

NEXT PAYMENT DUE _____

UNIT # _____

IN THE AMOUNT OF _____

SIZE _____

CLARK STORAGE, LLC

RENTAL AGREEMENT

West Location: 920 N. Ensign Trace North Location 2309 N. Walnut St.
Office Location: 605 N. Walnut St. Mailing: P.O. Box 406/Cameron, MO 64429
Phone: 816-632-3150 or 816-632-0296

The following agreement is binding and between Clark Storage, LLC and Occupant of storage contents. *Required

*NAME #1 _____ *PHONE # _____

*ADDRESS _____ LOT/APT# _____

*CITY _____ STATE _____ ZIP CODE _____

*EMAIL ADDRESS _____

*EMERGENCY CONTACT _____ PHONE _____

RELATIONSHIP TO YOU _____

*NAME #2 _____

*ADDRESS _____

*CITY _____ STATE _____ ZIP CODE _____

*EMAIL ADDRESS _____ PHONE _____

I understand it's my responsibility to notify Clark Storage (dba A-1 Self Storage) of any changes in my contact information. _____

Will active military be storing contents in the unit? _____ It's the responsibility of occupants to notify Clark Storage, LLC in writing if occupant(s) become active military.

Pursuant to 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) Monthly rent in the amount of _____ is due from OCCUPANT on the **FIRST of each month REGARDLESS OF YOUR MOVE IN DATE.** Payment can be made in the form of cash, check, money order, or check mailed from Occupant's bank. One month minimum is required. Credit, Debit, Venmo, PayPal, etc are not accepted at this time.
- 2) Occupant agrees to pay a security deposit of _____ which will be returned if the unit is returned to OWNER swept out, all items removed, and with all fees paid. Failure to do so will result in a forfeit of the deposit. The security deposit is NOT the last month's rent.
- 3) **CLARK STORAGE DOES NOT SEND MONTHLY STATEMENTS**, except see #4 for details. Please mail or bring payment into the office. In the event the office is closed, we have provided a payment slot next to the front door for your convenience. In addition, we have provided envelopes for your convenience and they are located on the south end of the office building. Payments are required to have name, unit number and phone number on them.
- 4) **Payments not received by the end of the 5th day of a month will be charged a \$10.00 late fee.** A late statement will be mailed to the last known address. The OWNER will take possession of the storage unit and its contents by either an overlock or cutting off the lock (\$25 fee) until payment is received in full.
- 5) When certified lien letters (\$15 fee) have been mailed, partial payment will NOT stop fees or required procedures unless contact has been made by phone or in person. Any agreement between occupant and management to extend payment dates or defer sale of goods must be in writing and signed by both management and occupant to be binding.
- 6) There is \$25.00 fee for NSF checks and future payments must be in the form of cash or money order.
- 7) Occupant(s) will not hang anything from roof rafters or damage unit in any manner.
- 8) Occupant(s) will notify OWNER of any evidence of tampering of locks or damage to building.
- 9) The Occupant(s) will only use storage space for nonperishable items. No animals, food items, flammables, explosives, dangerous chemicals, drug or drug paraphernalia, or other illegal items will be stored in units.
- 10) Clark Storage, LLC prohibits the use of storage space for residential purposes.
- 11) Occupant(s) acknowledge the storage space which is rented is **NOT TEMPERATURE CONTROLLED.**
- 12) Occupant(s) assume all risk of loss or damage, and acknowledge the Owner maintains NO INSURANCE on such articles or goods, and agree Owner is NOT bailees of Occupant(s) goods.

13) Occupant(s) releases Owner of any liability or responsibility of damage to storage contents due to fire, water damage, mold, theft, mice, birds, wasps and the like. Owner is not responsible for any mold damage to personal items or liable for any loss or damage.

14) Occupant(s) are required to provide their own lock and keys to secure the unit and assumes full responsibility for handling of keys. Only one lock is allowed per door. If more than one lock is attached then Occupant(s) may be subject to additional fee for Owner removing the extra lock.

15) Owner has the right of access to the leased premises for the purpose of maintenance, repairs, or in the case of an emergency.

16) **VACATING UNIT:** Any rented unit found without a lock and no personal items inside will be considered abandoned whether the occupant has notified owner they are out or not. The owner can, at that time, rent the storage space to another occupant without any liability to the owner. The occupant(s) lock **MUST** be removed upon termination of the occupancy. Failure to remove lock will result in a charge for the next month.

17) The rental agreement and the storage space is not assignable, nor may Occupant(s) sublet the premises without prior written consent of Owner. Should the occupant allow someone **NOT** on the rental agreement to use storage space, it will be the occupant's responsibility to notify Clark Storage, LLC in writing along with the other persons name, address, and contact information. In addition, Clark Storage, LLC **MUST** agree to this change and acknowledge it in writing.

18) Clark Storage, LLC retains the right to close the facilities or access to the storage spaces if they so deem it necessary.

19) If the property in a storage space is a vehicle, watercraft, or trailer and rent and other charges remain unpaid for sixty days, the owner may treat the vehicle, watercraft, or trailer as an abandoned vehicle and have the vehicle, watercraft, or trailer towed from the self-service storage facility or sell the vehicle. The owner shall not be liable for the vehicle, watercraft or trailer for any damages once the tower takes possession of the property.

20) **CONDUCT:** Occupant and Occupant's guests and invitees shall conduct themselves and communicate with Owner, Owner's employees and agents in a professional, businesslike manner. Abusive or harassing language or conduct by Occupant or Occupant's guests is a breach of this Agreement. If any provision of this paragraph is violated, Owner shall have the right to immediately terminate this Agreement and to exercise any other remedies provided by law, including immediate removal of Occupant(s) property from the storage space and facility.

21) IF OCCUPANT(S) DOES NOT PAY MONTHLY RENT WHEN DUE AND SAID DEFAULT SHALL CONTINUE FOR MORE THAN 30 DAYS, OWNER WILL THEN:

****Seize Occupant(s) property in said storage unit by cutting the Occupant(s) lock (\$25 charge) and overlocking unit with Owner's lock.**

****Proceed to sell any or all of the stored goods to satisfy arrears at a public sale.**

****Initiate legal action for collection of past due rent, reasonable attorney fees, court costs and any other costs incurred.**

At least forty-five days before any disposition of property, the occupant will be notified by first class mail OR electronic mail using occupant(s) last known address.

Notice of default, date and time of any public sale shall be mailed by the U.S. Postal Service OR electronic mail at least 10 days prior to any such sale to the last know address indicated on this agreement. Occupant will be charged for certified mail fees, cost of newspaper notices and locksmith fees prior to sale.

Only payment in full amount of the lien will be accepted to satisfy the lien. Partial payments will not stop any auction procedures or legal actions. The Owner reserves the right to cancel the agreement and request occupant to vacate storage space IF repeated Lien Sale notices occur.

This storage agreement and any action rising 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 the Owner or operator 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 415.425. The personal property stored within Occupants 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. If the occupant is in default for a period of more than forty-five days, the operator may enforce the lien.

Rent Pd _____ Deposit Pd _____ Prorate Rent Pd _____ Total Pd _____

Occupant Signature Date

Occupant Signature Date

Owner (or Agent) Signature Date