

8. LIABILITY INSURANCE

8.01. This Lease Agreement is made on the express condition that Lessor, its agents and assigns shall be free from all liability and claims for damages by the reason of injuries of any kind to any persons, including Lessee or any property of any kind whatever and to whomever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the premises, during the term of this Lease Agreement or any extension of or occupancy under it. Lessee hereby agrees to 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 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, failure of climate control, or from any cause whatever. Lessor shall have the right to enter into and upon the premises at reasonable times for the purpose of inspecting the condition of any property or the facilities.

9. COSTS AND ATTORNEY'S FEES

9.01. If, by reason of any default or breach on the part of Lessee in the performance of any of the provisions of this lease, a legal action is instituted. Lessee agrees to pay all reasonable costs and attorney's fees incurred by Lessor in enforcing this lease. It is agreed that the venue of any legal action brought under the terms of this lease shall be in Effingham County, Illinois.

10. SUBORDINATION

10.01. Lessee agrees that this lease shall be subordinate to any mortgages or deeds of trust placed on the premises, provided, that in the event of foreclosure, if Lessee is not then in default, Lessee may terminate this lease and remove its property.

11. NO WAIVER OF COVENANTS

11.01. Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

12. SURRENDER OF PREMISES

12.01. Lessee agrees, upon termination of this lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor.

13. BINDING ON HEIRS, SUCCESSOR AND ASSIGNS

13.01. Time is of the essence of this Agreement, and the covenants and agreements contained herein shall extend to and be obligatory upon the heirs, assigns, legatees and personal representatives of the respective parties.

14. NOTICE

14.01. Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at P.O. Box 87, Effingham, Illinois 62401 or to the Lessee at \_\_\_\_\_ or at such other address as either party may designate to the other in writing.

15. DEFAULT

15.01. Pursuant to 770 ILCS 95/3, 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. 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. Lessor's rights to enforce its lien shall accrue immediately if the rent has not been paid within 10 days after the due date. Once such lien rights accrue, locks may be removed from the premises and the lien enforced in accordance with 770 ILCS 95/4.

IN WITNESS WHEREOF, the parties have signed this lease effective the date first written.

LESSOR(S)

LESSEE(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_