

Red Cliff Storage Unit Lease Agreement

This Storage Unit Lease Agreement is made on _____ 20__ (date) between the Red Cliff Band of Lake Superior Chippewa d/b/a "Red Cliff Storage," ("Operator") and the Lessee:

Lessee Name: _____

Mailing Address: _____

Phone/Email: _____

Storage Unit No.: _____ **Monthly Rental Rate:** \$ _____

In consideration of the mutual covenants and agreements contained herein, Operator agrees to lease to Lessee and Lessee agrees to rent from Operator the above-described storage unit at the Red Cliff Storage facilities (the "Property") located at 36950 Highway 13 North, Bayfield, WI 54814 under the following terms and conditions:

1. **TERM.** This lease shall commence on _____, 20__ and shall continue on a month-to-month basis until terminated by written notice provided at least 10 days prior to the beginning of the next monthly term, or terminated as otherwise provided herein.
RENT. The rent shall be at the Monthly Rental Rate above, payable in advance on or before the first (1st) day of each month by mail or in person to Red Cliff Storage, mailing address 88455 Pike Rd. Hwy 13, Bayfield, WI 54814. Tenant agrees to pay a late payment fee of \$10.00 for rent payments received after the 15th of the month, and a returned-check fee of \$____ if Tenant's payment by check is returned unpaid by the bank for any reason.
2. **RESPONSIBILITY FOR CONDITION OF PROPERTY.** Tenant agrees to keep the storage unit clean and orderly, and to advise Operator of any needed maintenance or repairs. Tenant accepts the Property in its present condition. No express or implied warranties have been made by Operator or Operator's agents regarding the condition of the Property and no agreements have been made regarding future repairs unless specified in this Agreement. Tenant shall not make any alterations to the Property without prior written permission and discretion of Operator. Operator expressly disclaims any liability for damages to Tenant's property due to heat, cold or fluctuating temperature conditions, humidity conditions, or both. If artificial heating is offered to the storage unit, Operator shall only be required to attempt to maintain a temperature above freezing, but Operator cannot guarantee such condition. Tenant agrees that no items shall be stored in the storage unit that are subject to damage from heat, cold, dryness or humidity. Tenant is solely responsible for any damages to property stored in the storage unit. Operator is not obligated to provide security personnel or equipment to protect the Property or the storage unit. Tenant agrees to surrender the Property in clean and broom-swept condition, except for reasonable wear and tear, and acts of God.
3. **USE OF THE PROPERTY.** Tenant shall only use the storage unit for property of a personal or lawful business nature. Tenant shall not place or keep any environmentally hazardous, toxic or otherwise unsafe or dangerous materials in or about the storage unit. Tenant shall not store any items outside the storage unit, nor dispose of any trash outside the storage unit. Tenant agrees not to commit a nuisance in or upon the Property that would substantially interfere with the comfort or safety of occupants of adjacent storage units or buildings. The tenant shall not sublease the storage unit to a third party.
4. **LOCKS.** Tenant shall provide a suitable means of locking the storage unit at his or her expense.
5. **INSPECTION AND MAINTENANCE.** Operator or Operator's agents may enter the Property at reasonable times to inspect, maintain and make repairs to the Property, and at any time in case of emergency that endangers life or property.
6. **LIMITATIONS OF LIABILITY.** NEITHER OPERATOR NOR OPERATOR'S AGENT SHALL BE LIABLE TO TENANT OR TO TENANT'S GUESTS, INVITEES, OR THIRD PARTIES FOR ANY

DAMAGE, INJURIES, OR LOSSES OR DAMAGE DUE TO FIRE, THEFT, WATER, WIND, HURRICANE, COLD, HEAT, EXPLOSION, SMOKE, INTERRUPTION OF UTILITIES, ASSAULT, VANDALISM, ACTS OF THIRD PARTIES, THE CONDITION OF THE PROPERTY, NOR ANY OTHER OCCURRENCE. NOR IS OPERATOR REQUIRED TO CARRY ANY INSURANCE TO COVER SAME. TENANT AGREES TO NOTIFY OPERATOR IMMEDIATELY OF ANY DANGEROUS CONDITION ON OR ABOUT THE PROPERTY. TENANT, AT HIS OR HER OWN EXPENSE, SHALL SECURE INSURANCE COVERAGE SUFFICIENT FOR PROTECTION AGAINST ALL LIABILITIES AND LOSSES WITH REGARD TO TENANT'S USE OF THE PROPERTY AND STORAGE UNIT. TENANT HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD HARMLESS OPERATOR AND OPERATOR'S AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGE TO PERSON OR PROPERTY ARISING DIRECTLY OR INDIRECTLY FROM TENANT'S USE OR OCCUPANCY OF THE PROPERTY.

7. **DEFAULT AND LIEN.** Operator shall have a lien upon all property placed within Tenant's storage unit. In the event that Tenant fails to pay the rent due under this Agreement by the 30th day after it becomes due, Operator may deny access until Tenant's account is paid in full. If Tenant's payments due are more than 60 days in arrears, Operator shall have the right but not a duty to remove and sell Tenant's property at public or private sale to offset Tenant's debts to Operator, including costs of removal and sale, with any surplus proceeds to tenant, or as otherwise provided by law. Operator shall have the right, but not the duty, to relet the storage unit to a new Tenant, at which time this Agreement shall be terminated automatically as of the date the property is removed by Operator.
8. **NOTICES.** All notices to Tenant, including any rate changes, late payment, and lien notices, shall be delivered to Tenant's last mailing address or email address provide by Tenant.
9. **ATTORNEY'S FEES.** The Operator, Operator's agent or any signatory of this lease who is the prevailing party in any legal proceeding against any other signatory of this lease shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including depositions, travel and witness costs, from the non-prevailing party
10. **SAVINGS CLAUSE.** Should any clause of this Agreement be found invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
11. **POSTED RULES.** All rules posted at the Red Cliff Storage facilities are hereby included in this agreement.
12. **ENTIRE AGREEMENT.** This Lease Agreement constitutes the entire agreement between the parties hereto regarding the subject matter herein, and not oral statements or promises from any employee or agent of Red Cliff Storage that conflict with this Lease Agreement shall have any binding effect. This Lease Agreement may be terminated by Operator for any reason with a 30-days notice, or immediately only be amended in a writing signed by both parties. Tenant understands that this lease agreement is a binding contract and legally binding the Tenant's obligations. This Lease Agreement shall be governed under the laws of the Red Cliff Band of Lake Superior Chippewa, and the State of Wisconsin, as applicable.

AGREED TO AND ACCEPTED BY:

Lessee

By: _____
Red Cliff Storage

Date: _____

Date: _____