

EFFINGHAM CLIMATE CONTROLLED STORAGE
109 South First Street - Box 87
Effingham, Illinois 62401
217-857-3822

LEASE AGREEMENT

THIS LEASE is made this _____ day of _____ by EFFINGHAM CLIMATE CONTROLLED STORAGE, 109 South First Street, Box 87, Effingham, Illinois, 62401, hereinafter called "LESSOR", and _____ hereinafter called "LESSEE";

RECITALS

1.01. Lessor leases to Lessee, the premises commonly known as Unit # _____ of EFFINGHAM CLIMATE CONTROLLED STORAGE, 109 South First Street, Effingham, Illinois 62401 (hereinafter called "PREMISES"), being situated upon land legally described as: Lot 1 of a Replat of Lots 7 & 8 of Block 6, Broughton's Addition, Effingham, IL.

2. TERM

2.01. The initial term of this lease shall be for a period of _____ months, commencing on _____ and on a month to month basis thereafter.

3. RENT

3.01. Lessee shall pay Lessor, at Lessor's address, Box 87, Effingham, Illinois 62401 without demand as rent \$ _____ monthly in advance on the _____ day of each month until termination of this lease. Rent is payable at Lessor's address as stated or at such other address as the Lessor may later designate in writing. The time of each monthly payment is of the essence of this agreement. If payment is late, Lessee shall pay \$ _____ per day as late rent penalty.

3.02. Lessee has deposited with Lessor \$ _____ as security for the performance of all promises of the Lessee in this lease. Lessee shall immediately upon notice from Lessor of use of security deposit funds, replenish the security deposit to its original amounts. Upon termination of the lease and full performance of all of Lessee's obligations, so much of the Security Deposit as remains unapplied shall be returned to Lessee. If any of the Security Deposit is applied by Lessor, he may require Lessee to repay the amount within 15 days of written notice to Lessee.

3.03. If at any time during the term of this lease, Lessee abandons the Premises and/or is late in monthly rent payments by more than 10 days, Lessor may, at his option, enter the Premises without being liable for any prosecution, and without becoming liable to Lessee for damages. Lessor may, at his discretion, as agent for Lessee, relet the Premises, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at his option, hold Lessee liable for any difference between the rent that would have been payable, under this lease and the net rent for such period realized by Lessor as a result of such reletting. If Lessor's right of re-entry is exercised following default by Lessee, then Lessor may consider any property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such property in any manner Lessor shall deem proper and Lessor is hereby relieved of liability for doing so.

4. UTILITIES AND FEES

4.01. Lessee agrees to pay all charges for trash collection necessitated by Lessee. Lessor shall pay other standard electric and utility fees.

5. REPAIRS AND MAINTENANCE

5.01. Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at his own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the premises.

6. PROPERTY TO BE STORED

6.01. Property may not be used for a residence, storage of animals, perishable products, offensive smelling materials, flammable materials or any hazardous material. Lessee shall use the premises for purposes of storage only and Lessor shall not be responsible to Lessee for damages to Lessee's property resulting from temperature changes. No alterations shall be made to the premises without Lessor's prior written consent.

7. DAMAGE OR DESTRUCTION

7.01. In the event the premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Lessee shall notify Lessee, within thirty (30) days after such casualty, that Lessor will undertake to rebuild or restore the premises. If Lessor cannot restore or rebuild the premises within the said one hundred eighty (180) days, then the Lease may be terminated at Lessor's option by written notice to Lessee. During the period of untenability, rent shall abate.