

# Wellsprings Storage, LLC

P.O. Box 321 – Reeds Spring, MO 65737

Phone: (417) 655-6369

## SELF STORAGE LEASE AGREEMENT

This lease agreement is hereby entered into this \_\_\_\_\_ day of month of \_\_\_\_\_, 20\_\_\_\_, between Wellsprings Storage, LLC (hereafter referred to collectively as “Lessors”) and the following Lessee:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone: (Home) \_\_\_\_\_  
(Work) \_\_\_\_\_  
Social Security NO. \_\_\_\_\_

CHECK ONE BOX BELOW:

NO STATEMENT NOTICE

EMAILED STATEMENT

MAILED STATEMENT

For and in consideration of the mutual covenants made herein, the parties agree as follows:

BUILDING/UNIT NUMBER \_\_\_\_\_ SIZE \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ PER MONTH

RENT Lessee shall pay for the leased rental space as noted above, which shall be payable without demand on the 1<sup>st</sup> day of each month. A late fee of \$10 per month shall be required if payments are not received by the Lessors by the 10<sup>th</sup> of the month. Monthly rates may be changed at any time at the discretion of Lessors.

USE OF STORAGE UNIT The leased space shall be used for the storage of non-perishable personal property. **NO FOOD SHOULD BE STORED IN THE STORAGE UNIT.** No animals, hazardous materials, (including, but not limited to, hazardous waste, toxic waste, toxic chemicals, illegal goods, explosives, highly flammable materials, etc.) or foodstuffs may be stored in the leased storage space. Lessee agrees not to leave waste, not to alter or affix signs on the rental space and agrees to keep the rental space in good condition during the term of the rental agreement. The Lessee must provide his or her own lock and key and is fully responsible for them. All items of personal property must be placed inside the unit and any items left outside the unit will be disposed of by the Lessor, at Lessee’s expense. The rental unit shall not be used for residential purposes or operation of a business. No garage sales allowed. Said unit shall not be used for any unlawful purpose. Lessee shall not hang articles from inside walls. One lock is allowed per unit.

RISK OF LOSS Lessee shall assume all risk of loss or damage of any article or goods stored in or about the leased premises and agrees that Lessor is not a bailee or Lessee’s property stored therein. Lessors shall not be responsible for any damage or loss caused by: weather, rodents, water, theft or other. Lessee shall insure said goods at his option, Lessor having no duty to be insurer of Lessee’s property. Lessee shall be liable for any damages caused by himself or others acting under his authority to building exterior, entrance, doors or interior walls. Articles placed in storage without payment or contract completion shall be considered abandoned property and will be disposed of without notice.

ACCESS BY LESSOR Lessor shall have the right to access of the leased premises for the purpose of maintenance or repair or in case of emergency or danger. Unless necessary due to emergency circumstances, or due to default as described herein, Lessor shall not remove contents of unit without prior written notice to Lessee, mailed to Lessee’s last know address.

**OVER**

**REMEDIES OF LESSOR FOR DEFAULT BY LESSEE** In the event the Lessee fails to pay the monthly charges when due or fails to vacate the premises promptly upon default or expiration of this agreement, the Lessors shall have the right to over lock said unit until said payment is received. Lessors shall have the right to cut lock & inspect unit & contents at their discretion, upon delinquency. Lessors shall have the right to recover damages occasioned by Lessee's default through all legal means, including, but not limited to, the following:

**The Lessors have a lien on all property stored within the space leased by the Lessee for rent, labor, or other charges, and for the expenses reasonably incurred in the sale of such personal property as provided in Mo. Rev. Stat. 415.400 to 415.430. The property stored in the leased premises may be sold by Lessors if the Lessee is in default, and 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 year after the sale of property.**

Damages include, but are not limited to, all reasonable rent collection, late fees, collection fees, sale preparation fee and lien enforcement expenses. In addition, if Lessors are required to engage an attorney to enforce the terms of this lease or to recover money due under this lease, the Lessors shall be entitled to recover reasonable attorney fees from the Lessee incurred as a result of the bringing of said action.

**ASSIGNMENT** This lease is not assignable, and Lessee may not sublet premises.

**TERMINATION OF LEASE** This lease agreement shall terminate at the end of the original term hereof, without the necessity of any notice form either the Lessors or the Lessee. Lessee shall remove all of Lessee's personal property on or before the date this lease terminates. All property of Lessee remaining on the leased premises after the expiration of this lease agreement shall be conclusively deemed abandoned under Missouri law and, at Lessors' option, may be retained or removed by Lessors. Lessee shall reimburse Lessors for all costs of such removal and Lessors may have any such property stored at Lessee's expense.

**VACATING PREMISES** Lessee has agreed to clean and remove all personal property and trash from premises when vacating. There is no trash dumpster on the lot so Lessee agrees to take all unwanted property and trash when leaving. The fifteen (\$15) Dollar deposit will be refunded by mail if said unit is left in good, clean condition and swept. Lessee is required to notify Lessors by mail of the date of vacation of premises. There is no refund for any unused portion of rental payment.

**NOTICE TO LESSEE**

1. All provisions of this lease agreement are expressly governed by the "Self-Storage Facilities Act." Mo. Rev. Stat 415.400 et. Seq.
2. Pursuant to Mo. Rev. Stat 415.410.2, Lessee is required to deliver to Lessors a written statement containing the name and address of each person having a valid lien against the property to be stored therein. This statement is required to be delivered before the Lessee's property may be placed into the leased space.
3. Pursuant to Mo. Rev. Stat 415.410.3, Lessors hereby give notice that they do not and will not carry any liability insurance to cover loss or damage to the property owned by the Lessee and stored on the Lessors' premises.
4. At any time the lease is in default, Lessor may deny the Lessee access to the leased space pursuant to the process outlined in Mo. Rev. Stat 415.420.3, unless or until the Lessee pays the past due balance.

IN WITNESS WHEREOF, the parties have executed this lease at Reeds Spring, Missouri, on the date stated above.

By Lessor \_\_\_\_\_ By Lessee \_\_\_\_\_  
Wellsprings Storage, LLC Tenant

Unit Price \_\_\_\_\_ + DEPOSIT \$15 = Total \_\_\_\_\_