

CSC EQUIPMENT, LLC.

SHORT TERM STORAGE LEASE AGREEMENT

Customer (“Lessee”) _____

Customer Contact _____

Customer Address _____

Customer Phone Numbers _____

Starting Date of Storage _____

Ending Date of Storage _____ (circle here if) To Be Determined

Town: (circle one) Fisher, IL. Decatur, IL. Urbana, IL.

Location: (circle one) Outside Cold Storage Inside Heated Climate Controlled

Term: (circle one) Day Week Month Consecutive Months

Description of Property left for Storage: _____

Signature of Customer (Lessee) _____

Approval by Customer’s E-Mail dated _____ (Include Date of E-Mail)

This Agreement, made upon the above “Starting Date of Storage” (“Execution Date”) by and between CSC Equipment, LLC, an Illinois limited liability company, PO Box 267 Fisher, IL. 61843(mail) or 639 County Road 3000 North (ship to) (“Lessor”) and Customer above(“Lessee).

TERMS AND CONDITIONS

Lessor agrees to lease to Lessee a portion of the premises located at Town above consisting of approximately ____ square feet (“the Space”) for the purpose of storing certain equipment more particularly described in Exhibit A attached hereto (“Personal Property”). The description of the Space is for identification purposes only; there shall be no adjustment in the Rent payable hereunder if the Space contains more or less square feet than stated.

1. **Term.** This Storage Lease Agreement for the lease of storage space shall be on a month to month basis and shall automatically renew for successive one month periods on the First day of each month hereafter unless terminated.

2. **Rent and Fees.** Rent for each month shall vary depending on the type of storage needed and will be Invoiced to the Lessee accordingly, all per Lease Rates established at the beginning of each year payable monthly to Lessor in advance, without demand or notice, on the First day of each month. Lessee agrees to pay such rent by mail or in person to the address listed above. Lessee agrees that upon failure to make payments in a timely manner, a Late Fee charge in the amount of 1.5% per Month shall be assessed. Lessee shall be charged \$25 for any returned or dishonored check.

3. **Security Deposit.** Lessor acknowledges receipt of \$ _____ as security for Lessee’s performance of all terms of this Agreement. The Security Deposit shall be returned to Lessee within thirty (30) days of termination, less all charges for damages to the property and for Lessee’s fulfillment of the conditions of this Agreement.

4. **Termination.** Lessee may terminate this Agreement at any time if all rent and charges are paid in full (through the end of the month) and Lessee notifies Lessor in writing of Lessee’s intent to vacate at least thirty (30) days prior to the end of the month. Lessor may terminate this Agreement by giving Lessee thirty (30) days written notice prior to the end of the month.

5. **Use of Space.** The Space shall be used and occupied only for the storing of Personal Property owned by Lessee. Lessee may not use the Space for storage of any alcohol; guns; highly flammable, dangerous hazardous or toxic materials or substances; contraband or illegal substances; or for any unlawful purpose of any kind. No gasoline or other fuel oil, grease or any other lubricant tires or batteries, except for such items as may be contained in the operating parts of the items stored in the Space are permitted.

6. **Damages.** Lessee shall be responsible to Lessor for all costs of repair, clean-up, and replacement for any damages caused as a result of Lessee's storage and or use of the Space including damage to other occupant's personal property. In the event Lessor invoices Lessee for any charges for repairs, clean-up, replacement or other damages suffered, Lessee shall pay the invoice within ten (10) days or it shall become Additional Rent due and payable with the next month's Rent. The failure to pay such invoice represents a default under this Agreement. The provision and the requirement to pay damages shall survive the termination of this Agreement.

7. **Insurance.** Lessee agrees, at its sole expense, to maintain insurance on all Personal Property stored in the Space with actual cash value coverage against all perils, without exception. Lessee's failure to maintain such insurance shall mean that Lessee shall assume all risk of loss or damage that would have been covered by such insurance.

8. **Access.** Lessee shall not have access to the Space, except upon reasonable notice and for good cause demonstrated to Lessor and any such access must be accompanied by a representative of Lessor. Storage of Lessee's Personal Property shall be accomplished by delivery of the Personal Property identified in Exhibit A to the designated drop off location provided to Lessee at the time that delivery arrangements are made. Lessee's Personal Property will be stored within the Space by Lessor's representatives. Lessor shall document the condition of the Personal Property at the time of delivery. Removal of any or all of Lessee's Personal Property shall be accomplished by Lessor providing at least ___ hours of notice to Lessor. Upon such notice, Lessor and Lessee shall agree to a mutually convenient time for Lessee to pick up the requested Personal Property at the location designated by Lessor at the time agreed upon by the parties.

9. **Condition of the Space.** Lessor does not warrant or represent that any minimum or maximum temperature or humidity will be maintained at any time during the term. Lessee further understands that there is a risk of mold and/or mildew to Lessee's Personal Property and that Lessor assumes no liability for such risk.

10. **Release of Liability.** Lessee releases Lessor, its employees, agents, successors, and assigns from any and all liability for Personal Property damage or loss of Personal Property; for damage or loss from, as examples, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent or pest damage; or the acts or failure to act or negligence of Lessor, its employees, or agents. Lessee further releases Lessor, its employees, agents, successors and assigns from any and all liability for personal injuries or death to persons including Lessee and Lessee's invitees arising out of Lessee's use of the Space. Lessee acknowledges that this release of liability is a bargained for condition of this Agreement and without such release, Lessor would require a much higher rent as a condition of this Agreement.

11. **Indemnification and Subrogation.** Lessee agrees for itself, and to have its insurer, waive any right of subrogation of any claim of Lessee against Lessor, its employees, or agents. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Lessee's Personal Property however occurring, or arising out of or related to any breach of this Agreement by Lessee or Lessee's invitees.

12. **Lessor's Right to Enter.** Lessor, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire, shall have the right to enter the Space, without notice to Lessee. Further, Lessor shall have the right to take any action as may be necessary to preserve Lessor's property or interests, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Lessor's rights.

13. **Default.** If Lessee breaches any term or condition of this Agreement, Lessor may, in addition to any other rights it might have under this Agreement and law, terminate this Agreement. All remedies to Lessor are cumulative and the exercise of one or more available remedies shall not exclude or waive Lessor's rights as to any other remedy.

14. **Notices.** Except as otherwise required by law, all notices under this Agreement from Lessor to Lessee shall be made by first class mail, postage prepaid, to Lessee's last known address. Notice shall be conclusively deemed received by Lessee three (3) business days after mailing. All notices from Lessee to Lessor shall be made by first class mail, postage prepaid to Lessor at _____.

15. **Assignment.** Lessee may not assign its rights under this Agreement without prior written consent of Lessor. This Agreement shall be binding upon the heirs assigns, executors, administrators, representatives and successors of the parties hereto.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The parties agree that venue in Peoria County, Illinois is proper.

17. **Lessee's Acceptance of Space.** Lessee inspected or had the right to inspect the Space and finds the Space to be suitable for the purposes for which Lessee rents such Space and accepts the same "AS IS". Lessor makes no express warranties. Lessor disclaims and Lessee waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law.

18. **Attorney's Fees.** In the event that either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the default of the other party, the prevailing party shall be entitled to recover from the other party for reasonable attorney's fees and court costs incurred, whether said attorney's fees are incurred or the purpose of negotiation, trial, or other legal services.

19. **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in writing signed by the parties.

20. **Severability.** In the event that any provision of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, such provision of this Agreement shall be deemed to have never been included herein and the balance of this Agreement shall continue in effect.

21. **Counterparts and Headings.** This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one Agreement. The headings are for convenience and in the event of conflict between the heading and the language of the term, the language of the term shall control.

All Mail
CSC Equipment, LLC
PO Box 267
Fisher, IL. 61843
217-897-1700

Fisher Ship To
CSC Equipment, LLC
639 County Road 3000 North
Fisher, IL. 61843
217-897-1700

Decatur Ship To
CSC Equipment, LLC.
4677 Rea's Bridge Road
Decatur, IL. 62521
217-897-1700

Urbana Ship To
CSC Equipment, LLC.
1864 County Road 1600 North
Urbana, IL. 61802
217-897-1700

Lessee Initials _____