

LRM Development, Inc. d/b/a ROCK SOLID STORAGE KC – SELF-STORAGE RENTAL AGREEMENT

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CALL FOR ADDRESS

7-DAYS ADVANCED APPOINTMENT IS REQUIRED TO STORE OR REMOVE ANYTHING FROM STORAGE – NO EXCEPTIONS

THIS SELF-STORAGE RENTAL AGREEMENT is executed on the date set forth below by and between LRM Development, Inc. a/k/a Rock Solid Storage, A Missouri corporation, (hereinafter called "Operator") and Occupant (as defined and set forth below), whose contact information is set forth below, for the purpose of self-storage and the rental of certain space hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder.

IT IS AGREED between Operator and Occupant as follows:

1. **STORAGE ACCESS IS LIMITED: ACCESS TO THIS SELF-STORAGE FACILITY IS BY APPOINTMENT ONLY OR AT HOURS SET FROM TIME TO TIME BY OPERATOR. UNLESS OTHERWISE MUTUALLY AGREED TO IN THE SOLE DISCRETION OF OPERATOR. OCCUPANT MUST REQUEST AN APPOINTMENT AT LEAST 7 DAYS IN ADVANCE AT AN AGREEABLE TIME WITH OPERATOR TO ACCESS/STORE OCCUPANT'S PERSONAL PROPERTY. OPERATOR IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES, CLEANING COSTS, ETC. RELATED TO MOLD, MILDEW OR ANY OTHER DAMAGE OR LOSS TO BOATS/CAMPERS/ETC. OF ANY NATURE OR KIND WHILE STORED AT OPERATOR'S FACILITY, INCLUDING BUT NOT LIMITED TO WHEN THEY ARE DAMP OR WET WHEN FIRST STORED. EXCEPT FOR CERTAIN SPRING AND FALL MONTHS, ACCESS TO THE STORAGE PREMISES IS VERY LIMITED. IN ADDITION, PLEASE NOTE THAT FROM JUNE 10TH TO SEPTEMBER 1ST OF EACH YEAR THE STORAGE FACILITY IS ONLY ACCESSIBLE ON SELECT SATURDAY MORNINGS AT THE SOLE DISCRETION OF THE OPERATOR. NO ACCESS WILL BE GIVEN TO OCCUPANT'S STORED PROPERTY FOR THE PURPOSE OF SELLING, SHOWING OR REPAIRING SUCH PROPERTY.**

2. **DESCRIPTION OF PREMISES.** Operator leases to Occupant and Occupant leases from Operator enough self-storage space for a boat, camper, trailer or other vehicle/unit in the underground formation or outside storage located at 6140 Lee's Summit Road, Kansas City, Missouri (hereinafter called "Premises"). Occupant understands that the leased space is included in a larger facility at such address containing other leased property and common areas for the use of Occupant and other occupants (the entire facility is hereinafter called "Facility"). Occupant agrees to abide by posted rules of the Facility, to have access to the Premises and common areas only as agreed upon by Operator, to sign/check in and out upon entering and to refrain from loitering on the premises.

3. **TERM LIMITATIONS.** The term of this agreement shall commence on the date set forth below and shall continue for a period of not less than 100 days and shall not exceed 365 days, at which time occupant must remove his/her personal property from the premises or pay the current balance under the existing contract and sign a new rental agreement. Otherwise, Occupant shall be considered in default of his/her obligations under this Agreement and Occupant agrees and consents to Operator immediately proceeding with the removal, sale and/or other disposal of the stored personal property of Occupant. IF OCCUPANT STORES ANYTHING MORE THAN 3 MONTHS THE PROPERTY STORED SHOULD BE INSPECTED MONTHLY.

4. **RENT.** Occupant shall pay to Operator as a daily rent, without deduction, prior notice, demand, or billing statement, the sum as stated below in the section defined as "Rental Rate", payable as follows:

a. Upon execution of this agreement, Occupant shall pay 100 days advanced rent, which shall be non-refundable.

b. **NO STATEMENTS ARE MAILED.** Occupant agrees to pay the additional rental rate, or a portion thereof, for all days that occupant stores his/her personal property on the Premises on a daily basis or no later than when the personal property is removed from the Premises. Reasonable collection expenses of past due accounts shall be paid by Occupant, including a reasonable attorney's fees and costs;

c. In the event of a dishonored bank check from Occupant, and because actual damages for a dishonored check are extremely difficult to affix or ascertain, Occupant agrees to pay **\$35.00** as liquidated damages for each dishonored check;

d. **LRM may prorate.** Failure to vacate by the 365th day term limit shall result in additional amount due for each day the space is occupied at the rate of \$5.00 per day and is payable on the date occupant removes its personal property from the Premises, but in no event later than 395 days from the execution of this agreement. Nothing contained in this Agreement shall prohibit or preclude Operator from selling or otherwise disposing of said property of Occupant in the event its property is not removed by the above term limit; and

e. Occupant shall pay in **CASH ONLY** all amounts due Operator which exceeds the sum of \$500, unless otherwise agreed to by Operator in its sole discretion.

5. **DAILY RENTAL RATES AND STATUTORY NOTICE.** THE OPERATOR OF THIS SELF-STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED UNDER THIS AGREEMENT. YOU ARE ADVISED OF THE EXISTENCE OF SUCH LIEN AND THAT THE PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY SUCH LIEN IF THE OCCUPANT IS IN DEFAULT, AND THAT ANY PROCEEDS FOR 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 YEAR AFTER THE SALE OF THE PROPERTY. RENT SHALL CONTINUE TO ACCRUE EVEN THOUGH OCCUPANT TAKES UNIT IN AND OUT ON A PERIODIC OR OTHER BASIS. **ALL DAILY RENTAL RATES REQUIRE A PRE-PAYMENT OF THE NON REFUNDABLE AMOUNT OF 100 DAYS AND ARE AS FOLLOWS:**

\$2.80/day – Single/double wave-runner(s)	\$3.70/day – Allowed Vehicle/pop camper	\$3.90/day – Boat less than 21 feet
\$4.25/day – Pontoons < 24 ft/ boats 21 to 22 feet	\$4.25/day – Camper/RV up to 22 feet	\$4.50/day – Pontoons 24 ft & >/ Boats 23 to < 25 feet
\$4.90/day – Boat 25-30 feet / Camper/RV 23-25 ft	\$5.00/day – Camper/RV 26-32 feet	\$_____.00 per day _____ (reason)

NO LOCKS ARE PERMITTED ON ANY HITCH OF ALL STORED PERSONAL PROPERTY. INCLUDING BOATS AND/OR CAMPERS! NO EXCEPTIONS.

Date In/Occupant Name:

Address:

Telephone:

Email:

Description/Prop-on/off:

Amount Paid:

Loan/Lien Holder on stored unit:

Location:

6. **ADDITIONAL TERMS:** Paragraphs 7 through 21 set forth on the reverse side hereof are incorporated by reference as if fully set forth herein.

IMPORTANT NOTICE: OCCUPANT REPRESENTS THAT HE/SHE HAS TURNED OFF ALL GAS VALVES, including those on propane tanks, AND HAS DISCONNECTED/REMOVED ALL BATTERIES on its personal property prior to storage on the Premises. Occupant also represents that all gasoline/fuel has been removed from the property stored. FURTHERMORE, NO ZEBRA MUSSELS on any Boat or other personal property. If they are found on the Owner's property, then the Owner shall, or does hereby authorize the Operator to, immediately remove the property from the underground storage facility. The lower unit of all in-board/out-board boats shall not be lowered so that if Operator must move the boat, so it does not drag in the ground.

Occupant has examined the Premises and by signing below acknowledges and agrees that the Premises are satisfactory for his/her purposes, including the safety, security, humidity and environmental conditions thereof, for which Occupant shall use the Premises.

THIS IS THE ENTIRE AGREEMENT. By signing below on the date stated below, Occupant acknowledges that he has read, understands, and agrees to all of the provisions of this Agreement. There are no other promises except as stated herein, and Occupant agrees not to rely on any oral promises of Operator or Operator's agents except if stated in writing.

OCCUPANT

OPERATOR - LRM Development, Inc. d/b/a Rock Solid Storage

By: _____
(SIGNATURE OF OCCUPANT)

By: HM Jr
(AUTHORIZED AGENT OR REPRESENTATIVE)

7. **USE OF PREMISES AND COMPLIANCE WITH LAW.** Occupant shall not store on the Premises personal property in or to which any other person has any right, title or interest. Occupant understands and will comply with this provision, and further, that he is aware that Missouri State Law requires that, prior to placing any personal property into his space, Occupant is required to deliver a written statement to the Operator containing the name and address of each person, if any, having a valid lien against such personal property. It is understood and agreed that Occupant may store personal property of various types and values in, or about the Premises without Operator's knowledge, supervision or control, the value of which may be difficult or impossible to ascertain. Accordingly, the aggregate value of all personal property stored in, on or about the Premises shall in no event be deemed to exceed \$70,000.00; however, it is further understood and agreed that Occupant may store personal property with substantially less or no aggregate value and nothing herein contained shall constitute or evidence any agreement or admission by Operator that the aggregate value of all such personal property is, will be, or is expected to be, at or near \$70,000.00. **It is specifically understood and agreed that Operator need not be concerned with the kind, quantity, or value of personal property stored by Occupant in or about the Premises pursuant to this Agreement.** Occupant shall not store any improperly packaged food or perishable goods, flammable materials, drugs, explosives or other inherently dangerous material, not perform any welding or spray painting on the Premises. Occupant shall not store any personal property on the Premises which would result in the violation of any law of any governmental authority and Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises or the use thereof. Occupant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other occupants in the Project. Occupant acknowledges that the Premises may be used for storage only, and that use of the Premises for the conduct of business or human or animal residence is specifically prohibited.

8. **INSURANCE.** Operator does NOT, nor is required to, have insurance to cover the Occupant's stored personal property. Occupant, at Occupant's sole expense, shall maintain all insurance on all personal property, in, on or about the Premises, to the extent of at least 100% of the actual cash value of such personal property, a policy or policies of insurance shall be primary and non-contributory and cover damage by all acts and events, including fire, extended coverage perils, vandalism, theft and burglary. If requested, Occupant shall furnish Operator evidence of current insurance coverage on the property to be stored before the storage of any property on the Premises. To the extent Occupant does not maintain insurance as described above, Occupant shall be deemed to have "self-insured"; and provided further that in lieu of such insurance Occupant may, in Occupant's sole discretion, elect to "self-insure" totally (i.e., not insure with any duly licensed insurance company). To the extent that Occupant has "self-insured", Occupant shall bear all risk of loss or damage. Occupant hereby releases and agrees to hold harmless, indemnify and defend Owner, Operator and their agents, authorized representatives and employees (hereinafter Owner's and Operator's agents, authorized representatives and employees are referred to collectively as "Owner's and Operator's agents") from any and all claims for damages or loss that are caused by or result from risks which are or would be insured against under the extended coverage insurance policy described herein, to the personal property in, on or about the Premises, any and all loss, including acts of God, and hereby waives any and all rights of recovery against Owner, Operator, and Owner's and Operator's agents in connection with any damage, claim or costs related thereto, or which is or would be covered by any such policy. While certain information may be made available to Occupant with respect to insurance, Owner, Operator and Owner's and Operator's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy. Occupant agrees that all of his/her insurance policies supplied pursuant to this Agreement shall include a waiver of any right of subrogation of the insurers thereunder against Operator and all its assigns, officers, directors, employees, subsidiaries, affiliates, insurers and underwriters.

9. **LIMITATIONS OF OWNER'S AND OPERATOR'S LIABILITY: INDEMNITY.** Owner, Operator, Owner's agents and Operator's agents shall not be liable to Occupant for any damage or loss to any person, Occupant or any property stored in, on or about the Premises or the Facility, arising from any cause whatsoever, including but not limited to, theft; fire, mysterious disappearance; rodents, water leakage; acts of God or the active or passive acts; damage caused by the elements such as dust, mildew, water or heat; as well as falling rocks or rock formations, or omissions or negligence of Owner, Operator, Owner's agents or Operator's agents; except that Owner, Operator, Owner's agents and Operator's agents, as the case may be, may be liable to Occupant for damage or loss to Occupant or Occupant's property resulting from Owner's or Operator's fraud or willful injury. Occupant shall indemnify, defend and hold harmless Owner, Operator, Owner's agents or Operator's agents from any and all damage, loss or expense arising out of or in connection with any bodily injury, or damage to any person or property occurring in, on or about the Premises, whether occasioned by Owner's, Operator's, Owner's agents, or Operator's Owners or Operator's agent's fraud, willful injury or willful violation of law. Notwithstanding anything contained in this Agreement, in no event shall Owner, Operator, Owner's agents, or Operator's agents be liable to Occupant in an amount in excess of \$800 for any damage whatsoever or any loss whatsoever to Occupant arising out of or in any way related to this Agreement, including but not limited to any person or any property stored in, on or about the Premises or the Project arising from any cause whatsoever, including but not limited to, Owner's or Operator's or Owner's agent's or Operator's agent's active or passive acts of any nature or kind, including any omission, intentional/unintentional act or negligence of any kind whatsoever.

10. **NOTICE: OPERATOR'S LIEN.** As authorized by the Missouri "Self-Storage Facilities Act" as amended, if the Occupant is in default for a period of more than thirty days or rent or other charges due under this Rental Agreement are over 30 days past due, Operator may send Occupant a notice of default and subsequently terminate his right of access to the Premises. Occupant's property in or about the Premises will be subject to a claim of lien in favor of Operator and may be sold to satisfy the lien if the Occupant is in default or has failed to timely pay rent and other charges when due. If any such default or other default shall continue for more than ten (10) days after Operator has given Occupant written notice of such default, then Operator may, at his option, in addition to all other rights and remedies herein or by law provided, terminate or find Occupant in default of this agreement, re-enter the premises peaceably or by force, with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for rent whether accrued or to accrue, and take possession thereof and its contents. No termination shall relieve Occupant of its liability and obligations under this agreement.

11. **REPRESENTATIONS.** Occupant recognizes that neither Operator nor anyone acting for Operator has made any representation or promise with respect to the rented space, except as herein expressly set forth, that no rights, easements or licenses are acquired by Occupant by implication or otherwise except as expressly set forth in the provisions of the agreement, and that no warranties express or implied (including any warranty of fitness for a particular purpose) have been made to Occupant. Taking possession of the rented space by Occupant shall be conclusive evidence that Occupant accepts same "as is" and that the rented space was in good and satisfactory condition at the time such possession was so taken.

12. **ADVANCE NOTICE OF ENTRY-ADDITIONAL CHARGES.** Occupant shall give Operator six (6) days advanced notice of Occupants need to access to their personal property. If Occupant is allowed at the sole discretion of the Operator more than 1 entry, a fee of \$50.00 shall be paid to Operators for each such additional entry, if any.

13. **NO WARRANTIES.** Operator hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and Occupant hereby acknowledges, as provided in paragraph 11 above, that Occupant has inspected the Premises and hereby acknowledges and agrees that Operator does not represent or guarantee the safety or security of the Premises or of any property stored therein. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

14. **NOTICES.** Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served, emailed to the email address provided above, and/or shall be served by first class, certified or registered mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the address of such party provided for in this Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, sent as an e-mail, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereof fully prepaid and addressed in accordance with the provisions hereof.

15. **NOTIFICATION OF CHANGE OF ADDRESS.** The address given by Occupant in this Agreement shall be conclusively presumed to be Occupant's correct address for all purposes of notice under this Agreement unless Occupant shall give Operator written notice of a different address, which in such case shall be within ten (10) days of the change and shall specify Occupant's current residence and business address and telephone numbers.

16. **TERMINATION.** This Agreement shall terminate at the expiration of any term of this Agreement, or by either party desiring to terminate this Agreement giving written notice as provided in paragraph 14 above, or by certified or registered mail to the other party of such party's intention to terminate not less than seven (7) days. Further, this Agreement may, at the sole option of the Operator, be terminated upon any default by Occupant under the terms of this Agreement, for the abandonment, or failure to remove of the Property on the Premises by Occupant prior to 5 days after the 365 day term limit after the date of this Agreement, by or by Operator's acceptance of Occupant's oral offer to terminate given not less than two (2) days before the proposed date of termination, or by Operator giving Occupant immediate personal notice, or 1 day notice via email to the last known email given to Operator by Occupant, or by mailing a letter via regular US Mail to Occupant at its last known address stated above, whichever Operator chooses in its sole discretion and for any reason that Operator deems necessary and appropriate.

17. **CONDITION OF PREMISES UPON TERMINATION.** Upon termination of this Agreement, Occupant shall remove all Occupant's personal property from the Premises and shall immediately deliver possession of the Premises to Operator in the same condition as delivered to Occupant on the commencement date of this Agreement, reasonable wear and tear accepted.

18. **ASSIGNMENT.** Occupant shall not assign this Agreement or sublet the Premises or any portion thereof without in each instance the prior written consent of Operator.

19. **SUCCESSION.** All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties thereto.

20. **CONSTRUCTION.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Missouri law, but, if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

21. **TIME.** Time is of the essence of this Agreement.