



Storage Agreement - Missouri

Monthly rent: \_\_\_\_\_ Contents is stored at : \_\_\_\_\_

Date Rental Agreement signed: \_\_\_\_\_

Move In Date: \_\_\_\_\_

Customers Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Driver License No: \_\_\_\_\_ State of Issuance: \_\_\_\_\_ Expiration \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email \_\_\_\_\_

Work Phone: \_\_\_\_\_ By providing the email address above customer agrees that owner may

Cell Phone: \_\_\_\_\_ provide all notice required under this rental agreement to said email address.

PERSON TO CONTACT IN AN EMERGENCY (owner may contact such person in event of fire, break-in, Customers unavailability due to accident, illness, hospitalization, arrest, unpaid rent, ect.)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Customer represents that s/he owns or has legal possession of the personal property in Space. Customer attests that all the personal property in Space is free and clear of all liens and secured interests EXCEPT for the items listed below:

Property Description	Lienholder	Address of Lienholder
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**Term.** This Rental Agreement is entered into by and between Dielman Moving & Storage Inc and its agents, hereafter called "owner"), and above stated Tenant (hereafter called "customer"). Owner leases to customer and customer leases from owner, the above identified space or unit(hereafter called "space") located in owners storage facility as identified by store location above on all terms, provisions and conditions set forth in this rental agreement. Said Space is to be occupied and used for the purposes specified herein beginning on above stated date and continuing month-to-month until terminated or revised. Owner reserves the right to revise any charges or fees stated in the Rental Agreement with 30 days advance notice to Customer.

**Occupancy Charges. THE MONTHLY OCCUPANCY AND OTHER CHARGES STATED IN THIS RENTAL AGREEMENT ARE THE ACTUAL CHARGES YOU MUST PAY:**

- A. Rent and sales tax: Customer shall pay Owner monthly rent in advance in the amount of \_\_\_\_\_ and sales tax amount of \$0.00 on the first (1<sup>st</sup>) day of each calendar month at the Owner's address set forth above, without notice, demand, deduction or offset. Rent for the first month of occupancy will be prorated on a daily basis. There will be no proration for the last month of occupancy.
- B. If any of Customer's check are returned for any reason, Customer shall pay Owner a service charge of \$29.00 for each returned check.
- C. Owner may pursue civil remedies against Customer for collection of past due amounts. Customer shall be responsible for reasonable costs incurred by owner in enforcing this rental agreement, including but not limited to court costs and attorneys fees.
- D. Owner may require or prohibit payment by credit card, check, money order, cashiers check, travelers check, or cash, at any time.
- E. When storing more than a 12 month period there may be a \$20.00-\$30.00 increase per month on an annual basis due to cover increases in upkeep.

3. **Default/Owner's Lien.** OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED BY CUSTOMER AT THIS FACILITY. IF CUSTOMER FAILS TO PAY RENT OR ANY PART THEREOF OR FAILS TO FULFIL ANY OF THE TERMS, PROVISIONS OR CONDITIONS HEREIN SPECIFIED TO BE FULFILLED BY CUSTOMER, CUSTOMER WILL BE CONSIDERED IN DEFAULT AND OWNER MAY TAKE ANY OR ALL OF THE FOLLOWING ACTIONS:

- A. Owner may terminate and/or not renew Rental Agreement.
- B. Upon the failure of the Customer to pay rent within **FIVE(5) days** of when it becomes due, the Owner may without notice, deny the customer access to the personal property and pursue all other remedies afforded to owner.
- C. Late Charges: if customer does not pay in full any monthly payment before close of business of the **FIFTH (5<sup>th</sup>)** day of the month, Customer shall pay owner **TWENTY PERCENT(20%)** of the amount of each monthly payment, State law for: rent late charges, labor, damages, cleaning fees, charges for checks returned to owner, postage amounts for mail sent

by U.S.

Postal service providing notification of late charges and actions, expenses necessary for the preservation of the personal

property

law. Owner may stored on the premises, and the expenses incurred in the sale or other disposition of said personal property pursuant to  
of selling cut the lock on Customers space and may remove any and all personal property located within said space for the purpose  
property which same. Owner may first attempt to sell any or all said personal property at public sale. Proceeds from the sale of the  
the sale of remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the customer within one year after  
destroyed by property. If not sold at public sale, any or all items of said personal property may then be otherwise disposed of and/or  
owner.

- F. Lien sale preparation fee: Customer shall pay a \$115.00 lien sale preparation fee to owner any time Customers account is in continuous default for a period of FORTY-FIVE (45) days.
- G. Despite the fact that this Rental Agreement, and any
- H. Dock Fees/Handling Fees: current hourly rates for moving as well travel charges will apply for any and all moving needed. If a customer needs items out of their unit- charges will apply to retrieve that item and repack unit. Company employees only are able to do this.
- I. Customer agrees to the contents of this contract and understands all provisions. The Customer agrees to pay all attorney fees, court costs, and expenses for the enforcement of the covenants of this contract.
- J. We reserve the right to report any and all late payments to the credit bureaus.

X \_\_\_\_\_ Date: X \_\_\_\_\_  
Customer Sign: \_\_\_\_\_

4. **INSURANCE.** ALL PERSONAL PROPERTY IS STORED BY CUSTOMER AT CUSTOMERS SOLE RISK. INSURANCE IS CUSTOMER'S SOLE RESPONSIBILITY. CUSTOMER UNDERSTANDS THAT OWNER WILL NOT INSURE CUSTOMER'S PERSONAL PROPERTY. As a condition of leasing an enclosed storage space, customer must provide insurance protecting the personal property

Stored within the enclosed storage space against fire, theft, burglary, water, rain storms, tornado, explosion, riot, rodents, civil disturbances, government action, insects, mildew, mold, black mold, dust, Sonic boom. Vehicles, unlawful entry or any other cause whatsoever whether property is stored in an enclosed or open storage space, nor shall Owner be liable and/or Customer's guests for any personal injuries or property damage sustained by customer and/or customers guests while on or about owner's premises.

X \_\_\_\_\_ Date: X \_\_\_\_\_  
Customer Sign: \_\_\_\_\_

5. **Third Party Interest.** Customer will store only personal property that customer owns and will not store personal property that is claimed by another person or which and other person has interest. Customer certifies it has furnished Owner with a list of names and addresses of all third Parties who may own, lease, have a security interest in, or lien upon, any personal property stored in space. Customer shall indemnify and save Owner and its agents harmless from and against any and all causes of action due to the sale and/or any disposition by owner of items of personal Property stored in space leased by customer in which third parties hold a lien or have any legal interest whatsoever.

6. **Limitation of Value.** Customer agrees that there shall be no liability of owner to customer claims for any claim or suit by customer, including But not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage space. Customer agrees that the Maximum value of all contents in the space shall be \$5,000.00. Nothing in this section shall be deemed to create any liability on part of owner to customer for any loss or damage to customers property, regardless of cause.

7. **Abandonment.** Customer has "abandoned" the space if ALL of the following occur: (a) Customer has not paid rent or other sums due; (b) Customer lock has been removed by someone other than owner or has been removed by owner after giving statutory notice of claim; © Customers space contains nothing of value to the ordinary person. If Customer has "abandoned" the space, customer relinquishes all rights to contents in the space; Owner may cut the lock, enter, remove and/or dispose all contents.

8. **Use; Compliance with Laws.** The space may be used for the storage of personal property approved in advance by owner. Its is prohibited for any human to inhabit, and no animal may be kept in, the space. It is prohibited and customer may not operate any business, engage un, conduct or allow any illegal activity, produce any goods or provided and services in the space or on premises. Customer shall immediately dispose of all trash, rubbish, and refuse. Nothing may be stored outside the rented space. Customer is prohibited from and shall not store nor generate, release, or dispose of in or around the space flammable, corrosive, organic, biological, food or foodstuffs or items for consumption by humans or explosive or radioactive material, lead paint, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum or petroleum product or constituent, methane, hazardous material, hazardous waste and any hazardous or toxic substances or related material, as defined in the Comprehensive Environment Response, Compensation, and liability Act of 1980, as amended (42 U.S.C SS9601, ectSS9601, et. Seq.) the Toxic substances Control Act, as amended (49 U.S.C SS2601, et. Seq.) Articles 15, 17, 27 and 40 of the New York State Environmental Conservation Law; Article 12 of the New York Navigation Law or any other laws and regulations applicable on the effective date of this rental Agreement. Customer shall comply with all municipal, state, and federal laws and regulations affecting its use of the space. Customer shall indemnify, defend, and hold owner harmless for any and all claims, damages and expenses (including attorneys fees and investigative, remedial and response costs) arising out of customers violation of this paragraph. Any violation of these terms or provisions shall constitute a default under this rental agreement.

9. **Notices.** All notices, demands or requests by either party shall be in writing and shall be sent by U.S. Mail in accordance with state law to the parties at the addresses set froth in the heading of this rental agreement. Anything in the rental agreement to the contrary notwithstanding, if customer elects to give the owner the right to give email notice by providing customers email address above, all notices, demands, or requests by

- owner may be sent to the customers email provided above pursuant to state law.
10. **Customer Representation.** Customer represents and warrants that the information the customer has supplies in this rental agreement is true and, accurate and correct and customer understands that owner is relying on customers representations. Customer agrees to give prompt written notice to owner of any change in customers address, any change in the liens and secured interests on customers property in the space and any removal or addition of property into or out of the space. Customer understands he must personally deliver such notice to owner or mail the notice by Certified Mail., return receipt requested, with postage prepaid to owner at the address shown on the rental agreement.
11. **Change of Address.** Either party may change such physical or email address by the giving of notice in conformity with this paragraph. For the purposes of Owners lien, "last known address" means that physical or email address provided by the Customer in the Rental Agreement or the physical or email address provided by Customer in a subsequent written notice of change of physical or email address. Notice must be COMPLETE and writing, dated and signed by customer. Return addresses on envelopes or checks are insufficient. Change of phone numbers may be done orally or in writing.
12. **Condition and Alteration of Space.** Customer has inspected the Space and accepts it "as is." Customer shall immediately notify owner of any fire (or other casualty), defects or dangerous conditions. Customer shall keep the space in good order and condition, and shall pay for any and all repairs to the space or on premises arising out of negligence or willful misconduct of customer, its agents, employees, licensees, invitees, or contractors. Customer shall not attach anything to the walls, ceilings, floors, doors, or any part of the premises.
13. **Right of Entry.** Owner may enter the space under any of the following circumstances: (1) Owner has express written authority from Customer to enter; (2) there is an "emergency" (I.E. Owner reasonable believes there is imminent danger or health hazard to persons or property, for example, because of storage of animals, explosives, ammunitions, spoiled food, carcasses, volatile chemicals, fuel not in containers approved by owner, broken doors or locking mechanisms, danger of flooding or fire, etc.); (3) Owner has made written notice to customer for access to the space for inspection, repair, improvement, or relocation of contents for same, or after casualty loss; and customer has failed to provide such access at the time and date requested, which may be no sooner than 7 days from the mailing of such request; or (4) Owner is excising Owners lien. Otherwise, owner may not enter the space. When owner has authority to enter under this paragraph, Owner may at customers cost remove customers lock(s) or thing done, permitted or suffered by customer in or the space or about the premises. In the event that the space is damaged or destroyed by fire or other casualty, owner shall have the right to remove contents of the space and store it at the customers sole cost and expense without liability for any loss or damage whatsoever, and customer shall defend, indemnify and hold owner harmless from and against any loss, cost, or expense of owner in connection with such removal and storage. Should any of owners employees perform any services for customer at customers request, such employee shall be deemed to be an agent of the customer regardless of whether payment for such services is made or not, and customer agrees to indemnify and hold owner harmless for any liability in connection with or arising from directly or indirectly such services performed by employees of owner. Notwithstanding that owner shall not be liable for such occurrences, customer agrees to notify owner immediately upon the occurrence of any injury, damage, or loss suffered by customer or other person in any of such circumstances.
19. **Waiver of Jury Trial.** Owner and customer waive their respective rights to trial by jury of any action at law or equity brought by either Owner against customer, or customer against owner or owner's agents or employees, arising out of, or in any way connected to, this Rental Agreement, Customers use of the space or premises. This waiver applies to any claim for bodily injury, loss of or damage to property, or the enforcement of any remedy under law, statute or regulation. This jury trial waiver is also made by customer on behalf of any customers agents, guests or invitees.
20. **Entire Agreement; Governing Law.** This rental Agreement is the entire agreement between customer and owner and may not be changed or ended orally. This Rental Agreement shall be governed by the laws of each state in which it was executed. In the event the owner is required to obtain services of an attorney to enforce any of the provisions of this Rental Agreement, customer agrees to pay in addition to the sums due hereunder an additional amount as and for attorneys fees and costs incurred.
21. **Binding Agreement.** This Rental Agreement is binding upon, and shall inure to the benefit of, Owner and Customer and their respective heirs, legal representatives, successors and assigns.
22. **Invalidity.** If one or more of the provisions of this rental agreement are deemed to be illegal or unenforceable, the remainder of this rental agreement shall be unaffected and shall to continue to be fully valid, binding and enforceable.
23. **Building Security.** The "Company" does not represent or warrant that the building (s) cannot be destroyed by fire or that the contents of said building (s) or property within cannot be destroyed by fire. The "Company" shall not be required to maintain a watchman. Building is not sprinkled. The building can be destroyed by fire and Dielman Moving & Storage, INC. will be held harmless and released for any and all liability. There is no Flood Coverage.
24. **Claims/Damages.** Claims for non-delivery, damage or breakage must be made in writing within thirty (30) days from delivery of goods stored or they are waived. Claims for non-deliveries or obvious damage of any article or article must be documented by notations of such shortage or damage on delivery. Claims for concealed damages must be made within thirty (30) day time limit for written claim. Failure to return the warehouse delivery receipt for correction within thirty(30) days after receipt will consider the delivery conclusive and correct and final.
25. **Items Stored.** The customer agrees not to store the following: Priceless works of art, anything customer cant live without, family photos, stocks, bonds, cash, jewelry, gold, diamonds, food, gas, fuel., Explosives, ect.

**RULES AND REGULATIONS:** Violation of any Rule or Regulation may be considered a default under the terms of this Rental Agreement and may result in immediate termination and/or non-renewal of this rental agreement.

Trash disposal is not provided on premises. A minimum charge of \$25.00 may apply for the unauthorized use or trash dumpster.

Children's activity must be properly monitored at all times. No dogs or other pets are allowed on premises.

Customer shall not interfere with the quiet enjoyment of the premises. Disorderly conduct and profane language, including comments which are sexual in nature, threatening or derogatory based upon any protected status, are expressly prohibited.

The customer shall not post any billboards, signs, banners, or advertisement of any other manor without the express written consent of the manager.

Vehicles placed in storage are not to have a full tank of gasoline, as this will reduce danger from gasoline fumes.

It is required that you notify the manager in writing prior to vacating your space.

Access to your space is restricted to the posted hours on premises.

No distribution of materials and/or solicitation of employees or the other customers is allowed.

I x \_\_\_\_\_ (“the customer”) agree to maintain insurance on the contents of my unit.

I x \_\_\_\_\_ (“the customer”) agree that Dielman Moving & Storage, INC. is not responsible for the contents of my unit. I also agree Dielman Moving & Storage, INC. is not insuring my contents while in storage against fire damage, mold, mildew, theft, acts of God, tornados, hurricanes, any kind of weather, not limited to.

My Insurance company is X \_\_\_\_\_ (the customers insurance company).

My policy Number is X \_\_\_\_\_.

My Limits are X \_\_\_\_\_.

Incorporation of above provisions. DO NOT SIGN THIS RENTAL AAGREEMENT BEFORE YOU READ IT AND FULLY INDERSTAND THE TERMS AND CONDITIONS HEREIN. Customer expressly acknowledges by signing this rental agreement that s/he has read, understands and agrees to be bound by the terms and conditions expressed in this Rental Agreement and all above information.

X \_\_\_\_\_  
Customer Sign:

X \_\_\_\_\_  
Date:

X \_\_\_\_\_  
Owner: Dielman Moving & Storage INC.:  
U.S. DOT # 1712112

X \_\_\_\_\_  
Date: