

SELF-STORAGE LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20__ (“Effective Date”) by and between A & J Storage and Development, LLC – Series Operations (“Lessor”) and _____ (“Lessee”).

1. Rent.

Lessor rents and leases to Lessee and Lessee hires and leases from Lessor the storage space identified in Schedule A, attached hereto and incorporated herein, located at 1750 Washington Road, Washington, Illinois (“Premises”), for the term and at the rent provided for under this Lease.

2. Amount of Rent.

The rent for the Premises leased by Lessee shall be set forth in Schedule A payable in advance and made concurrently with the execution of this Lease unless otherwise specified in said Schedule A. There shall be no refunds of any rent paid in the event this Lease is terminated before the end of any period.

3. Security Deposit.

In addition to the rent provided for in this Lease, Lessor acknowledges receipt of the deposit amount set forth in Schedule A, if any, which shall constitute a security deposit for the faithful performance of this Lease and which Lessor shall return to Lessee on full and faithful performance of this Lease at the termination of the tenancy hereunder. Lessor shall have the right to apply all or any part of the security deposit to any sum due from Lessee.

4. Term.

This Lease is for the term set forth in Schedule A hereto, and unless Lessor or Lessee gives 30 days’ written notice of intention to terminate this Lease, this Lease shall continue on a month-to-month basis until terminated by 30 days’ written notice by either Lessor or Lessee or by the mutual agreement of the parties to this Agreement or by termination by Lessor for Lessee’s default hereunder.

5. Delinquent Payment.

Any rent payment not received by the fifth (5th) day after the date it is due and payable shall be considered as delinquent. In such case, Lessee shall pay Lessor an additional service charge of \$15.00 in addition to rent to reimburse Lessor for the cost of bookkeeping and other administrative services for the payments received after the 5th day. Failure to pay the rent payment by the 5th day after its due date shall also constitute a basis for termination of this Lease. If this Lease is terminated by Lessor for failure of Lessee to pay the rent, Lessor shall be entitled to immediately remove all of the property of Lessee and to store the property at Lessee’s sole expense, except such property as may be necessary in order to satisfy the lien provided for in this Lease for unpaid rent to Lessor. Returned checks shall be subject to a service charge of \$25.00 per item. Late payments or defaults shall give the right to Lessor to lock the Premises and an additional \$25.00 service charge shall be paid if the Lease is reinstated thereafter, in addition to other charges provided for herein.

6. Alterations; Maintenance.

Lessee shall not make or suffer any alterations to the Premises without the written consent of Lessor. Lessee shall keep and maintain the Premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste or refuse, and shall not store any live animals, explosives, gasoline

or other flammable materials in the Premises. Lessee shall, at the termination of this Agreement, leave the Premises in clean condition.

7. Use of the Premises.

Lessee shall use the Premises only for the storage of goods and/or commodities stored for any lawful purpose and in the possession of Lessee through lawful means and for no other purpose whatsoever. Lessee expressly shall not have the right to store any items that Lessee has in Lessee's possession illegally or that are items which are unlawful to be possessed by Lessee, nor shall Lessee store any animals, flammable, explosive or dangerous materials, illegal drugs, or offensive or improper items on the Premises. Further, Lessee agrees that Lessee shall not maintain any business, operate any machinery or use the Premises for any commercial, industrial or retail or wholesale sales or promotional efforts, as a manufacturing or distributing facility, or for residential purposes. The Premises are intended for the sole and exclusive use of passive storage of property owned or lawfully in the possession of Lessee.

8. Lien.

Pursuant to 770 ILCS 95/1, *et seq.*, Lessor shall have a statutory lien for the payment of charges that are due and unpaid by Lessee. Lessor's lien applies to all personal property stored pursuant to this Lease in the Premises. After proper notice and demand for payment, as required by statute, Lessor may sell the personal property by auction and may credit the net proceeds against any amounts due under the terms of this Lease, including but not limited to costs and attorney fees. Lessor shall be entitled to deny Lessee access to Lessee's personal property stored on the Premises upon Lessee's default hereunder.

9. Release and Hold Harmless; Insurance.

Lessor implements a security system for the Premises, specifically an intrusion alarm system. Nonetheless, this Lease is made on the express condition that Lessor shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including Lessee, or any property of any kind whatsoever and to whomever belonging, including Lessee, from any cause or causes whatsoever while in, on or in any way connected with the Premises, during the term of this Lease or any extension of or occupancy under it. Lessee shall save and hold Lessor harmless from any liability, loss, cost or obligation on account of or arising out of any such injuries or losses however occurring. Lessee shall, at Lessee's sole expense, maintain Lessee's insurance on the property stored on the Premises, and Lessor shall not be responsible for theft or damage, if any, to such property caused by fire, water or from any cause whatsoever. Lessor is entitled to enter into and on the Premises at reasonable times for the purpose of inspecting the condition of such property. Lessee's failure to obtain insurance on the property stored on the Premises and/or Lessor's failure to demand proof of insurance shall neither affect the release and hold harmless provisions herein nor create any liability whatsoever on the part of Lessor.

10. Indemnification.

Lessee shall indemnify Lessor against each claim, demand or cause of action that may be made against Lessor by reason of or in any way arising out of Lessee's lease and use of the Premises. Such indemnity shall include, but not be limited to any damage caused to the Premises, to the other storage rooms located on the facility, property of other parties located at the facility, and injury to Lessor, other Lessees or any other party who may be at the facility.

11. Destruction of Premises.

If the Premises are damaged by fire or other casualty during the term of this Lease, whereby the Premises are rendered untenable, either Lessor may cancel this Agreement by written notice delivered to Lessee. On such cancellation, Lessee shall pay rent only to the date of such fire or casualty.

12. **Default.**

In the event Lessee defaults in any provision of this Lease, Lessor shall at Lessor's sole option be entitled to immediately terminate the term of this Lease upon the mailing of notice to Lessee at the address provided herein, and Lessee's continuing occupation of the Premises shall constitute a trespass. Any expenses incurred by Lessor in enforcing the terms of this Agreement or in obtaining the dispossession of Lessee of the leased Premises and any damages due Lessor by Lessee pursuant to the terms of this Lease, including Lessor's reasonable attorney fees and costs of litigation incurred by reason of any breach of the terms of the Agreement by Lessee, shall be reimbursed and paid by Lessee as unpaid rent due on the Premises. Lessor's rights and remedies shall be cumulative and in addition to all other rights and remedies available in law and in equity.

13. **Rules and Regulations.**

Lessee shall abide by and conform to all rules and regulations adopted or prescribed by Lessor from time to time and all such rules and regulations are made a part of this Lease and constitute additional terms under this Lease. Lessor may provide Lessee with such rules and regulations and any amendments thereto, which Lessor reserves the right to make by hand delivery or by regular mail delivery to the address provided herein by Lessee.

14. **Warranty of Ownership.**

Lessee warrants that all goods and personal property to be placed by Lessee in the Premises shall be Lessee's own property and shall be subject to levy and sale by Lessor without notice to third parties or superior lien holders. Lessee shall indemnify and hold Lessor harmless for any property sold that belongs to the party other than Lessee or is subject to a lien superior to that of Lessor.

15. **Acknowledgment of Receipt of Agreement.**

Lessee acknowledges that Lessee has received a copy of this Lease.

16. **Miscellaneous Provisions.**

A. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements, proposals, representations and commitments. This Agreement may be amended only by an instrument executed by the authorized representatives of both parties.

B. The principle that any ambiguities in a contract are resolved against the drafter is not applicable to this Agreement, as each party has had the opportunity to have counsel of their choice review this Agreement.

C. The failure of a party to enforce the timely performance or other rights or obligations of this Agreement shall not be construed as the waiver of any rights or obligations under this Agreement.

D. Time is of the essence of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and representatives.

F. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same Agreement.

G. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, that term shall not affect any of the remaining terms of this Agreement, which shall be enforced to the full extent of the law.

H. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural and vice versa. The section headings contained in this Agreement are for convenience only and do not in any way modify the terms of this Agreement or its interpretation or construction.

I. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois without regard to its conflicts of law principles, and any disputes shall be resolved in the Circuit Court of Tazewell County, Illinois.

J. This Agreement may not be assigned by Lessee without Lessor’s prior written permission.

K. All notices required to be given pursuant to this Agreement shall be deemed given when actually delivered, if delivered in person, or three days after being deposited in the United States mail, postage prepaid and addressed to the receiving party at the address included in this Agreement.

Executed at Washington, Illinois, on the date above set forth.

A & J STORAGE AND DEVELOPMENT,
LLC – SERIES OPERATIONS, Lessor

Lessee

By: _____
Manager

By: _____

Address of Lessor:

Address of Lessee:

A & J Storage and Development, LLC – Series
Operations
1750 Washington Road
Washington, IL 61571

Telephone: 309-444-1900
Email: ajstoreit@ajstoreit.com

Telephone: _____
Email: _____

**SCHEDULE A TO SELF-STORAGE LEASE AGREEMENT
BY AND BETWEEN A & J STORAGE AND DEVELOPMENT, LLC – SERIES OPERATIONS AND
LESSEE: _____**

Storage Space No./Name: _____

Length of Unit: _____

Term of Lease: _____

(i.e. Monthly, Winter Only, Annual, Combo)

Rent Amount: _____

Due Date(s): _____

Paid in Full (Office Use only): Cash _____ Check _____ Credit _____
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Description of Article to be Stored: _____

INSURANCE INFORMATION

Name of Insurance Company: _____

Policy Number: _____

Policy Expiration Date: _____

Insurance Agent Name: _____

Agent Telephone No.: _____

ADDITIONAL TERMS:

Property Movement

Lessee hereby grants permission to Lessor or Lessor's designated third party to drive, tow or place my property in the Premises. If this section is not signed, Lessee will be contacted should the property need to be moved.

Lessee's Signature

Date