

RENTAL AGREEMENT

This RENTAL AGREEMENT made and entered into by and between MAHOMET MINI-WAREHOUSES, hereinafter referred to as "Landlord" and _____ hereinafter referred to as "Tenant".

WITNESSETH:

In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof Landlord hereby rents to Tenant and Tenant hereby takes from Landlord approximate _____ feet of warehouse space in the building known as building _____, unit _____ such space being more particularly described as/and being hereinafter referred to as "premises" for a term of month to month beginning the _____ day of _____, 20____. Tenant shall pay rental for the premises the sum of \$ _____ monthly. The landlord acknowledges the sum of \$ _____ as the first month's rent including security deposit.

THIS RENTAL AGREEMENT SHALL BE AUTOMATICALLY EXTENDED FOR THE FORTHCOMING MONTH ON THE FIRST DAY OF EACH MONTH UNLESS TENANT DELIVERS TO LANDLORD A "WRITTEN NOTICE" OF TENANT'S INTENTION TO TERMINATE THIS AGREEMENT AT LEAST FIVE (5) DAYS PRIOR TO THE END OF THE THEN-EXISTING MONTH. In the event of default any unused prepaid rent shall constitute liquidated damages.

This rental agreement is made and entered into upon the ocnditions and covenants as follows:

1. *Rental Payment.* Tenant shall pay rent in advance on the first day of each month (first month may be prorated). If not paid by the first day of the month there will be a \$10.00 per month late charge. Tenants shall quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted.
2. *Use.* The premises may be used and occupied only for the purpose of storing personal property and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall not, without the Landlord's prior written consent, keep anything within the premises, or use the premises for any purpose which increases insurance premium costs, or invalidates any insurance policy carried on the premises, or on other parts of the building in which the premises are located (the "building"); or for any illegal purpose or in any manner which violates any zoning regulation or ordinance. All property kept, stored, or maintained within the premises by Tenant shall be at Tenant's sole risk.
3. *Insurance and Indemnity.* Any insurance which may be carried by Landlord and Tenant against any loss or damage to the building or its contents and other improvements situated on the premises shall be for the sole benefit of the parties carrying such insurance and under its control. Each party hereby waives its right of subrogation against the other party. Landlord shall not be liable to Tenant or to any other person on the premises for any loss or damage to Tenant, its employees, agents or guests, to the personal property of Tenant or such other person, caused by any acts of negligence whatsoever, or due to any building on the premises or its appurtenances, being improperly constructed or being or becoming out of repair, and Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, expense and claims arising out of such damage or injury; nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the act or omission of other Tenants of the demised premises, or of any other person whatsoever. Tenant further agrees to indemnify and hold Landlord harmeless from and against any damage caused by any act or omission by Tenant, its employees or agents, or caused by the Tenant's use of the premises.
4. *Insurance is Tenant's Responsibility.* Tenant hereby acknowledges the Landlord is not responsible for loss or damage in Tenant's rental space and Tenant understands that the Landlord does not provide insurance coverage on Tenant's personal property in storage.
5. *Tenants Store their Goods at their Own Risk.* Tenant understands that the Landlord is in the business of rental space and is not a Bailor or Warehouseman in the business of storing goods for hire.
6. *Default.* On failure to pay the rent in advance as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the covenants herein, the Landlord may declare this lease forfeited at Landlord's discretion by giving written notice of such forfeiture to the address of the Tenant and Landlord or Landlord's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises. Failure by Landlord to enforce one or more of the remedies herein provided for upon in the event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions and covenants herein contained. The Landlord reserves all rights under the Forcible Entry and Detainer Act, including the right of Distress for Rent. All property of the Tenant stored on the premises shall be subject to distraint.
7. *Compliance with the Law.* Tenant shall not store in the premises any items which shall be in violation of any order or requirement composed by the Board of Health, or by the Sanitary, Sheriff or Police Departments, or any other governmental agency, or do any act or cause to be done any act which creates a nuisance in or upon, or connected with said premises because of Tenant's use during said term.
8. *Landlord's Lien.* In addition to the statutory Landlord's lien, but not in lieu thereof, Landlord shall have at all times a valid, contractual lien for all rentals or other sums of money becoming due hereunder from Tenant upon all items siturated in the premises and upon default by Tenant Landlord may enter upon demised premises and take possession of any and all items situated on the premises, without liability for trespass or conversion, and sell the same without notice of public or private sale, at which Landlord or its assignees may purchase.
9. *Notices.* Notices shall be in writing and shall be deemed to be delivered whether actually received or not, on the part of the United States mail, postage fee paid, certified mail, return receipt requested, addressed to the parties hereto at the respective address below their names.
10. *Cancellation by Landlord.* Landlord shall have the sole exclusive right to terminated this Rental agreement for any reason by giving Tenant ten (10) days advance written notice of such termination.
11. *Landlord's Failure to Give Possession.* Landlord shall not be liable for damages to Tenant for failure to deliver possession of the premises to Tenant at the commencement of the term if such failure is due to no fault of Landlord, or to the failure of the construction of the premises to be completed. Landlord will use its best efforts to give possession to Tenant at the beginning of the term. If failure to do so is caused by the act of any previous tenant holding over, Landlord will use all means at its command to oust such tenant; and Landlord agrees to transfer to Tenant the right to prosecute in his own name any cause of action which Landlord may have against such tenant holding over. Tenant to hold for himself any recover in such action, except for any amounts due Landlord as rent.
12. *Mortgagee's Rights.* Tenant's rights shall be subject to any bona fide mortgage, conditional sales contract, bill of sale ot secure debt, or deed to secure debt which is now or may hereafter be placed upon the premises or other property by Landlord.
13. *Holding Over.* If Tenant, a subtenant, or an assignee, shall remain or continue to be in possession of the premises or any part thereof after the termination of this lease, Landlord shall, at its option, upon notifying Tenant of such intention, have the right to charge Tenant as liquidated damages for the time such possession is held a sum equal to twice the amount of the rental rate for the premises for such period.
14. *Cleaning Premises.* Upon vacating the premises Tenant Agrees to clean the premises thoroughly or to pay Landlord for the cleaning necessary to restore the premises to their condition when Lessee's possession commenced, natural wear and tear excepted.
15. *No Estate in Land Assignment.* This rental agreement shall in no event be construed as a conveyance by Landlord of an estate in land and Tenant shall have no right to assign this Agreement or sublet the premises.
16. *Tenant shall not store any items outside of warehouse or dispose of any trash outside other than in containers; shall not make any alterations to building without the written consent of the Landlord, and shall not paint or display any signs on side of building without written permission of Landlord.*
17. *Payment of Costs.* If Landlord shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or the incurrence of any expense, including reasonable attorneys' fees, for enforcing any provision of this agreement by litigation or otherwise, the sum or sums so paid by the landlord shall be deemed damages in favor of the Landlord against the Tenant and shall be immediately due and payable.

This Agreement shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective heirs, executors, administrators, legal representatives, successors and assignn.

EXECUTED this _____ day of _____, 20____.

LANDLORD: MAHOMET MINI-WAREHOUSES
BY _____
702 S. Lake of the Woods Rd.
P.O. Box 680
Mahomet, Illinois 61853
Phone No.: 586-2213

TENANT _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Social Security Number: _____

Driver's License: State: _____ No: _____

EMPLOYER _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____