

NEXT PAYMENT DUE _____

Units# _____

IN THE AMOUNT OF _____

Size: _____

CLARK STORAGE LLC

RENTAL AGREEMENT

West Location: 920 N. Ensign Trace **North Location:** 2309 N Walnut

Office Location: 605 N. Walnut, **Mailing:** P O Box 406

Cameron MO 64429

Phone: 816-632-3150 or **fax:** 816-632-2021

This agreement is between Clark Storage LLC owners and Tenants (1) _____

and/or (2) _____

Address: _____ Lot/Apt # _____ City _____ State _____ ZIP _____

(The above address is the only one notified for past due statements and/or lien sale notices.)

Phone #s: (Home) _____ (Cell) _____ E-mail address: _____

*****PLEASE NOTIFY THIS OFFICE of CHANGE IN ADDRESS or PHONE*****

Employer(s): (1) _____ work # _____ (2) _____ work # _____

SSN:(1) _____ (2) _____ DOB:(1) _____ (2) _____ DL#(1) _____ &(2) _____

Local contact (relative/friend) _____ Relationship to you: _____ Phone: _____

Pursuant to 4.1 (B) of the Missouri Self-Storage Facilities Act, OWNER directs OCCUPANT to disclose the name and address of any lien holders with an interest in personal property that is or will be stored at the self-service facility and OCCUPANT represents that there are no liens against the personal property stored or to be stored in or on the storage space or at the facility EXCEPT the following _____.

1. Rent in the amount of _____ is due from OCCUPANT on the **FIRST of each month regardless of your move in date.** *(One month minimum.)*
2. OCCUPANT agrees to pay a security deposit in the amount of _____ which will be returned **if** when OCCUPANT moves from storage unit, they **provided a ten (10) day notice prior to vacating the premises**, rent & fees have been paid in full and the storage unit is left clean and there are no damages. *(Damage deposit is NOT the last month's rent.)*
3. **OCCUPANT agrees to give a ten (10) day notice to OWNER before vacating property**, and agrees to leave unit emptied, broom cleaned, in good condition, and ready to re-rent. **Failure to do so will result in a forfeit of the deposit.**
4. **WE WILL NOT SEND YOU A MONTHLY STATEMENT.** Please mail or bring payment into the office. A payment slot has been provided for your convenience. **(Please make sure payment is identified with your name and Unit #.)**
5. If payment has not been received by the end of the day on the 5th of the month **a late fee will be charged.** The OWNER may, and will, at this time take possession of property by either over-locking the storage unit or cutting off the lock until payment in full is received. **If the lock cannot be cut off & it is necessary for us to contact a locksmith to remove the lock, his charges will be added to the tenant's balance due.**
6. **A partial payment will NOT stop fees or official procedures.** Any agreement between tenant and management to extend payment dates or defer sale of goods must be in writing and signed by both management and tenant to be binding.
7. **A \$25.00 fee will be charged for all NSF checks as well as a monthly late fee if applicable.** Future payments may be requested in the form of a money order or cash.
8. OCCUPANT shall not hang anything from roof rafters, or damage unit in any way. **OCCUPANT must notify OWNER of any evidence of tampering of locks or damage to building.**
9. The leased space shall be used only for the storage of **non-perishable items.** **No animals, food items, flammables, explosives, dangerous chemicals, or other dangerous and/or illegal items will be stored therein**, nor be used for residential or unlawful purposes.

Initials= _____

SEE BACK PAGE FOR MORE INFORMATION

10. **OCCUPANT ASSUMES ALL RISK of loss or damage**, and acknowledges that **OWNERS maintains NO INSURANCE** on such articles or goods, and agrees OWNERS are not bailees of OCCUPANT'S goods. Owners are not responsible for any mold damage to tenant's personal property. OCCUPANT shall hold OWNER harmless from any and all liability for OCCUPANT'S use of leased premises herein described.
11. If OCCUPANT desires to keep the storage space locked he must **provide his own lock and keys** and assumes full responsibility for who has possession of the keys. **Only one lock per door is allowed.** If more than one lock is attached OCCUPANT may be subject to a \$10.00 fee for removing the extra lock. **OWNER shall not be liable for any loss or damage.**
12. OWNERS shall have the right of access to the leased premises for the purpose of maintenance/repairs, or in the case of an emergency.
13. **VACATING UNIT: Any rented unit found without a lock & no personal items inside will be considered abandoned whether or not the tenant has notified us they are out. We can & will at that time rent the unit to someone else without any liability from previous tenant. Tenant's lock must be removed upon termination of occupancy.** Failure to remove lock will result in you being charged the next month's rental fee.
14. This lease/rental agreement is not assignable, nor may OCCUPANT sublet the premises without prior consent of OWNERS.
15. **IF OCCUPANT DOES NOT PAY MONTHLY RENT WHEN DUE AND SAID DEFAULT SHALL CONTINUE FOR MORE THAN 30 DAYS, OWNER AT THEIR OPTION MAY:**
 - A. Seize OCCUPANT'S property in said storage unit by cutting OCCUPANT'S lock and/or over locking unit with OWNER'S lock. **If a locksmith is necessary to remove locks, his charges will be added to Tenant's balance due.**
 - B. Proceed to sell any or all of the stored goods to satisfy arrears at a public or a private sale,
 - C. Institute legal action for collection of past due rent, damage cost, reasonable attorney fees, court costs, and any other costs Incurred.

The above remedies are not exclusive or sole remedies. OWNERS may at OWNER'S sole option exercise any one or all of said remedies, together with any available legal actions.

Notice of default and time and place of any public or private sale shall be mailed by U.S. postal service at least 10 days prior to any such sale, to the last known address as indicated on this agreement. ***OCCUPANT will be charged for certified mail plus a cost of newspaper ads plus any handling fees or if we have to hire a locksmith to drill your lock off.***

Only payment in the full amount of the lien will be accepted to satisfy lien.

Partial payments will not stop any auction procedures or legal actions. After repeated Lien Sale notices the Owners reserve the right to cancel this agreement and may request you vacate the property within five (5) days.

Missouri Law to Apply: This storage Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Missouri 415.415 . The Missouri Self-Storage Facilities Act grants to OWNER or operator has a lien on all personal property stored within each OCCUPANT'S leased space for rent, labor and other charges and for expenses reasonably incurred by OWNER in the sale of such personal property, as provided in sections 415.400 to 415.430. The personal property stored within OCCUPANT'S storage unit may be sold to satisfy such lien if the OCCUPANT is in default and any proceeds from such sale which remain after satisfaction of the lien will be paid to the State Treasurer if unclaimed by the OCCUPANT within one (1) year after the sale of the property.

We will strictly enforce all policies and conditions in our contract. We appreciate your business and request that you let us know if we can be of further help.

Rent Pd _____ Security Deposit Pd _____ Prorate Rent Pd _____ TOTAL Pd _____

(Check-outs after the 10th of the month pay a full month's fee.)

X
Occupant's Signature _____ Date _____

Occupant's Signature _____ Date _____

Owner (or Agent) _____ Date _____

07/11/07