

This Missouri Self-Storage Rental Agreement ("Rental Agreement") is made on ____/____/____ (date) by and between _____ [corporate name of lessor] ("Operator") and _____ [full name of tenant] ("Occupant") as follows:

A. The Occupant's contact information ("Contact Information") shall be as follows: Occupant date of birth: ____/____/____

Occupant mailing address: _____

Occupant email address: _____

Occupant driver's license number: _____

Occupant Social Security Number: _____

Occupant telephone number: _____

Occupant's Preferred Method of Contact: **Email** **Mailing address**

B. Operator is authorized to contact the Alternate about Occupant's Unit in case of emergency or if Occupant cannot be reached, but will not to provide access to the Alternate. Alternate name: _____

Address: _____

Phone: _____

C. Service member Status: Is the Occupant on active duty with the Armed Forces, National Guard, Public Health Service or NOAA? Yes No

(If yes, complete Service member's Addendum, Parts I and II).

Do you expect to be on active duty during the term of this lease? Yes No

(If yes, complete Service member's Addendum, Part I).

Are you a spouse, child or other dependent of a service member on active duty? Yes No

(If yes, complete Service member's Addendum, Part I and II).

D. This Rental Agreement shall cover enclosed unit/parking space No. _____, the approximate dimensions of which are _____ x _____ ("Unit"), located at _____

[street address] ("Facility"). Occupant shall have access to the Unit and the Facility subject to the terms of this Rental Agreement.

E. The following fees and charges shall apply to the lease of the Unit: Monthly Rent: \$_____ Security Deposit: \$_____ Monthly Late Charge: \$_____ One-Time Administration Fee: \$_____ other fees and charges may apply. See below.

F. Are you storing a titled vehicle, boat, trailer, personal watercraft, or boat motor? Yes No
(If yes, complete Motor Vehicle/Trailer Addendum or Marine Property Addendum.)

G. Please provide a general description of contents stored:

BY HIS/HER SIGNATURE BELOW, OCCUPANT ACKNOWLEDGES THAT HE/SHE HAS READ, OR BEEN GIVEN AN OPPORTUNITY TO READ, THIS AGREEMENT PRIOR TO SIGNING. OCCUPANT ACKNOWLEDGES THIS RENTAL AGREEMENT IS A BINDING CONTRACT, IT CONTAINS TERMS BELOW AND ON THE NEXT PAGE(S), AND OCCUPANT MAY CONSULT AN ATTORNEY BEFORE SIGNING IF ANY TERMS ARE UNCLEAR TO OCCUPANT. IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date first written above.

OCCUPANT

By _____

OPERATOR

By _____

It's Authorized Representative

1. LEASE. Operator agrees to lease to Occupant, and Occupant agrees to lease from Operator, the Unit identified in "D" above. This Rental Agreement creates no bailment. Operator is not a warehouseman. Except as expressly provided in this Rental Agreement or by law, the exclusive care, custody and control of all personal property stored in the Unit remains vested in the Occupant at all times, even if Occupant is denied access to the Unit by reason of Occupant's default. Occupant shall have access to the Unit and the Facility subject to the terms of this Rental Agreement.

2. RENT; TERM; FEES AND CHARGES. [Check "(a)" or "(b)" below]

___ **(a) Rent due on Anniversary Date.** Occupant's right to store property in the Unit shall begin on the date listed above ("Move-In Day"), and the term of this Rental Agreement shall continue thereafter on a month-to-month basis until terminated as provided herein. Occupant agrees to pay the Operator a first installment of Monthly Rent in the amount listed in "E" above at the signing of this Rental Agreement, and thereafter Occupant agrees to pay the Monthly Rent, without demand, invoice, setoff or deduction, on or before the Anniversary Date in each subsequent calendar month. The Anniversary Date shall be the same calendar day of each subsequent calendar month as the Move-In Day. If the Move-In Day is on the 29th, 30th, or 31st day of the month, then the Anniversary Date in any subsequent calendar month having fewer than 29, 30 or 31 days shall be the last day of the calendar month (Example: if the Move-In Day is January 30, first Anniversary Date will be February 28; the second Anniversary Date will be March 30, etc.).

___ **(b) Rent due on First Day of the Month.**

Occupant's right to store property in the Unit shall begin on the date listed above ("Move-In Date") and continue through the end of the first calendar month. Thereafter, the term of this Rental Agreement shall continue on a month-to-month basis from the first day of each month until the first day of the subsequent month unless terminated as provided herein. Occupant agrees to pay at the signing of this Rental Agreement as rent for the initial term a portion of the Monthly Rent identified in "E" above prorated for the number of days remaining in the first calendar month. Thereafter, Occupant agrees to pay the Operator as Monthly Rent, without demand, invoice, setoff or deduction, the amount of Monthly Rent listed in "E" above on or before the first day of each calendar month.

No refunds of Monthly Rent will be made for any reason.

Occupant also agrees to pay the Monthly Late Charge identified in "E" above in the event Occupant's Monthly Rent is not paid within five (5) days after the date on which it is due. In addition to the foregoing, Occupant agrees to pay a One-Time Administration Fee in the amount listed in "E" above. The One-Time Administration Fee and Monthly Late Charge are non-refundable.

Occupant also agrees to pay a Security Deposit in the amount listed in "E" above. Occupant's Security Deposit, if any, shall secure Occupant's faithful performance of Rental Agreement. Operator is not required to keep the Security Deposit in a segregated fund, nor shall Operator be required to pay interest on such funds. Operator, in its sole discretion, may apply some or all of the Security Deposit to any amounts Occupant owes under the terms of this Rental

Agreement. Unapplied portions of the Security Deposit will be returned to the Occupant following the termination of the Lease.

3. ADDITIONAL TERMS. In addition to the terms provided for in this document, the Occupant and Operator have agreed to the following additional terms, which shall supersede any contrary terms in this Rental Agreement, and no others:

4. LIMITS ON USE. Occupant will use the Unit only to store Occupant's personal property. Occupant will not conduct any business in or at the Unit or Facility; allow any animal or human to live in the Unit; engage in any activities in the Unit or at the Facility that, in Operator's sole discretion, pose an unreasonable risk of harm to person or property; or make or create any waste or nuisance; or interfere with the use of the Facility by others. Occupant will not store, generate, use or dispose of in the Unit or at the Facility any Hazardous Substance (which, as used herein, shall mean any substance which is toxic, ignitable, reactive, or corrosive and which is or becomes regulated by any local government, the State of Missouri, or the United States government; all material or substances defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to any applicable law; as well as, but not limited to, asbestos, polychlorinated biphenyls, and petroleum), nor shall Occupant store any perishable goods, carcasses, flammable materials, explosives or other inherently dangerous material in the Unit or at the Facility.

Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Unit and its use. Occupant shall neither use the Unit or Facility for the commission of any crime, nor store in the Unit nor bring to the Facility any property which is unlawful for Occupant to use, possess or store.

5. LIENS ON STORED PROPERTY. Occupant represents to Operator that none of the property stored in the Unit is subject to the lien of any third party, except as follows:

PROPERTY

LIENHOLDER

LIENHOLDER'S ADDRESS

If property stored in the Unit after the signing of the Rental Agreement is or becomes subject to the lien of any third party, Occupant agrees to notify Operator immediately in writing of the property subject to the lien and the lienholder's identity and address.

6. OPERATOR'S LIEN. The Missouri Self Storage Facilities Act, RSMo §§ 415.400-.430 ("Act"), grants Operator a lien on all personal property stored within the Occupant's Unit for rent, labor, or other charges, and for expenses reasonably incurred in the sale of such personal property. The property stored in the Occupant's Unit may be sold to satisfy such lien if the Occupant is in default. 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 the sale of the property. The Operator's lien shall have priority over all other liens except those liens that have been perfected and recorded on personal property. The proceeds

of any sale made shall be applied to satisfy the lien, with any surplus being held for delivery on demand to the Occupant or any other lienholders which the Operator knows of or which are identified by the Occupant as provided in paragraph 4 above. If the Operator complies with the provisions of the Act, the Operator's liability to the Occupant shall be limited to the net proceeds received from the sale of the personal property, and to other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by the other liens.

7. **INSURANCE; ASSUMPTION OF RISKS.** Operator is not responsible for loss or damage to stored goods. Occupant shall be responsible for providing insurance, if any, for property stored in Occupant's Unit. Operator does not insure Occupant's property, or otherwise provide casualty insurance covering Occupant's Unit or property. Occupant agrees to personally assume all risk of loss to property stored in the Unit, including but not limited to damage or loss by unexplained disappearance; burglary; theft; explosion; fire; smoke; water; moisture; mold, mildew; exposure to elements; temperature variation; vandalism; vermin; pests; disclosure of confidential, personal or proprietary information or data; the negligent acts or omissions of Operator and Operator's agents, affiliates, representatives and employees ("Operator's Agents"), utility disruption or acts of God (collectively "Risks"). Occupant waives any right of recovery against Operator or Operator's Agents for insured or insurable claims of Occupant, and Occupant waives insurance subrogation against Operator's insurers, if any, for all claims covered by Occupant's insurance. This paragraph is subject to any limitations on its terms imposed by law.

8. **RELEASE; INDEMNITY; LIMITATION OF OPERATOR'S LIABILITY.** Occupant releases Operator and Operator's Agents from any and all liability for loss, damage, or injury of or to property or persons in the Unit or at the Facility from any cause whatsoever, including but not limited to the negligent acts or omissions of the Operator and Operator's Agents and the Risks. Occupant will indemnify and hold Operator and Operator's Agents harmless from all claims, damages, government fines, lawsuits, and the costs and expenses of defending the foregoing which relate to or arise from Occupant's use or misuse of the Unit or Facility, including but not limited to the negligent acts or omissions of Occupant, Occupant's agents, or any person in the Unit or at the Facility at the request or invitation of Occupant ("Occupant's Guests") or Occupant's breach of any terms of this Rental Agreement; or the loss or disclosure of confidential, personal or proprietary information or data. Occupant's duty to indemnify shall exist even if the indemnified acts are caused or alleged to be caused by Operator or Operator's Agents, in whole or in part. Occupant agrees that Operator's or Operator's Agent's liability to Occupant for all claims and purposes is limited to the maximum of \$5,000 in the aggregate. This paragraph is subject to any limitation on its terms imposed by law.

9. **LIMIT ON VALUE.** Occupant agrees that the Unit is not appropriate for the storage of objects which have sentimental value to the Occupant 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, which cannot be replaced; items for which there is no resale market readily available; and records relating to items stored in the Unit or their value. Occupant further agrees that the value of any such items that Occupant chooses to store in the Unit shall be limited to the salvage value of the item's raw materials.

Without Operator's written permission, Occupant agrees not to store property that has an aggregate value of over \$5,000 or that may cause consequential damages or emotional distress to Occupant 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.

10. **DEFAULT.** "Default" as used herein shall mean Occupant's failure to perform on time any obligation or duties set forth in this Rental Agreement. If Occupant is in default, Operator may pursue any remedies available under this Rental Agreement or available at law. In the event of default, Occupant may be denied access to the Unit, or if Unit is a space for parking a vehicle, Operator may take steps to prevent removal of the stored property. Operator's exercise of any one remedy shall not constitute a waiver of any other available remedies for default. If Occupant has rented more than one unit or space at the Facility, a default with regard to any one unit or space shall be a default as to all such units and spaces, and the Operator may deny the Occupant access to all rented units and spaces.

11. **OCCUPANT TO SECURE PROPERTY.** Occupant agrees to secure the Unit with a lock or locks of Occupant's choosing, or if the Unit is a parking space for a vehicle, to lock or secure such vehicle as Occupant sees fit. Occupant shall not give any key or combination to any lock securing a Unit or vehicle to Operator. Occupant is solely responsible for others accessing Occupant's Unit or property stored in the Unit. Operator has no duty to restrict, limit or screen those who access the Unit.

12. **ADDITIONAL FEES.** Occupant shall be responsible for all reasonable rent collection and lien enforcement expenses incurred by the Operator, in addition to any Monthly Late Charges or Monthly Rent. Occupant also shall be responsible for such other fees and charges as are set forth in this Rental Agreement.

13. **TERMINATION AND HOLDOVER.** Upon fifteen (15) days written notice to Operator, Occupant may terminate this Rental Agreement at any time. Upon giving at least fifteen (15) days written notice to the Occupant before the end of any monthly term, Operator may terminate this Rental Agreement at the end of such term. If Occupant is in default, Operator may terminate this Rental Agreement upon at least three (3) days written notice to Occupant. Upon termination of the Rental Agreement, Occupant must vacate the premises immediately. Occupant may not holdover. If Occupant holds over or for any other reason fails to remove Occupant's property from the Unit upon termination of the Rental Agreement, Operator may, in Operator's sole discretion and without notice, treat Occupant as a tenant at sufferance, in which case all rights and obligations contained in this Rental Agreement shall continue, including but not limited to payment of Monthly Rent, Monthly Late Charges and all other fees and charges that apply, or Operator may treat Occupant as a trespasser and pursue all available remedies for such trespass.

14. MOVE OUT DUTIES. At the end of any rental term or upon termination of the Rental Agreement, Occupant must remove all of Occupant's locks from the Unit; remove all contents and trash from the Unit and Facility; and leave the Unit in the same condition as when Occupant rented the Unit, reasonable wear and tear excepted. On the day of move out, Occupant must notify Operator that Occupant has moved out of the Unit.

15. ABANDONMENT. (1) Occupant will be deemed to have "abandoned" the Unit if:

(a) Notice of termination has been given by Occupant or Operator;

(b) Occupant's lock has been removed from the Unit (if enclosed) by someone other than the Operator; and

(c) The termination date has passed.

(2) Occupant also will be deemed to have "abandoned" the Unit if:

(a) Occupant is in default;

(b) Occupant's lock has been removed (if the Unit is enclosed) by someone other than the Operator or has been removed by Operator when preparing for a lien sale; and

(c) The Unit contains nothing of value to the ordinary person in Operator's sole discretion.

(3) Occupant also will be deemed to have "abandoned" the Unit if:

(a) Unit is in default;

(b) Operator has attempted to contact the Occupant using, Occupant's last known mailing address, telephone number or e-mail address; and

(c) Operator has had no written communication from Occupant for at least six months.

(4) Occupant also will be deemed to have abandoned the Unit for purposes of obtaining a vehicle title in preparation for a lien sale if:

(a) Occupant is in default; and

(b) Occupant's Unit contains a vehicle or other titled property.

(5) Occupant also will be deemed to have abandoned any property left outside an enclosed Unit or outside any vehicle, boat or trailer parked in a parking space. When a Unit has been abandoned as defined in (1) - (3) above, Occupant waives all rights to possess the Unit and its contents, and Operator may remove and dispose of all contents remaining in the Unit. When items of property have been abandoned as defined in (4) - (5) above, Occupant waives all right to possess the property and Operator may remove and dispose of the property. Upon abandonment of the Unit, this Rental Agreement shall terminate immediately if not previously terminated

16. DAMAGED PREMISES. In case of damage by fire or other casualty which causes the Facility to be unfit for use, Operator shall have the option of either repairing the damage or terminating this Rental Agreement upon three (3) days written notice to Occupant. If Operator decides to repair the Facility, it shall be done as expeditiously as possible after having notified Occupant of the decision to do so. If in the sole opinion of Operator, the Unit has been rendered un-tenantable by the fire or other casualty, then Occupant shall remove Occupant's property from the Unit and Occupant's obligation to pay rent shall abate during the period of the repair and restoration of the damaged premises. Provided however, Occupant shall be liable for damage to the Unit or the Facility caused by fire or other casualty or event due to Occupant's willful or negligent

acts and in such event Occupant's obligation to pay rent shall not abate during the period of repair or restoration of the Unit or the Facility. Upon request, Occupant shall remove Occupant's stored property from his/her un-tenantable Unit during Operator's repair or restoration of damaged premises involving the Unit.

17. OPERATOR'S RIGHT TO ENTER AND INSPECT UNIT.

Occupant will provide access to the Unit to Operator, Operator's Agents, or governmental authorities upon three (3) days written notice to the Occupant. If Occupant fails or refuses to grant the requested access, in the event of an emergency, or upon Occupant's default, Operator or Operator's Agents shall have the right, but not the obligation, to remove Occupant's locks and enter the Unit in order to examine the Unit or the contents thereof; to make repairs or alterations to the Unit; to preserve or protect the Unit or Facility; to comply with applicable laws, including Hazardous Substance regulations; or to exercise any of Operator's rights. If the Unit is damaged by Occupant or if Occupant fails to remove the contents of the Unit upon termination of this Rental Agreement, Occupant agrees to pay on demand all expenses reasonably incurred by Operator to clean out and repair the Unit, including all costs to remove and remediate the effects of Hazardous Substance.

18. OFFICIAL INQUIRY, SEARCH WARRANTS AND LEGAL PROCESS. Operator may disclose Occupant's name, unit number and contact information to officers of the law. Other provisions of this Rental Agreement notwithstanding, upon presentation of a search warrant or other judicial or administrative process or order by a governmental authority, Operator may identify or open the Unit or allow such governmental authority to open the Unit, and such governmental authority may lock the Unit. Operator also may lock the Unit, but has no obligation to do so.

19. NO LOCK. If Occupant's Unit is unlocked at any time during the term of this Rental Agreement, Operator has the right, but not the obligation, to secure the Unit. If Operator chooses to lock Occupant's Unit, such action shall not constitute a conversion of Occupant's property or a denial of access to Occupant's property, and Operator assumes no duty to protect, secure, or care for Occupant's property by placing a lock on the Unit.

20. PARTIAL PAYMENTS. Operator is not required to accept partial payments. If Operator does accept a partial payment, that partial payment does not relieve Occupant of his/her obligations under the Rental Agreement or prevent Operator from exercising its rights upon default, including pursuing a lien sale. At Operator's option and without notice, Operator may apply money received to delinquencies before current obligations and to non-rent obligations before rent, regardless of any notations on checks or money orders and regardless of when the obligations arise.

21. BANKRUPTCY. In the event that the Occupant files a voluntary petition in bankruptcy, suffers a petition in involuntary bankruptcy to be filed against Occupant, makes an assignment for benefit of Occupant's creditors, is placed in receivership, or is the subject of any other type of legal action wherein the right to use or occupy the Unit is in issue, then at the option of Operator, this Rental Agreement shall terminate and Occupant shall thereafter have no right, title or interest in or to the Unit.

22. CHANGE OF CONTACT INFORMATION; NOTICES. Occupant shall provide written notice of any change in

the Contact Information or Service member status provided in paragraphs A and C above, and the Service members Addendum Part I, within ten (10) days of such change. The parties agree that a return address on an envelope or an address or telephone number on a check shall not be sufficient notice of a change of any part of the Occupant's Contact Information. Unless otherwise provided by law or this Rental Agreement, all notices or demands that are permitted or required under the Rental Agreement may be personally delivered or posted by U. S. Mail, first class postage prepaid, and addressed to the party at the address provided for in this Rental Agreement or any notice of change. Such notices will be deemed delivered upon mailing or upon delivery, if personally delivered.

23. APPLICABLE LAW. This Rental Agreement shall be governed by the laws of the State of Missouri, exclusive of any choice of law provisions.

24. TIME IS OF THE ESSENCE IN THIS CONTRACT.

25. NO ALTERATIONS. Occupant shall not make any alterations or improvements to the Unit or Facility, or permit any other person to make any such alterations or improvements, without the prior written approval of the Operator.

26. NO SUBLETTING OR ASSIGNMENT. Occupant may not sublet or assign this Rental Agreement to any other person or entity without the prior written approval of the Operator.

27. ATTORNEY'S FEE; WAIVER OF JURY TRIAL. If Operator engages an attorney to enforce the terms of this Rental Agreement, to regain possession of the Unit, or to seek the appointment of a personal representative for Occupant, Occupant agrees to pay reasonable attorney's fees incurred by the Operator. In the event of any lawsuit arising from or in conjunction with this Rental Agreement or the use or possession of the Unit or Facility, Occupant waives his/her right to a jury trial.

28. BINDING NATURE OF AGREEMENT. This Rental Agreement shall apply to and be binding upon the respective heirs, successors, assigns, and personal representatives of Operator and Occupant.

29. INVALIDITY. If any part of this Rental Agreement is deemed invalid, unenforceable, or prohibited by law, only that provision shall be ineffective and only to the extent of such prohibition and invalidity. The remaining provisions of the Rental Agreement shall remain in effect.

30. HEADINGS. The paragraph headings have been inserted for ease of reference only and shall not restrict or modify the meaning of the respective paragraphs of this Rental Agreement.

31. RULES AND REGULATIONS. Operator shall post in a conspicuous location the rules and regulations governing the use of the Facility by Occupant, Occupant's agents and Occupant's Guests ("Rules and Regulations"). Occupant, Occupant's agents, and Occupant's Guests shall comply at all times with the Rules and Regulations, and Occupant agrees to ensure such compliance. Operator shall have the right from time to time to change the Rules and Regulations, which changes will become effective upon their posting in a conspicuous location at the Facility. The Rules and Regulations, as amended from time to time, are deemed a part of this Rental Agreement. Occupant may request a copy of the Rules and Regulations at any time.

32. AMENDMENTS. Operator may change the terms of the Rental Agreement, including but not limited to the Monthly Rent, Monthly Late Charges, or any other fees

or charges, by providing written notice to the Occupant at least thirty (30) days prior to the effective date of the change. The Rental Agreement, as revised, will automatically continue thereafter on a month-to-month basis until terminated as provided herein, and such revised Rental Agreement will not require Occupant's signature to become effective. Otherwise, this agreement may only be amended in writing signed by parties, unless otherwise provided herein.

33. NO WARRANTIES; "AS IS". Operator makes no express warranties. Operator disclaims and Occupant waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Occupant acknowledges that Operator's Agents have no authority to make warranties, express or implied.

Occupant inspected or had the right to inspect the Unit and Facility before signing this Rental Agreement.

Occupant finds the Unit and Facility suitable for Occupant's use and accepts the same "as is", including but not limited to existing entrance and exit controls; heating, cooling, or humidity controls; lighting; video cameras; doors, hasps, and latches; and fences/gates ("Controls"), or lack of any one or more Controls.

Operator does not promise, or have a duty to provide for, the safety or security of persons or property in the Unit or Facility under any circumstances, including but not limited to by maintaining continuous and uninterrupted operation of the Controls, if any.

Occupant acknowledges that Controls, if any, may not be monitored or operational at any given time, and Occupant is not relying upon the uninterrupted presence of Controls in entering into this Rental Agreement. Instead, Occupant is relying solely on Occupant's own inspection, subject to the provisions of this Rental Agreement, and nothing else.

34. ENTIRE AGREEMENT. This Rental Agreement, including any Addenda hereto; the additional provisions set forth in paragraph 3, if any, and the Rules and Regulations provided for in paragraph 31, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no other representations, warranties or agreements by or between the parties which are not fully set forth herein.

35. COPYRIGHT MATERIAL. This Rental Agreement is subject to a copyright claimed by the Missouri Self Service Storage Owners Association ("Association"), and this Rental Agreement may be used by the Operator only by permission from the Association. If Operator uses this Rental Agreement in violation of the Association's copyright interest or without permission from the Association, the Occupant may declare this Rental Agreement void and unenforceable at any time.

Missouri Self Storage Owners Association Model Rental Agreement Form 08/15

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