

Webster's Mini-Storage, LLC

406 E. Silkknitter St.
 Rose Hill, KS 67133-9424
 316-776-2169

OPEN STORAGE SPACE RENTAL AGREEMENT

This agreement, executed at Rose Hill, County of Butler, State of Kansas, dated <Tenant.LeaseSignDate>, between <Tenant.Name> (hereinafter referred to as "OCCUPANT") and <Site.Name> (hereinafter referred to as "OWNER").

OWNER does hereby rent to **OCCUPANT** open storage space number <Tenant.UnitName> (<Tenant.UnitWidth> ft. x <Tenant.UnitLength> ft.) located at <Site.StreetAddress1> <Site.StreetAddress2>, <Site.City>, <Site.Region> <Site.PostalCode> to be used as storage for personal or business property for the monthly rate of \$<Tenant.RentalRate> payable on the first (1st) day of each month hereinafter. Rental payment is payable in advance.

OWNER acknowledges receipt of \$<Tenant.LeaseChargesAmtTotalDue> as per your receipt, including the first (1st) month's rent (which has been prorated to the first (1st) day of next month where applicable). All payments made to **OWNER** pursuant to the agreement shall be applied first to late fees, then the balance to accrued and unpaid rent. This agreement shall expire on the last day of each month and automatically renew for one (1) additional month, **SUBJECT TO THE CONDITIONS ON PAGES 2 AND 3**. Rental payments made after day <Rent.LateDay> of the month are subject to a \$<Tenant.LateFee1> Late Fee. Mailed payments must be postmarked by day <Rent.LateDay> of the month to avoid the Late Fee. A returned check is subject to a NSF charge of <Tenant.FeeBadCheck>.

OCCUPANT shall give **OWNER** ten (10) days written notice to vacate in order to avoid responsibility for the payment of the next month's rent.

OCCUPANT acknowledges that the **OWNER** does not carry any insurance which in any way covers any loss whatsoever that the **OCCUPANT** may have or claim by renting the open storage space. All property stored in the open storage space shall be at **LESSEE/OCCUPANT** sole risk.

OCCUPANT ACKNOWLEDGES THAT HE/SHE HAS READ THE CONDITIONS ON PAGE 2 AND 3 AND AGREES TO BE BOUND BY THEM.

Executed on <Tenant.LeaseSignDate>.

Occupant Name: <Tenant.Name>

By Owner Agent: <Employee.Name>

<ESign.Signature1>
Occupant Signature

<ESign.Signature2>
Owner Signature

Lease Number: <Tenant.LeaseNo>

Please Remit Payment To:

<Tenant.CompName>
Occupant Company Name

<Site.Name>
 <Site.StreetAddress1> <Site.StreetAddress2>
 <Site.City>, <Site.Region> <Site.PostalCode>

<Tenant.StreetAddress1>
Occupant Street Address

<Tenant.City>, <Tenant.Region> <Tenant.PostalCode>
Occupant City, State, Zip

<Tenant.GateCode>
Occupant Gate Access Code

<Tenant.HomePhone>
Occupant Home Phone

<Tenant.Email>
Occupant Email

<Tenant.DriversLicense>
Occupant Driver License No.

<Tenant.DriversLicenseRegion>
Occupant Driver License State

CONDITIONS

1. APPLICABLE LAW: THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE KANSAS SELF-SERVICE STORAGE 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 \$<Tenant.RentalRate> per month. If rent is not paid within <Rent.LateDay> days of the due date, the **OCCUPANT** agrees to pay a monthly \$<Tenant.LateFee1> Late Fee. There is a \$<Tenant.FeeBadCheck> handling fee for a dishonored (returned) bank check. Rental fees and charges are subject to change with thirty (30) days' notice to the **OCCUPANT**. Rental payments may be paid online or mailed or dropped off to the **OWNER** at 406 E. Silknitter, Rose Hill, KS 67133-9424. If the unit is rented after the first of the month, the rent for that month will be prorated.

4. DEPOSIT: A security deposit of \$<Tenant.SecDeposit> 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 OPEN STORAGE SPACE: When **OCCUPANT** is vacating the open storage space, leave the open storage space gate locked and return the key to the **OWNER**. The key is the property of the **OWNER**. Failure to return the key will result in a \$20.00 charge. **DO NOT LOSE THE KEY.**

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** emails monthly invoices as a courtesy only. Monthly invoices will not be mailed via USPS.

9. LEINS AND DEFAULTS: AS PROVIDED IN THE KANSAS SELF-SERVICE STORAGE 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 ITS 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 overdue, the **OWNER** may over-lock leased unit. The **OWNER'S** lock will be removed when rent and other charges have been paid online, by cash, money order, cashier's 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 fifteen (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-Service Storage Act.

<ESign.Initials1>

Occupant Initial on <Tenant.LeaseSignDate>

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CONDITIONS CONTINUED

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, perishables, 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, email 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 and/or fencing 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. ALTERNATIVE CONTACT: The **OCCUPANT** (wishes <ESign.Checkbox>) (does not wish <ESign.Checkbox>) to designate an alternative contact to receive notices if the **OWNER** is unable to make contact with the **OCCUPANT**. Failure or refusal of an **OCCUPANT** to designate an alternative contact shall not affect an **OCCUPANT'S** or **OWNER'S** rights or remedies under the self-storage act or under any other provision of law. The alternative contact, if any, shall not have any rights to access the leased space or to the personal property stored in the leased space.

<Tenant.AltName>

Alternative Contact Name

<ESign.Initials1>

Occupant Initial on <Tenant.LeaseSignDate>