

# Star's Storage

Property Name Star's Storage Phone: 734-444-3555

Occupant/Tenant \_\_\_\_\_ Phone: \_\_\_\_\_

**Unit #** \_\_\_\_\_

Type of Vehicle (car, truck, camper, boat, trailer, etc.) Length: \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

Home Address \_\_\_\_\_

Vehicle License# \_\_\_\_\_ State \_\_\_\_\_ VIN # \_\_\_\_\_

Registered Owner \_\_\_\_\_

Legal Owner (if different) \_\_\_\_\_

**Proof of ownership (copy of registration or pink slip) must be attached.  
Occupant/Tenant agrees to promptly notify STAR'S STORAGE of any changes.**

Vehicle Insured by \_\_\_\_\_ Policy # \_\_\_\_\_

**Proof of liability insurance (or registration indicating planned non-operation) must be provided. Occupant/Tenant agrees to promptly notify STAR'S STORAGE of any changes.**

1. Occupant/Tenant, hereinafter referred to as Occupant, agrees to store only the above identified vehicle in the agreed space unless STAR'S STORAGE is notified in advance of a change of vehicle and is supplied with current registration and title information.
2. Occupant agrees to keep vehicles in "drivable" condition and to keep trailers and other such vehicles roadworthy at all times.
3. Notwithstanding the limitations of value contained in this rental agreement, Occupant agrees that under no circumstances will the value of any vehicle stored in the aforementioned parking space exceed, or to be deemed to exceed, the wholesale "bluebook" value of the vehicle.

\_\_\_\_\_  
Occupant/Tenant Signature

\_\_\_\_\_  
Date



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**Occupant has examined the premises and the property and by placing his/her initials here \_\_\_\_\_ acknowledges and agrees that the premises and the common areas of the property are satisfactory for all purposes for which Occupants shall use the premises or the common areas of the property.**

For convenience and benefit of the Owner and all Occupants of the property and to enable the Owner to offer this rental agreement to Occupant on the terms and charges provided for in this rental agreement. Occupant shall have access to the premises and the common area of the property only during such hours and days as are regularly posted at the property.

- 2. Term and Rent:** The term of the rental agreement shall commence as of the date written above and shall continue from the first day of the month immediately following on a month-to-month occupancy until terminated. Occupant shall pay Owner as a monthly rent, without deduction, prior notice, demand or billing statement, the sum noted above (plus any applicable tax imposed by any taxing authority) in advance or on the first day of each month. If the term of this rental agreement shall commence other than on the first day of each month, Occupant shall pay a full month's rent for the first month and shall owe a prorated portion of the second month's rent. Occupant shall not be entitled to a refund of prorated portion of the rent for the month in which the termination occurred, but, if termination occurs on or before the fifteenth (15th) day of the month, Occupant may pay only the rent (and any applicable tax) that accrues from the first (1st) day of the month until the date of termination. The monthly rent and/or other fees as noted above may be adjusted by owner effective the month following written notice by owner to Occupant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this rental agreement and all other terms of this rental agreement shall remain in full force and effect.

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- 3. Use of Premises and Property and Compliance with Law:** Occupant shall only store personal property that belongs to Occupant. Because the value of the personal property may be difficult or impossible to ascertain **Occupant agrees that under No Circumstances will the aggregate value of all personal property stored in premises exceed or be deemed to exceed, \$5000 and may be worth substantially less than \$5000.** Occupant shall not permit any hazardous material (as defined below) to be in the premises or on the property, or store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material, in the premises or on the property. For purposes of this rental agreement "hazardous materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid substance, material or waste that is or constitutes waste. Occupant shall not store any personal property on the premises which would result in violation of any law or regulation of any government authority, including without limitation, all laws and regulations relating to hazardous materials, waste disposal and other environmental matters. Occupant will comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the premises and its use. No welding will be performed on the property and no engaging in anything that will cause nuisance or unreasonable annoyance to other occupants on the property. Occupant acknowledges and agrees that the premises and the property are not suitable for storage of heirlooms or precious, invaluable, or irreplaceable property such as (but not limited to) books, records, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to occupant and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw material of which the item is distributed. Occupant acknowledges that the premises may be used for storage ONLY, and that use of the premises for the conducting of business or for human or animal habitation is specifically prohibited. Upon termination of this rental agreement Occupant shall remove all personal property from the premises unless such property is subjected to owner lien rights as referenced in paragraph 6 and shall immediately deliver possession of the

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premises to owner in the same condition as delivered to occupant on the commencement date of this rental agreement, reasonable wear and tear excepted. By placing his/her initials here \_\_\_\_\_ Occupant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**4. Insurance: All personal property is stored by Occupant at Occupant's sole risk. Insurance is the Occupant's sole responsibility. Occupant agrees and understands that the Owner will not insure Occupant's property.** To the extent Occupant does not obtain insurance for the full value of Occupant's personal property stored in or on the premises, Occupant agrees to personally assume risk of loss, including damage or loss by burglary, fire, vandalism or vermin. Owner, Owner's agents, affiliates, authorized representatives and employees (hereinafter referred to "Owner's agents") will not be held responsible for any loss liability, claim, expense, damage to property or injury to person ("Loss") that could have been insured, including, without limitation, any loss arising from "Reagreed Claims". Occupant waives rights of recovery against owner or owner's agents for the reagreed claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of occupant against owner or owner's agents. The provisions of the paragraph will not limit the rights of Owner and Owner's Agents under paragraph 5. By placing his/her initials here \_\_\_\_\_ Occupant acknowledges that he/she understands the provision of the paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.

**5. Limitation of Owners Liability/Indemnity:**

Owner and Owner's Agents will have no responsibility to Occupant or to any other person for any loss, liability, claim expense, damage to property or injury to person ("loss") from any cause, including without limitation, owner's and owner's agents active or passive acts, omissions, negligence or conversion, unless the loss is directly caused by owner's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold owner and Owner's harmless from any loss incurred by Owner and Owner's Agents in any way arising out of Occupant's use of the premises or the property. **Occupant agrees that Owner and Owner's Agents total responsibility for any loss from any cause whatsoever will not exceed a total of \$1.00.**

By placing his/her initials here \_\_\_\_\_ Occupant acknowledges that he/she understands and agrees to the provisions of this paragraph.

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- 6. Owners Lien:** If rent or other charges due under this rental agreement are delinquent 5 days after the due date Owner may terminate Occupant's right to use or any access to the premises. As authorized in the Michigan Self-Storage Facility Act (P.A. 185 No. 148: MCLA-570.521 ET seq.) owner may then send Occupant a notice of intended sale to satisfy lien. Occupant's personal property in or on the premises of property will be subjected to a lien in favor of Owner and may be sold by Owner to satisfy the lien if the Occupant does not vacate the premises and property within 15 days after delivery of the notice or if the rent or other charges due remain and are not paid within 30 days after delivery of the notice.

Notice: If you fail to make your required payment, you will have to vacate the unit or your personal property may 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. Incorporation or Provision in this Agreement:** By placing his/her initials here \_\_\_\_\_, Occupant acknowledges that he/she has read, is familiar with and agrees to all provisions printed in this rental agreement, and Owner and Occupant agree that all such provisions constitute a material part of this rental agreement and are hereby referenced.
- 8. Its Successor and/or Assigns:** The covenants and conditions of the agreement shall bind and inure to the benefit of Owner (Landlord) and Occupant/Tenant, and their respective heirs, legal representatives, successors and assigns.
- 9. Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and performed in the State of Michigan.
- 10. Sever-ability:** The unenforceable, invalidity or illegality of any provision or the agreement shall not render the other provisions unenforceable, illegal or invalid.

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11. **Attorney Fees:** Occupant shall pay on demand, all costs and expenses, including reasonable attorney fees paid or incurred by Owner in connection with:
- a. Any successful action or proceeding by Owner to terminate this agreement or terminate Occupant's rights to possession of the leased premises.
  - b. Any other successful action or proceeding by landlord against Occupant under this agreement; or
  - c. Any action or proceeding by Occupant against Owner in which Occupant fails to obtain unappealing judgment against Owner.

**12. Occupants obligations under this section shall survive expiration or termination of this agreement:** If Occupant shall fail to pay when due any rent required under this agreement, unpaid amounts shall bear interest from the due date to the date of payment at the rate of twelve percent (12%) annually, but in no event at a rate higher than legal limit. If any installment or rent is delinquent for more than 5 days, Occupant shall also pay landlord a late charge equal to twelve percent (12%) of the amount of delinquent installment, which shall be immediately due without notice from Owner and which shall bear interest at the rate provided above from the date due until paid.

**In witness whereof, the parties hereto have executed this rental agreement the day and year first above written.**

\_\_\_\_\_  
Star's Storage- Owner/Owner's Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Occupant/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Occupant's printed name

\_\_\_\_\_  
Occupant's email