

WEBSTER'S MINI-STORAGE
P.O. BOX 163
ROSE HILL, KS 67133-0163
(316) 776-2169

RENTAL AGREEMENT

This agreement, executed in duplicate at Rose Hill, County of Butler, State of Kansas, on this _____ day of _____, 20____, between Webster's Mini-Storage, herein after called the LESSOR/OWNER and the LESSEE/OCCUPANT whose name is:

NAME _____ ADDRESS _____
CITY _____ STATE _____ ZIP _____
HOME PHONE _____ CELL PHONE _____
E-MAIL _____ POSITIVE ID _____
PLACE OF EMPLOYMENT _____ BUSINESS PHONE _____
EMERGENCY NAME _____ RELATIONSHIP _____ PHONE _____
UNIT NO. _____, _____, SIZE _____ X _____, _____ X _____ RENTAL RATE _____, _____

1. **APPLICABLE LAW: THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE KANSAS SELF-STORING ACT, K.S.A.58-813 TO 58-818, inclusive.** Storage of anything that is in violation of any law or order of the Board of Health, Police, Fire Department, or any other government agency is not permitted. Penalty for noncompliance with the regulation is \$50.00 per occurrence plus the cost and value of any damage or loss.
2. **PREMISES:** The OWNER leases to the OCCUPANT, and the OCCUPANT rents from the OWNER the self-storage facility described above, herein after called the premises.
3. **RENTAL TERMS:** The OCCUPANT agrees to pay the OWNER, **IN ADVANCE** on the first day of each month, the sum of \$_____ per month. If rent is not paid within ten (10) days of the due date, the OCCUPANT agrees to pay a monthly 10% late fee. There is a \$20.00 handling fee for a dishonored bank check. Rental fees and charges are subject to change with thirty (30) days notice to the OCCUPANT. Mail all rental payments, along with a coupon from the payment book, to the OWNER at his address, P.O. Box 163, Rose Hill, KS 67133. If unit is rented after the first of the month the rent for that month will be prorated. If the unit is vacated before the end of the month and proper notification has been made prior to vacating, a refund of that month's rent will be prorated.
4. **DEPOSIT:** A security deposit of _____ will be paid in advance by the OCCUPANT to the OWNER. The deposit will be refunded to the OCCUPANT **providing the OCCUPANT has given notice prior to vacating, all rent and charges are made in full, and rented space is left clean and undamaged.**
5. **LOST KEY CHARGE:** If any keys are lost, there will be a \$20.00 key and lock replacement charge.
6. **VACATING STORAGE UNIT:** When OCCUPANT is vacating the storage unit, leave the unit locked and return all three keys to the OWNER. Keys and locks are the property of the OWNER. Failure to return all three keys will result in a \$20.00 charge per door. **DO NOT LOSE ANY OF THE KEYS!**
7. **TERMS:** The term of this agreement shall begin on the above date and continue on a period to period basis. The term of this agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the above stated rent unless and until the OCCUPANT has removed his property from the premises and has given notice to the OWNER IN ADVANCE of vacating. The OWNER may terminate this agreement, with or without cause, at the end of any storage term. The OWNER may terminate this agreement for reasonable cause, at any time, by giving the OCCUPANT written notice at least 24 hours prior to the termination date.

8. STATEMENTS/NOTICES: It is expressly understood and agreed that the OWNER does not send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent.

9. LEINS AND DEFAULTS: AS PROVIDED IN THE KANSAS SELF-STORING ACT, THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES INCURRED IN IT'S SALE. PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. ANY PROCEEDS FROM THE SALE OF THE PROPERTY WHICH REMAINS AFTER SATISFACTION OF THE LIEN WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE (1) YEAR AFTER SALE OF THE PROPERTY.

A) If rent or OTHER charges are ten (10) days over due, the OWNER may over lock leased space at this time. The OWNER'S lock will be removed when rent and other charges have been paid by cash, money order, cashiers check, or after a personal check has cleared the bank.

B) If rent or other charges are thirty (30) days overdue, the OWNER may remove the OCCUPANT'S lock and take possession of leased space. The OCCUPANT then has 15 days to replace the lock by paying the overdue rent and charges.

C) If rent or charges are forty five (45) days overdue, permissible legal steps may be taken at this time. The OWNER may discard any property which has no commercial value. Other property may be disposed of in a commercially reasonable manner to satisfy the OWNER'S lien.

D) The OWNER is not responsible to the OCCUPANT, or anyone else claiming interest in the property removed or disposed of, to satisfy the OWNER'S lien except as provided in the Kansas Self-Storing Act.

10. RULES AND REGULATIONS: The rented space is not to be used for human or animal occupancy or for the operation of any business. The storage of flammables, explosives, or perishables is prohibited. Also, the storage of any corrosive, hazardous, or pollutant-type materials is prohibited. The OCCUPANT agrees to keep the rented space in good order and condition and to immediately notify the OWNER of any defects or dangerous conditions. The OCCUPANT agrees to pay the OWNER for any repairs of rented space caused by the OCCUPANT'S negligence or misuse. No alterations or improvements are to be made by the OCCUPANT. The OCCUPANT agrees that the OWNER may enter the rented space at times necessary to inspect or make repairs. The OCCUPANT cannot sublease or assign any part of the rented space without prior written consent of the OWNER. The OCCUPANT alone is responsible for payment of all rent and other charges. The OCCUPANT agrees to notify the OWNER of any change of address or telephone number.

11. LIABILITY, INSURANCE, CARE OF PERSONAL PROPERTY: The OCCUPANT understands that the OWNER is not storing goods for hire, and is not a public warehouseman. The OWNER is merely renting space for goods to the OCCUPANT. The OCCUPANT also understands that the OWNER EXERCISES NO CUSTODY, CARE OR CONTROL OVER ANY GOODS STORED BY THE OCCUPANT. THE OWNER DOES NOT CARRY ANY INSURANCE WHICH IN ANY WAY COVERS ANY LOSS THE OCCUPANT MAY CLAIM to have occurred while renting the storage space. The OCCUPANT acknowledges that all goods are stored at the sole risk of the OCCUPANT and that insurance expense for the stored goods is the responsibility of the OCCUPANT. The OCCUPANT agrees not to subrogate against or allow his insurance company to subrogate against the OWNER in the event of loss or damage of any kind or from any cause. The OCCUPANT understands that he must arrange for his own insurance coverage. The OWNER expressly disclaims all liability and expressed or implied warranty for loss or damage to any goods stored by or use made of the premises by the OCCUPANT, no matter what the cause. This includes loss or damage from fire, explosion, theft, vandalism, wind, water, moisture, mildew, extreme temperatures, insects, rodents, building defects, etc. The OCCUPANT shall indemnify and hold the OWNER harmless from all claims, demands and actions arising directly or indirectly from the OCCUPANT'S storage of goods in such space.

12. I have read and understand all rules, regulations, and terms stated in this agreement and agree to abide by them.

Occupant _____ Owner _____