

VEHICLE STORAGE LEASE

Anderson RV Storage, LLC

5210 South Center Road

Rochelle, IL 61068

Phone: 815-739-1500

This Indenture, made this ____ Day of _____, 20__ between
Anderson RV Storage, hereinafter referred to as **Lessor**

and _____ hereinafter referred to as **Lessee**.

1. **Lease of Space.** **Lessee** is assigned one parking space within Lessor's premises from the ____ day of _____, 20__ until the ____ day of _____, 20__ for the storage of (year, make, model of vehicle) _____.

Lessee acknowledges that he/she is leasing space only and that no bailment relationship is created.

2. **Rent Payment.** **Lessee**, in consideration of the leasing of the premises aforesaid, does covenant and agree with the said **Lessor**, his heirs, executors, administrators and assigns, to pay the said Lessor, as rent for said premises, the sum of _____ dollars per month, payable on or before the ____ day of each month, in advance, at 5210 South Center Road, Rochelle, Illinois during the continuance of this lease, as long as the aforementioned property owned by **Lessee** is present on the premises.

3. **Lessor's Obligation.** **Lessor** agrees to keep the premises locked at all times, except when other **Lessees** are present to move their vehicles and **Lessor** is present on the premises. This Lease is made on the express condition that the **Lessor** shall be free from all liability and claims for damages by reason of injuries of any kind to any persons or property whatsoever. **Lessee** hereby agrees to save and hold harmless **Lessor** from any liability, loss or obligation on account of or arising out of any such injuries or losses, however occurring.

4. **Lessee's Obligation to Maintain Insurance.** **Lessee** shall maintain broad casualty, liability and all hazard insurance covering the Property stored on the Premises at **Lessee's** sole and separate expense. **Lessee** acknowledges and agrees that **Lessor** will not provide any insurance to cover **Lessee's** property and this Agreement provides for additional releases and waivers regarding risk of loss.

5. **Risk of Loss.** Anything to the contrary notwithstanding, **Lessee** shall have, without claim against **Lessor**, all risk of loss respecting **Lessee's** property which is stored on the Premises, irrespective of the cause of said loss. **Lessee** assumes all risk associated with the Lesseeship of the Property which is stored on the Premises in accordance with this Agreement.

6. Risk of Personal Injury. *Lessee* understands and acknowledges that he/she enters upon the Premises at his/her own risk.

7. Release and Waiver of Subrogation. *Lessee* does hereby waive any right that *Lessee* might possess to bring action or claim against *Lessor* for loss or damage to the Property stored on the Premises and further waives right of subrogation respecting any insurer that might be insuring said Property to the extent that said waiver does not mitigate *Lessee's* indemnity coverage. *Lessee* hereby releases *Lessor* for any and all liability, claims for loss and/or damage to the Property and for any claim for personal injury. *Lessee* agrees to indemnify, defend and hold harmless *Lessor*, their agents, employees, successors and assigns, from any and all claims which may arise as a result of *Lessee's* use of the Premises.

8. Rights of Access. Premises generally shall be open and *Lessee* shall be able to access the Property stored thereon by APPOINTMENT ONLY with fourteen (7) days notice to *Lessor*.

9. Lessee's Restrictions. *Lessee* shall not be allowed to conduct repairs or perform work on their Property at any time in the Premises.

10. Temperature and Rodents. *Lessee* understands and acknowledges that the Premises will not be heated nor air conditioned and that any risk of loss due to fluctuation in temperature will be at *Lessee's* own risk. *Lessee* understands that while *Lessor* takes reasonable precautions to keep out rodents, *Lessor* cannot guarantee that no damage will be caused to *Lessee's* property by rodents and that *Lessee* should take precautions to prevent rodent damage to *Lessee's* property.

11. Maintenance and Care. *Lessee* shall keep the area and Property stored on the Premises clean and free of refuse and debris. *Lessee* shall be solely responsible for any loss or damage caused by *Lessee's* negligence or omissions, including the cost associated with any environmental spillage. Any costs to provide cleanup or maintenance services shall be *Lessee's* responsibility and shall be paid with the next monthly rent payment.

12. Vacating Upon Termination. Upon termination of this Storage Agreement and before the end of the term, *Lessee* shall remove all Property from the space rented at the Premises. In the event *Lessor* terminates this Agreement prior to its expiration due to default of *Lessee*, any storage fees paid by *Lessee* shall be retained by *Lessor* and shall not be refunded or prorated. Upon termination of this Storage Agreement, *Lessee* shall promptly remove all Property from the Premises and if not removed within 30 days, it shall be deemed abandoned and subject to a \$5.00 per day storage fee, and *LESSOR* may cause Property to be sold, destroyed or otherwise disposed of at the expense of *Lessee*.

13. Non-Assignment. *Lessee* shall not assign, lease or sublease the Premises or any portion thereof without the prior express written consent of *Lessor*.

14. Attorney Fees. In the event *Lessor* is required to take action in any court to enforce this Lease or to defend against any action brought by *Lessee*, *Lessor* shall be entitled to recover its costs and actual attorney fees incurred from *Lessee*.

15. Entire Agreement. There are no other promises except as stated herein and *Lessee* agrees not to rely on any oral promises. This Agreement may only be modified in writing signed by both parties. This Agreement shall bind and be obligatory upon the heirs, executors, representatives and successors of the parties hereto.

16. Jurisdiction. This Agreement is made pursuant to the laws of the State of Illinois and any dispute regarding the terms of this Lease shall be heard in the Circuit Court of the Fifteenth Judicial Circuit, Ogle County.

17. Nuisance. *Lessee* shall not commit nor suffer to be committed any waste upon the premises or create any nuisances or other acts which may disturb the quiet peace of the premises or *Lessor* or other *Lessees'* use of the premises.

18. Acknowledgment. By signing this Lease, *Lessee* acknowledges that he/she has read the Lease in its entirety and understands all of the provisions contained herein, including the various releases, waivers and indemnifications which specifically release *Lessor* from any claims or loss or damage respecting the Property stored or any injuries which may arise while *Lessee* is using the Premises. *Lessee* has had the opportunity to discuss the terms of this Lease with counsel prior to signing it.

19. Notice to pick up vehicle or RV. *Lessee* agrees to give a minimum of 7-day notice for pick up. From December through to the end of March, if a notice is not given, a charge of \$30.00 per hour per person will be charged, unless prior arrangements are made.

WITNESS THE HANDS OF THE PARTIES AFORESAID:

Lessor - Anderson RV Storage

Lessee

Name: _____

Address: _____

Phone: _____