

Ohrenberg Mini Storage, L.L.C.  
 16070 White Rd  
 Green Ridge, MO 65332  
 (660) 281-8536

**RENTAL AGREEMENT**

THIS AGREEMENT, executed at Green Ride, Pettis County, Missouri on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the self storage facility located at 107 W Cooper, Green Ridge, MO 65332 hereinafter called OPERATOR and the below listed name, hereinafter called OCCUPANT. This is a monthly lease for storage and is hereby acknowledged. Each succeeding month's rent is due and payable on the 1st of each month until terminated by either OPERATOR or OCCUPANT in writing.

Name:	Phone:		
Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
DOB:	E-Mail Address:		
Unit No:	Size: 10X10	Monthly Rent: <b>\$45.00 per month</b>	

1. **THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE MISSOURI SELF-STORAGE FACILITY ACT.**
2. **PREMISES:** OPERATOR hereby leases to OCCUPANT, and OCCUPANT rents from OPERATOR, on the terms and conditions herein set forth, the self-storage facility described above, herein called "the premises". The premises shall be used solely for the purpose of storage pursuant in the terms and conditions and for no other purpose whatsoever.
3. **TERMS:**The terms of this agreement shall commence on the date set forth and continue on a monthly to month basis as noted above, provided that the term of this agreement shall be automatically ended on the same terms and conditions for similar succeeding periods at the stated rent unless and until OCCUPANT has removed his property from the premise and given written notice to the OPERATOR.OPERATOR may terminate this agreement with or without cause at the end of any storage term, and OPERATOR may terminate this agreement for reasonable cause at any time by giving OCCUPANT written notice thereof at least 24 hours prior to the termination date and upon refunding any unearned rental.
4. **RENTAL TERMS:** OCCUPANT agrees to pay OPERATOR as made forth in the rent schedule above, provided however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expirations of such 30-day period, the rental rates shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. **The first rental payment shall be prorated to the 1st of the month on a 30 day month period, with subsequent rent due on the 1st day of each succeeding month. Rental payments are not refundable.** All rental rates are for a calendar month.OCCUPANT will be responsible for additional rent for as long as OCCUPANT lock is on the unit.
5. **STATEMENTS/NOTICES:** it is expressly understood and agreed that the OPERATOR is not required to send out monthly statements or reminders of rental due dates. **There will be a service charge of \$20.00 for each dishonored check. There will be a late fee of \$20.00 assessed on the 15th of each month if that month's rent remains unpaid. Rent and Late fees will continue to be assessed each month while in default, until lien sale has completed and OCCUPANT's property is removed from the premises.**
6. **AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE:** By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms of this agreement, and (b) the provisions printed on the reverse side of this agreement, and OPERATOR and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement and of the rules and regulations of this facility. \_\_\_\_INITIAL
7. **INSPECTION:** OCCUPANT has been afforded the opportunity to inspect the premise and the project property, and by placing his initials in the margin acknowledges and agrees the premises and the common areas of the project are satisfactory for the OCCUPANTS purpose, including the safety and security thereof, for which the OCCUPANT shall use the premises or the common area of the premises. \_\_\_\_INITIAL

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT the day and year first written above.

OPERATOR  
 X \_\_\_\_\_  
 OPERATOR'S AGENT

OCCUPANT  
 X \_\_\_\_\_  
 IF A BUSINESS, GIVE A TITLE

8. **LIENS: OPERATOR** has a lien on all property store in rental unit(s) as of the date property is brought to this facility, for rent, and/or other changes, present and future, reasonably incurred for its preservation, sale or otherwise disposal. If no payment has been received for a continuous thirty (45) day period after default the operator may enforce the liens, by sale of said property as stated in Article 15. Any proceeds from the sale of the property that remains after satisfaction of the lien will be paid to the State Treasurer if unclaimed by the OCCUPANT within one year of the sale of the property. If any monthly installment is not received within ten (10) days of the rental due date as stated in Article 5 or, (a) if any check given in payment is dishonored, a returned check charge will be assessed in the amount states above and/or (b) the account may be in default from the date the payment was due and access to the rented unit(s) may be denied.
9. **NON-LIABILITY OF OPERATOR FOR DAMAGES: INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OPERATOR is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or property of any kind whatsoever and to whomever belong, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of the OPERATOR or OPERATOR's age, and OCCUPANT hereby agrees to hold OPERATOR harmless from any liability, loss, cost (including, without limitation, attorney fees) or obligation on accounts arising out of any such injuries or losses however occurring and OCCUPANT agrees that OPERATOR's liability for damages occasioned by it or its agent shall be limited to the sum of \$100.00.**OPERATOR DOES MAINTAIN LIABILITY INSURANCE SOLELY FOR THE OPERATOR'S BENEFIT AND FOR NO OTHERS; OCCUPANT AGREES TO MAINTAIN LIABILITY INSURANCE FOR THE OCCUPANTS BENEFIT. OPERATOR DOES NOT HAVE INSURANCE ON OCCUPANT'S STORED GOODS OR PROPERTY. OCCUPANT AGREES TO OBTAIN AND MAINTAIN FIRE, EXTENDED COVERAGE AND COMPREHENSIVE INSURANCE COVERING THE FULL INSURANCE VALUE OF GOOD STORED ON THE PREMISES.**Insurance carried by the OPERATOR shall be for the sole benefit of the OPERATOR. The OCCUPANT shall make no claim whatsoever against OPERATOR's insurance. Therefore, OCCUPANT secured his own insurance to protect himself and his property against all perils of whatsoever nature. OPERATOR shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT'S invitees, family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, mold, mildew, moisture related contamination, hurricanes, rain, tornadoes, explosions, rodents,insects, civil disturbances, unlawful entry, acts of god, or any cause whatsoever.
10. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OPERATOR from loss of or damage to OCCUPANT'S personal property due to burglary, mysterious disappearance, fire, water damage, rodent, infestations, and acts of god. OCCUPANT agrees that the property stored is at the sole risk of the OCCUPANT.
11. **NO BAILMENT IS CREATED HEREUNDER:** OPERATOR is not a warehouseman engaged in the business of storing goods for hire, and all property stored within or on the space by the OCCUPANT or located at the facility by anyone is at OCCUPANT'S sole risk.OCCUPANT acknowledges that OPERATOR does not take care, custody, control, possession, or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space, or the contents hereof. OCCUPANT must take whatsoever steps he deems necessary to safeguard what is at the facility or in or on the space. OCCUPANT assumes full responsibility for who has keys and access to the space.
12. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OPERATOR from and against any and all claims for damages or lost property or personal injury and costs including attorney fees arising from the OCCUPANT'S rental of the space or the facility.or from any activity, work, or thing done, permitted or suffered by OCCUPANT in the unit(s)/space(s) or about the facility.
13. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive its rights and the rights of its insurance company for any claims for loss or damages against the OPERATOR.
14. **LOCKS:** OCCUPANT shall provide, at OCCUPANT'S own expense,a lock for the premises which OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the premises. Should any government authority so require, the OCCUPANT shall provide the OPERATOR with a workable key to all locks at all times. Although there may be a place on the door for two locks, OCCUPANT is only to use a single lock.
15. **OPERATOR'S RIGHT OF ENTRY; SALE OF CONTENTS:** The Missouri's Self Storage Facility Act gives the OPERATOR a lien upon all personal property, whether or not owned by the OCCUPANT, located at the self-storage facility for rent, labor, and other charges.In case where any rent shall be due and unpaid, or OCCUPANT shall default in any of the covenants of conditions herein contained, or if the self-storage unit shall be abandoned or vacated by OCCUPANT, the OPERATOR may elect to exercise any rights it may have to enforce its lien, including but not limited to any one or more of the following (a)terminate this rental agreement (b)affix OPERATOR's lock to the door of the OCCUPANT's premises; (c) seize and take possession of the personal property in the self-storage, after written notice to OCCUPANT, if rent and expenses of OPERATOR are not paid, (d) sell the property in the self storage unit at public or private sale for payment of rent and expenses related to said auction, and to hold any remaining proceeds on behalf of the OCCUPANT and/or (e) exercise any other right of the OPERATOR under Missouri's Self-Storage Facility act or or any other law of the State of Missouri.
16. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the premises or any portion THEREOF. Any attempt to assign or sublease shall be void.
17. **EMOTIONAL LOSS: OCCUPANT:** agrees not to store collectibles,heirlooms, jewelry, works of art, or any property having special or sentimental value to the OCCUPANT. Nothing herein shall constitute any agreement or admission by the OPERATOR that OCCUPANT stored property has any value. OPERATOR shall not be liable for any loss occasioned by or resulting from emotional distress.
18. **CIVIL RELIEF ACT:** If you are in the military service, you must provide written notice to the OPERATOR. The OPERATOR will rely on this information to determine the applicability of Service Member's Civil Relief Act.