

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

**OPEN STORAGE 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 \_\_\_\_\_

OPEN STORAGE SPACE NO. \_\_\_\_\_ RENTAL RATE \_\_\_\_\_ USE OF SPACE:

MOTOR HOME \_\_\_ BOAT/TRAILER \_\_\_ TRACTOR \_\_\_ TRAILER \_\_\_ CAR \_\_\_ TRUCK \_\_\_ OTHER \_\_\_\_\_

MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ LIC.NO. \_\_\_\_\_ STATE \_\_\_\_\_ LENGTH \_\_\_\_\_ COLOR \_\_\_\_\_ LIEN? \_\_\_\_\_

**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 vehicle space 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 \$ \_\_\_\_\_. If rent is not paid within ten (10) days of the due date, the OCCUPANT agrees to pay a monthly late charge of 10%. 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 67133-0163.

**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 within two (2) weeks after vacating, providing the OCCUPANT has given previous notice prior to vacating, all rent and charges are paid in full, and the key to the gate has been returned.

**5. TERMS:** The term of this agreement shall begin on the above date and continue on a period to period bases. 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 prior to removal of property. 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 and refunding any unearned rent.

**6. 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.

**7. LIENS 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 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 REMAIN 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 charges are forty five (45) days overdue, permissible legal steps may be taken at this time. The OWNER may dispose of the property in a commercially reasonable manner to satisfy the OWNER'S lien.

**B)** 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.

**8. RULES AND REGULATIONS:** 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 pay the OWNER for any repairs of rented space caused by the OCCUPANT'S negligence or misuse. The OCCUPANT cannot sublease or assign any part of the rented space without prior written consent of the OWNER. If changes need to be made, the OCCUPANT will notify the OWNER.

**9. LIABILITY, INSURANCE, CARE OF PERSONAL PROPERTY:** The OCCUPANT understands that the OWNER is not storing personal property for hire, and is not a public warehouseman. The OWNER is merely renting space for personal property to the OCCUPANT. The OCCUPANT also understands that the OWNER EXERCISES NO CUSTODY, CARE OR CONTROL OVER ANY PERSONAL PROPERTY STORED BY THE OCCUPANT. THE OWNER DOES NOT CARRY ANY INSURANCE WHICH IN ANY WAY COVER ANY LOSS THE OCCUPANT MAY CLAIM to have occurred while renting the storage space. The OCCUPANT acknowledges that all personal property is stored at the sole risk of the OCCUPANT and that the insurance expense for stored personal property 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 personal property 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, etc. The OCCUPANT shall indemnify and hold the OWNER harmless from all claims, demands and actions arising directly or indirectly from the OCCUPANTS storage of goods in such space.

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

Occupant \_\_\_\_\_ Owner \_\_\_\_\_

SAMPLE