This Lease Agreement, dated is made between **AB Storage Inc**, the Lessor and the Lessee. It is hereby agreed that the Lessor, in consideration of the covenants of this lease does lease to the Lessee the following property:

 Space No. \_\_\_\_\_\_ a \_\_\_\_\_ ft x \_\_\_\_\_\_ ft unit to be used solely as a storage space for storing personal property. The period of the Lease will be on a month to month basis beginning on the \_\_\_\_ day of \_\_\_\_\_ . The monthly rent will be $ \_\_\_\_\_ per month in advance due on the first day of each month. The initial month’s prorated rent of $ \_\_\_\_ and a security deposit of $ \_\_\_\_\_ is due upon execution of this agreement.

**A BILL WILL NOT BE SENT TO YOU**

1. **Leased Premises**: Lessor hereby leases to Lessee space to be used as a storage space for personal property only. Term of the lease will be on a month to month basis subject to the terms and conditions hereinafter contained. There is to be only ONE lock placed on each unit.
2. **Rental Payments**:
	1. **Rent Due Date**: All rent is due on or before the first day of the month.
	2. **Payment of Rent**: Make check or money order payable to AB Storage Inc. and mail to PO Box 82 Marion, IN 46952. Returned checks are subject to a $30.00 return charge.
	3. **Late Charge**: If the rent is not received by the Lessor on or before the **10th day** of the month, a late charge of **$10** will be added to the Tenants balance and must be paid with the next months rent.
	4. **Lock Out**: If the rent (including any late charges) is not received on or before the last day of the current month, the space will be locked by the Lessor until the lessee has paid all accrued rent, late charges and any other costs.
3. **Remedies and Security Agreement**: If Lessee fails to pay rent when due or fails to comply with the provisions of the Lease, sixty (60) days after being in default, it shall be lawful thereupon, without notice or demand and without legal process, for the Lessor to re-enter and take exclusive possession of and remove all property of Lessee there from. Any and all rights of Lessee as tenant shall immediately terminate and Lessor is hereby given a lien upon any and all property of whatever nature on the leased premises to secure payment of accrued rent, late fees, collection costs, attorney fees, and any other costs directly attributed to the default. Lessee will be notified by certified mail of the total amount owing and notice will be mailed to the address provided by the Tenant herein at least ten (10) days prior to date of sale or other disposition. If Lessor does sell Lessee’s property located on the leased premises, the proceeds from said sale shall be applied toward any accrued rent, late fees, collection costs, attorney fees, and any other costs directly attributed to the default. If application of such proceeds does not satisfy the total liability of Lessee, the Lessor may pursue all legal remedies for collection of the balance owing. Lessee’s property may be sold as provided herein without relief from valuation and appraisement laws. That at the option of the Lessor, Lessee’s property may be disposed of in a manner to be determined by the Lessor for the purposes of satisfying the lien created herein. Lessee shall pay all reasonable attorney fees and expenses of Lessor in the enforcement of the obligations hereunder.
4. **Right of Entry for Inspections, Repair, and Emergency**: The Lessor expressly reserves the right to enter and to on or about the Leased Premises for any reasonable purpose, including inspection, repair, alterations and emergencies.
5. **Possession, Acceptance and Use of Leased Premises**: Taking of possession by the Lessee shall be conclusive evidence of the receipt of the Leased Premises in good order, condition, and repair. Lessee shall make no alterations or improvements to the Leased Premises. The Lessor makes no warranty, express or implied relative to the condition of the Leased Premises. All property stored within or on the space by the Lessee or located at the facility shall be at the Lessee’s sole risk. Lessor carries no insurance which in any way covers any loss whatsoever the Lessee may have or claim by renting the storage space or being on or about the facility, and therefore Lessee must obtain any insurance desired at the Lessee’s expense. Lessee shall not be liable to Lessee or Lessee’s invitees, family, employees, agents, or servants for any personal injuries or property damage or loss from theft, vandalism, fire, smoke, water hurricane, rain, tornado, explosion, Act of God, or any other cause whatsoever. Lessee acknowledges the Lessor does not take care, custody, or control over contents in or on the space or at the facility. Lessee must take whatever steps deemed necessary to safeguard what is at the facility or in or on the space. Lessee hereby agrees to indemnify and hold harmless the Lessor from and against any and all and any manner of claims or damages or loss to property or personal injury and costs including attorney’s fees arising from or from any activity work or things done, permitted, or suffered by Lessee in or on the space or about the facility. Lessee hereby agrees that the carrier of any insurance of any property stored or otherwise located in the space shall not be subrogated to any claim of Lessee against Lessor, Lessor’s agents or employees.
6. **Assignment and Subletting**: The Lessee shall not assign, sublet or otherwise encumber any right or interest under this lease.
7. **Rent Escalation**: Lessor reserves the right to increase the rent due under the lease upon thirty (30) days prior notice to Lessee.
8. **Termination**: This Lease shall terminate in such a case on the date the Lessee removes all their personal property from the premises and upon payment of any of the Lessee’s liability under this Lease. Lessor may terminate this Lease upon default of Lessee by sending Lessee a five (5) day written notice of Lessor’s intention to do so or in the absence of default, at Lessor’s sole discretion upon thirty (30) day written notice to Lessee. This lease shall automatically terminate upon damage by fire or casualty which renders the storage space and/or premises unfit for their stated purposes. Lessor has the right without notice to remove any property of Lessee which has been destroyed or damaged by fire or other casualty.
9. **General Agreement of the Parties**: All notices including change of address to be given hereunder by either party shall be in writing. All rights and obligations hereunder shall be binding upon and applied to the benefit of the Lessor and Lessee, their respective successors, heirs, and legal representatives. This lease shall be construed in accordance to the laws of the State of Indiana and there are no promises or agreements between the parties thereto which are not contained therein. This lease shall be construed in accordance with the laws of the State of Indiana, except that any rights or remedies provided for in Indiana Code 26-3-8-12 that are not set forth herein are waived and the terms of this contract shall control should there be any conflict with said statute. Further, there are no other promises or agreement between the parties thereto which are not otherwise contained herein.

PAYMENT DUE UPON SIGNING:

\_\_\_\_\_\_\_\_ Days Proration @ \_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_ Your Next Rental Payment of $ \_\_\_\_

\_\_\_\_\_\_\_\_\_ Locks @ $15\_\_\_\_\_ $ \_\_\_\_\_\_\_ Due on \_\_\_\_\_\_

 Lessor: AB Storage Inc.

 Total $ \_\_\_\_\_\_\_ By: Andy C Bernhard

Lessee Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Remit Payment to:

Lessee Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AB Storage Inc.

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ P.O. Box 82

City, State & Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Marion, IN 46952

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_