**Storewell Storage; Storage Space Rental Agreement**

This agreement, made on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, between Storewell Storage , herein called Landlord and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein called Resident, witnesseth:

That Landlord hereby rents to Resident and Resident hereby rents from Landlord storage space number \_\_\_\_\_\_\_ in the storage building located at 1215 East Church Street, Aurora, MO 65605, for a term of month-to-month commencing on \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, and continuing until terminated in the manner herein set forth. Rent is due before the first of every month.

The monthly rental rate for such space is the sum of $33 for 5x10, $33 for 7x9, $43 for 10x10, $65 for 10x20 and $75 for 10x26 and each month thereafter, which the Resident agrees to pay to Landlord via US Postal Service mailed to the address of Storewell Storage, PO Box 204, Monett, MO 65708 in advance on the first day of each month during the term of this rental agreement.

1. TERM. Term of the Lease shall be for a term of 1 Month commencing on the above dates prorated on a thirty day month until the first of the following month at which time an entire month’s rent shall be paid by the first of the month. Therefore, the 1st of each month will be the anniversary date. If Resident remains in possession of the Leased Premises with the consent of the Landlord after the first month each party shall have the right to terminate the Lease by giving at least one Months prior written notice to the other party.

2. RENT. The Monthly rental amount for the Leased Premises is listed above. The rent payment must be paid each Month at the Landlord's address listed as **Storewell Storage, PO Box 204, Monett, MO 65708**. The first Month’s rent is to be paid when Resident signs this lease along with the prorated month’s rent for the current month. Landlord need not give notice to Resident regarding Resident's obligation to pay rent.

3. DEFAULT. If Resident defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Resident written notice to cure such default. If Resident fails to cure such default within Thirty (30) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Resident, all other occupants and their possessions. **A lien shall be applied on the personal property stored within the leased premises to satisfy unpaid rents. After the lien has been applied for fifteen (15) days, the personal property stored in the leased premises may be sold to satisfy such lien if the resident is in default, and any proceeds from the sale for the personal property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the resident within one year after the sale of the property.**

4. ABANDONMENT. If Resident Abandons or vacates the Leased Premises during the Term of this lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Resident, and, at his option re-lease the Leased Premises. If the Landlord elects to not re-lease the Leased Premises, Resident shall be liable for the remainder of the rent due under the Lease until its expiration. If the Landlord re-lease the Leased Premises but is unable to re-lease the Leased Premises for as much rent as would have been paid by Resident during the period between Resident's abandonment and the end of the Term, Resident shall be liable to Landlord for the difference.

Landlord may also dispose of any property left by Resident after abandonment without liability and apply the proceeds to reduce such difference.

5. OCCUPANTS. The Leased Premises shall be occupied by the following persons only:

Residents Listed in Section 1.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No other persons shall occupy the Leased Premises without the advance written consent of the Landlord. The authorized occupants may only use the Leased Premises for residential purposes and may not utilize the premises for commercial or business purposes.

6. REPAIRS. Resident must take good care of the Leased Premises and all equipment and fixtures contained therein. Resident is liable for damages caused by his acts or neglect and any acts and neglect of his family, invitees or guests. Resident must make all repairs and replacements when it results from his act or neglect. If Resident fails to make a needed repair or replacement, Landlord may do it and add the expenses to the rent. Landlord is liable for any major maintenance work not the result of Resident's acts or neglect.

7. DESTRUCTION OF LEASED PREMISES. If the Leased Premises are partially damaged or completely destroyed by fire or other occurrence that is not caused by Resident's negligence or willful act (or the negligence of Resident's family, agent or guest), Landlord may elect to: 1) repair or rebuild the Leased Premises during the period of untenantablity and abate the rent proportionally for this period: or 2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage.

8. ALTERATIONS. Resident must obtain Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, railings or make any other alterations. Resident must not alter the plumbing, ventilation, air-conditioning, heating or electric systems. All the alterations, installations and improvements shall become property of the Landlord when completed and paid for, and shall be surrendered as part of the Leased Premises at the end of the term. Landlord is not required to pay for any of the work performed under this section unless he has agreed to pay as indicated in his prior written consent.

9. MAINTENANCE OF LEASED PREMISES. Resident shall, at Resident's Expense maintain the premises in a clean and sanitary condition at all times. At the end of the term, Resident will leave the Leased Premises clean and in good condition, with the exception of ordinary wear and tear. Resident shall remove all Resident's belongings and surrender all keys to Landlord upon the expiration of the Lease.

10. SUBLETTING RESTRICTIONS. Resident may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to the use of the Leased Premises by Resident without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

11. LANDLORD'S RIGHT TO ENTER. Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or Residents.

12. PETS/GARAGE SALES. Resident may not bring or keep pets in the Leased Premises without the prior written consent of the Landlord. Residents are not allowed under any circumstance to have garage sales on the premises.

13. LAWS AND REGULATIONS. Resident must, at resident's Expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Resident must not do anything that increases the Landlord's insurance premium. Resident shall not store explosives, inflammable liquids or highly inflammable materials, perishable items, live animals or any noxious or harmful materials. Resident is responsible for all contents of the leased premises. The landlord shall not be held responsible for damaged or stolen items, and shall not pay any restitution or replacement cost for anything damaged or stolen. Insurance on all items stored on the leased property is the sole responsibility of the resident.

14. LEGAL FEES. The successful party in a legal action or proceeding between Landlord and Resident relating to the non-payment of rent or recovery of possession of the Leased Premises, may to the extent legally available, recover reasonable legal fees and costs from the unsuccessful party.

15. INSPECTION PRIOR TO OCCUPANCY. Resident has inspected the Leased Premises and agrees that the Leased Premises, and all improvements, are in good, condition at the time this lease is being signed.

16. SUBORDINATION. This Lease, and the Resident's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

17. BINDING OBLIGATIONS. This lease agreement is binding on the Landlord and Resident and those that lawfully succeed to their rights or take their place. Resident and Landlord have both read this lease and all promises made by the parties are contained in this lease.

18. ADDITIONAL TERMS AND CONDITIONS. Rent paid 10 day(s) after the due day will be considered late and a late fee of $20 will be added to the rent. Parties have signed this agreement in duplicate the day and year written above. Cut lock fees of $50 will be applied to any residents whose lock is requested to be cut or cut because of failure to pay rent. If a unit is double locked by tenant and has to be cut in order to apply a lockout lock a cut lock fee will be applied. Administration fees for late payments will be applied up to a maximum of $200 per unit. Auction fees will be 30% of the auction price.

In witness whereof, the parties hereto have set their hands the day and year first above written.

Storewell Storage

Landlord

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident (s)Print and Sign

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:

Address (Please include physical and mailing):

Phone:

Secondary Phone:

Emergency Contact Information

Phone :