful purposes. Renter shall comply with all rules, laws, and regulations that govern the use of the Space. Renter agrees not to store on the premises any items which shall be in violation of any law, order, or requirement imposed by any appropriate governmental agency or body.

8. Snow Removal. During the winter months, Lessor agrees to make reasonable efforts to keep the premises plowed of snow.

9. Assignment or Subleasing. Renter agrees not to transfer or assign this Agreement, or sublease any portion of the Space, without in each instance first attaining the prior written consent thereto of lessor, which consent may be withheld for any reason, or for no reason at all. Any transfer assignment or sublease by Renter not in accordance with the provisions hereto shall be null and void.

10. Holding Over. Should the Renter continue to occupy the Unit at the expiration of the Term of this Agreement or any extension thereof, such holding over by the Renter shall constitute a tenancy from month-to-month, at one hundred twenty-five percent (125%) of the Rent then in effect and otherwise upon same conditions, except as to Term, as shall be in effect at the time of the expiration of the Term.

11. Laws of Michigan. The laws of the State of Michigan shall govern the interpretation and enforcement of this Agreement.

12. Complete Agreement. Lessor and Renter each hereby acknowledge that this Agreement encompasses the entire agreement of the parties and that there are no other agreements or understandings between them with the respect to the Unit.

13. Modification. This Agreement may only be amended by a mutual, written agreement signed by both parties hereto.

14. No Refund of Rent. Rents paid in advance by Renter shall not be refunded to Renter, and the last month's Rent hereunder shall not be prorated or refunded.

IN WITNESS ABOVE, the parties hereto have executed this Agreement as of the date first above written in the presence of:

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

LESSOR:

MAC YARD, L.L.C.

By: Oliver Stojanoski, Member

RENTER:

Signature

Date