

RENTAL AGREEMENT

Rent _____

**KD's STORAGE, LLC
118 COUNTY RD. 450
NEW FRANKLIN, MO. 65274
660-848-3135**

Name _____ Tele. _____

Address _____

Work Address _____ Tele. _____

Driver's License Number _____

In case of an emergency who may we contact if we cannot find you?

Name _____ Tele. _____

Address _____

K-D's Mini Storage (Landlord) hereby rents to _____

(Tenant), space # _____, hereafter referred to as the "premises", under the following terms and conditions.

Rent: The rent under this agreement shall be the sum of \$ _____ per month, payable in advance the first day of each rental period. In the event the rent is not paid by the due date a **late fee of Ten dollars (\$10.00)** will be charged to the tenant. If a check given to the Landlord by the Tenant is returned by the Tenant's bank for any reason, Tenant agrees to pay the Landlord the sum of **Twenty Dollars (\$20.00) for each dishonored check**. All subsequent payments must be paid in cash or by money order.

Term of the Agreement: The term of this agreement is from month to month. It may be terminated by the Landlord at any time, for any reason, including but not limited to the non-payment of rent. **Missouri Statute Section 415.415.1 states that the Landlord holds a lien on personal property stored in the rented premises. The property stored in the rented premises may be sold to satisfy said lien if the Tenant fails to pay monthly rent as required by this rental agreement. Any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the occupant within one year after sale of the property. This lien may be enforced by the Landlord if the Tenant is more than thirty (30) days behind in payment of rent.**

Responsibility of Tenant upon Termination of Agreement: If this agreement is terminated by the Tenant, the Tenant agrees to empty rented premises of all personal property. No unwanted property may be left behind. The rent will continue to accrue until the Tenant informs the Landlord that Tenant has moved out, has returned any Landlord property and paid any uncollected rent.

Use of Premises: Tenant agrees to use the space rented under this agreement only for the storage of goods in Tenant's lawful possession. Tenant will keep the space in good condition except for usual wear and depreciation and will use the space for no unlawful purpose. **Tenant will not store noxious, filthy, explosive or highly flammable materials or goods in the space.** Tenant has examined the premises and accepts the premises as suitable for Tenant's storage purpose and waives all defects, if any, therein. Tenant accepts responsibility for placing wood strips

under cardboard boxes, furniture, or other storage items that could be damaged by dampness.

Goods Stored at Tenant's Risk: Tenant understands that Landlord is not storing goods for hire and is not a public warehouse man but rather is merely renting space for storage of unidentified goods by Tenant. **Tenant also understands that Landlord exercises no care or control over any goods stored by tenant, and that Landlord carries no insurance which in any way covers any loss renter may claim to have while renting the storage space.** Tenant acknowledges that all goods are stored at Tenant's sole risk and that insurance for stored goods is available at Tenant's option and expense. Tenant agrees not to subrogate against or allow his insurance company to subrogate against Landlord in the event of loss or damage of any kind or from any cause. Tenant further acknowledges full concurrence and understanding of the provisions by electing to self-insure; **initial _____.** Landlord expressly disclaims all liability and any and all express or implied warranties for or in connection with loss or damage to any goods, stored by or any use made of the premises by Tenant no matter what the cause, including but not limited to loss or damage from fire, explosion, theft, vandalism, wind, water, moisture, mildew, extreme temperatures, insects, rodents, building defects, etc. Tenant agrees to indemnify and hold Landlord harmless from any and all claims demands, actions, or causes or action arising out of, directly or indirectly, from Tenant's storage of any goods in said space. If legal action be brought by Landlord for any breach of this agreement, Tenant agrees to pay Landlord all costs and expenses of said litigation including reasonable attorney's fees incurred by Landlord.

Miscellaneous: Tenant agrees he shall not sublet or assign all or any portion of said space without Landlord's prior written consent. In the event of a situation the Landlord, its agents or assigns, deems an emergency, Landlord, its agents or assigns, will have the right to enter the premises using any necessary reasonable force. **Tenant agrees not to store property that has an aggregate value of over \$5000 or that may cause consequential damage or emotional distress to Tenant or others if it were missing, stolen, sold or damaged. The aggregate value of all property stored in the Unit shall not be deemed to exceed \$5,000 for any purpose, but may be worth less.** Tenant agrees that the Unit is not appropriate for the storage of objects which have sentimental value to the Tenant or others, including but limited to keepsakes, souvenirs, heirlooms, and collector's items; one-of-a-kind or unique property, including but not limited to books, records, writings and works of art; and records relating to items stored in the Unit or their value. Tenant further agrees that the value of any such items that Tenant chooses to store in the Unit shall be limited to the salvage value of the item's raw material. The terms and conditions herein constitute the entire agreement between the parties and provides the sole basis for determination of the parties respective rights and obligations. All provisions hereof are severable. This agreement is binding upon and shall enure to the benefit of the parties hereto, their heirs, successors and assigns. Rental charges for subsequent days, weeks, or months are subject to increase upon advance written notice to Tenant.

Accepted and agreed to upon this date _____

Tenant

Landlord
