

STORAGE LEASE AGREEMENT

DATE	TERM	MONTHLY RENT	SECURITY DEPOSIT

LESSEE: _____
ADDRESS: _____
UNIT STORAGE NO: _____
BUILDING: _____

LESSOR: The Dana Point Condominium Association
1519 E. Central Road
Arlington Heights, IL 60005

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on the terms set forth below for the purpose of storing personal property, or as otherwise agreed by Lessor, the Premises described above situated within the above-named building.

1. This lease shall be for a term commencing and terminating as stated above unless extended, which extension shall occur automatically on the last day of the original term and terminate on the last day of the month designated by either party to the other in a written notice of its intention to terminate served on to the other party not less than twenty (20) days prior to the designated termination date. Upon receipt of such notice, this lease shall terminate on the designated termination date. Upon such termination, Lessee shall quietly deliver up the Premises in the same condition as received, reasonable wear and tear thereof expected.
2. Lessee shall pay the above monthly rental punctually on the first day of each month. In the event this Lease commences on a day other than the first of the month, the initial rental payment shall be prorated on the basis of the calendar days remaining in said first month. Without prejudice to any other of Lessor's rights and remedies, Lessor may assess reasonable charges if Lessee defaults hereunder including charges for (a) delinquent payment of rent, (b) return of a check that is not honored, (c) failure to deliver possession upon termination, and (d) failure to remove property upon termination.
3. Lessee has deposited with Lessor and Lessor shall hold without interest the Security Deposit set forth above to secure the performance of each and every covenant and agreement of Lessee under this Lease. Without prejudice to any other of Lessor's rights and remedies, Lessor may apply the Security Deposit to any unpaid rent or to cure any default of Lessee hereunder or to any amount due because of other default by Lessee under this Lease, Lessee shall not apply the Security Deposit to the final month's rent hereunder, but upon termination of the Lease and full payment of all amounts due and performance of all Lessee's covenants and agreements, the Security Deposit or any portion thereof remaining unapplied shall be returned to Lessee.
4. The Premises herein leased shall consist solely of the storage space described above. Lessor shall have the right to limit access to the Premises to such reasonable business hours as may be promulgated by Lessor. Access other than at the time established by Lessor, shall be by appointment with Lessor's manager or other designated agent. The parties acknowledgment and agree that, except in circumstances of Lessees' default, Lessee has in no way delivered or relinquished exclusive possession of the property stored or used in the Premises by entering into this lease, and that Lessees' control and dominion over such property is dependent in no degree upon the cooperation of Lessor.
5. Lessee shall not allow the Premises to be used for unlawful purposes, nor store or use within the Premises inflammable fluids, explosives, or any substance whose storage or use contravenes the law.
6. Lessor shall not be liable for damages or injury caused by failure to keep the Building under repair or for the acts or neglect of lessees or other storage units or any other person. All property stored or used with the Premises by Lessee shall be at Lessee's sole risk. Lessee hereby waives any or all right of recovery against Lessor for any loss to the property of Lessee which is within the scope of any insurance coverage thereon carried by Lessee, such loss or damage including but not limited to loss or damage due to the negligence of Lessor and/or its agents and employees. The proceeds of any insurance which may be carried by Lessor against loss or damage to the Building, its contents, fixtures, or improvements situated adjacent thereto shall be payable solely to Lessor or its mortgagee unless agreed otherwise by Lessor.
7. Lessee shall, at its own expense, keep the Premises in a clean, sightly and healthy condition, and in good repair according to applicable statutes and ordinances and at the direction of public officers having jurisdiction thereover.
8. The Premises are lease herein, as is, at the date hereof. Lessor shall furnish electricity for only such lighting as is contained in the in unit at the date hereof. No other utilities are to be furnished by Lessor or used by Lessee on the premises without the prior written consent of Lessor and on the terms and conditions specified in such written content.

9. Lessee shall make no alterations or additions to the Premises nor install or maintain in the Premises or any part of the building, interior or exterior, major appliances or devices of any kind without, in each and every case, the prior written consent of Lessor and on the terms and conditions specified in such written consent.
10. If at any time a petition is filed against Lessee in any bankruptcy or insolvency proceedings under any state or federal law, or Lessee is otherwise adjudged a bankrupt, makes an assignment for the benefit of creditors, fails to pay rent or otherwise breaches any of the covenants by which it is herein obligated, Lessor may, at any time thereafter at Lessor's election, without notice, declare the term of this lease ended, and re-enter the Premises, or any part thereof, without prejudice to any remedies which might otherwise be used for arrears of rent. Lessor shall have, at all times, the right to distrain for rent due and shall have a valid and first lien upon security interest in all personal property stored in the premises which Lessee now owns, or any hereafter acquired, or has interest in whether exempt by law or not, as security for payment of the rent herein reserved or any amount due because of default hereunder.
11. Lessee acknowledges that since the Premises are leased solely for storage purposes, it is not practical for Lessor to remove and store elsewhere property after termination of this Lease of Lessee's default hereunder, and that Lessor will not be able to relet the Premises as long as the property remains unclaimed. Lessee agrees that in the event it does not remove all of its property from the Premises upon termination of this Lease whether by default or otherwise, all such property shall conclusively be deemed abandoned. At Lessor's option all property so abandoned may be disposed of in any manner and the proceeds applied or retained as Lessor sees fit.
12. Lessee shall indemnify and hold Lessor and its agents harmless from any and all claims and demands for damages or injury, and against all losses, penalties and expenses, arising from the fault or admission of Lessee, from the violation of any statute or ordinance by Lessee, or from any accident or occurrence due directly or indirectly to use or occupancy of the Premises. For the purposes of this paragraph premises shall include the building and the land on which the buildings are located, owned by the Lessor.
13. Lessee agrees to abide by all Rules and Regulations now in effect and such others as may be promulgated from time to time by Lessor in the future to assure the safety and proper care of the storage facilities complex.
14. Lessee hereby irrevocably constitutes any attorney of any court of record of this state to enter Lessee's appearance in such court, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to Lessor or his assignees, by the terms and of this Lease, with costs and reasonable attorney's fees, and to waive all errors and right of appeal from said judgment and to file a consent in writing that a proper writ of execution may be used immediately.
15. No mechanical work of any nature is permitted in the Premises.
16. Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses that are incurred by Lessor in enforcing the covenants and agreements of this Lease.
17. This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
18. Lessee may not assign this Lease or any rights hereunder, or sublet the Premises without the prior written consent of Lessor.
19. All notices required herein or given in connection therewith shall be in writing and shall be deemed duly served if delivered by hand to the named individual or, if other than an individual, to an officer or partner of the addressee, or mailed, postage prepaid, certified mail, return receipt requested to the address set forth above.

I acknowledge that all property not claimed upon termination of this Lease whether by default or otherwise shall be deemed abandoned upon such termination and may be disposed of pursuant to paragraph 11.

IN TESTIMONY WHEREOF, the parties here to have executed this instrument this date as above written.

Signature: _____

Lessor: _____

Name: _____

By: _____

Address: _____

Phone: _____