

“W”
Self - Storage
Route W Mobile Home Court, LLC
2800 North Street
Cape Girardeau, MO 63701
Cell phone: 706.289.1901
Office Phone: 573.803.1166

Name: _____

Address: _____

Cell Phone #: _____ Work Phone #: _____

Email Address: _____

Date leased was sign: _____

1st date of Occupancy: _____

Unit Size: 5 x 12 (\$30.00) or 10 x 24 (\$75.00) (circle) (Deposit equal to one months rent.)

Unit #: _____

Deposit: _____ Monthly Rate: _____

(All storage rent is due on the 1st of each month. \$2.00 late fee per day, if not received by the 1st.)

Type of Lease: Monthly _____ Yearly _____

Method of Payment: *Money Order _____ *Check _____

*Make checks and money orders out to: “W” Self - Storage

Route W Mobile Home Court, LLC is the owner of “W” Self-Storage .

This lease Agreement was made and entered into on _____ day of _____ (month) between
“W” Self-Storage referred to as “Manager” and _____ (name)
of _____ (address) referred to as “Occupant”.

Occupant Date: _____

Manager Date: _____

Agreement with - "W" Self-Storage

1. RENTAL UNIT SIZES: 5 x 12 (\$30.00 per month) or 10 x 24 (\$75.00 per month)

Manager rents and leases to Occupant and Occupant hires and leases from Manager, Storage located at the premises of The "W" Self-Storage, address is: 2800 North Street, Cape Girardeau, MO 63701. The term and the rental provided for in this lease agreement. The Occupant agrees that the relationship between the Manager and the Occupant created by this Lease agreement is that of Manager and Occupant and not that of bailor and bailee.

2. RENT

The monthly real for the space hired by Occupant shall be either \$30.00 or \$75.00 per month. Payable on the 1st of each month. There will be no refund on any monthly rental for a Lease Agreement terminated before the end of the month. Occupants' failure to pay the rental on or before the 1st day of the month shall cause a \$2.00 per day late charge added to the rental due. Lease agreement begins on the 1st of month – if lease begins on 11th of month or after – rent will be pro-rated by the day.

3. SECURITY DEPOSIT

In addition to the rental provided for in this Lease Agreement - a security deposit of one month's rent is required. This will be reimbursed to the Occupant if the unit is cleared out of all belongings and swept clean.

4. TERM

This Lease Agreement shall be for a term of month to month. Unless Manager or Occupant gives 10 days' written notice of the intention to terminate this Lease Agreement by either Manager or Occupant or by mutual agreement of the parties or by the failure of Occupant to pay the rent when due and payable.

5. ALTERATIONS: MAINTENANCE -

Occupant shall not make or allow any alterations to the premises. Occupant shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse on the premises. Occupant shall not store any live animals, explosives, gasoline or other flammable materials on the premises, and shall, at the termination of this Lease Agreement, leave the premises in clean condition, including but not limited to sweeping out the floor of the unit.

If upon termination, the unit is not properly cleaned pursuant to terms of this lease, the Occupant shall forfeit all of said deposit to pay Manager for cleaning services. The Manager shall have sole discretion in determining the amount owed for any cleaning services performed.

6. USE

Occupant shall use the premises only for the storage of goods or commodities stored for any lawful purpose and in the possession of Occupant through lawful means. Occupants expressly shall not have the right to store any items that Occupant possesses illegally or which are items that are unlawful to be possessed by Occupant, nor shall Occupant store any flammable, explosive or dangerous materials or Illegal drugs on the premises. Further, Occupant agrees that Occupant shall not maintain any business, operate machinery, or use the premises for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the exclusive use of the storage of property owned or lawfully in the possession of Occupant.

7. INTERFERENCE

Occupant's use of the unit shall in no way interfere with the use by any other party or any portion of the premises other than the unit leased by Occupant. Occupant shall not make, or allow to be made, any unlawful, improper, or offensive use of the unit. Occupant shall not place any item or material on the premises outside the unit lease by Occupant, but all property of Occupant shall at all times be located in the Occupant's leased unit. Occupant shall keep the storage unit locked at all times, except when in use.

8. NO DUMPING

Occupant shall not leave debris, garbage, refuse or unwanted items or any other type of waste in and around the Space/Unit or Premises. A dumpster is provided for trash or debris. Unwanted large items left will require us to charge you a service charge for dumping.

9. DEFAULT; ABANDONMENT

If Occupant shall remove or attempt to remove any goods or property from leased unit without first having paid all rent and other charges which may become due during the term of this Lease Agreement, or if Occupant fails to pay rent when due on the 1st of the month as provided in this agreement, or if Occupant fails to remove all of his/her goods and property located in the leased unit upon his/her termination of the Lease Agreement, then upon any of such events, all goods and property of the Occupant shall be considered abandoned, and Manager shall have the right to sell the goods and personal property pursuant to the power of sale granted below to the Manager.

10. DEFAULT; TERMINATION; RE-ENTRY

If the Occupant fails to pay the rent when due or fails for a period of 10 days to remedy any other breach, then Manager, at its option, may immediately terminate this Lease Agreement, re-enter the unit, take possession of the goods and property located in the unit, apply the last month's deposit as payment of rent and place an additional lock or locks at the Occupant's cost on the unit. Manager shall have no obligation to lease the unit to another Occupant unless and until all sums owed to Manager under this lease are paid in full. Occupant waives any claim for damages by reason of entry by Manager into the unit or by reason of Manager placing additional locks on the unit or removing the Occupant's lock from the door.

11. POWER OF SALE

If the Occupant fails to pay the rent due under this agreement, abandons the property as that term is defined above in Section 8, or fails for a period of 10 days to remedy any other breach under this lease, then Manager may treat any of such acts as a termination of the Lease Agreement. In such case Manager may after reentering the unit, and taking possession of the goods and property located in the unit, sell the same at private sale in block or in parcel upon giving the Occupant 15 days' notice by registered or certified mail addressed to the Occupant's address shown above or in person. The sale shall be at the Manager's premises and the Occupant shall have the right to bid on and purchase. The sale shall be private, for cash and the Occupant by this instrument constitute and appoints the Manager his/her agent and attorney-in-fact to make such sale and conveyance, divesting the Occupant of all rights, title or equity that Occupant may have in and to the property and vesting the same in the purchaser or purchasers at such sale, and all of the acts of the attorney-in-fact are by this Lease Agreement ratified and confirmed. The proceeds of the sale shall be applied first to the payment of all sums due the Manager, including reasonable costs of conducting and advertising the sale, and including Manager's reasonable attorneys' fees connected with the sale. The remainder of the proceeds, if any, shall be paid to the Occupant.

12. WARRANTY OF OWNERSHIP OF PROPERTY

Occupant warrants that all goods and personal property to be placed by Occupant in the Occupant's leased unit shall be Occupant's own property and shall be subject to levy and sale by the Manager. If Section 10 of this agreement is placed into effect, Occupant shall hold Manager harmless and indemnify Manager if property is sold which belongs to a party other than Occupant.

13. LIABILITY; INSURANCE

A. This Lease Agreement is made under the express condition that the Manager shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including Occupant, or any property of any kind, regardless of who owns the property, including Occupant, from any cause or causes while in, upon, or in any way connected with the premises, during the term of this Lease Agreement or any extension of this Lease Agreement or any occupant under this Lease Agreement.

B. Occupant agrees to hold Manager harmless from any liability, loss, cost or obligation on account of or arising out of any such injuries or losses however occurring.

C. Occupant shall, at Occupant's sole expense, maintain insurance on the property stored in and on the premises. Manager shall NOT be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause. Manager shall have the right to enter into and upon the premises at reasonable times for the purpose of inspecting the condition of the premises. In the event of any loss to the room or its contents, Occupant shall look solely to his/her insurance coverage, if any, and shall make no claim against Manager.

14. ASSIGNMENT; SUBLETTING

Occupant shall NOT assign this Lease Agreement, or sublet the unit or any portion of the leased unit.

15. INDEMNIFICATION

Occupant agrees to indemnify Manager against each claim, demand or cause of action that may be against Manager by reason or in any way arising out of Occupant's lease and use of the unit. Manager shall have the right to enter the unit when deemed necessary by Manager for inspection or to protect the premises. Such indemnity shall extend to but not be limited to any damage caused to the unit, the other units located on the premises, property of other parties which is located on the premises, and injury to Manager, other Occupants or any other party who may be on the premises.

16. OCCUPANT'S DAMAGE OR INJURY

Manager shall have no liability for or on account of any damage to any property of Occupant or injury to Occupant or for or on account of the destruction of any property in the unit. Occupant releases Manager from all responsibility in connection with Occupant and Occupant's property and acknowledges that Occupant's use of the unit shall be solely at Occupant's risk. In the event of any loss to the unit or its contents, Occupant shall look solely to his/her insurance coverage, if any, and shall make no claim against Manager.

17. GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri and venue shall only be proper in Cape Girardeau County, Missouri.

18. EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this Lease Agreement will not and shall not be deemed to effect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

19. WAIVERS

Waiver by Manager of any breach of any covenant or duty of Occupant under this Lease Agreement is not a waiver of breach of any other convenient or duty of Occupant, or of any subsequent breach of the same covenant or duty.

20. WAIVER OF JURY TRIAL

The parties hereto do each waive their right to trial by jury for any claim assessed as a result of this Agreement.

21. CASUALTY

If the premises are damaged by fire or other casualty during the term of this Lease Agreement, so that the premises are rendered unable to rent, then either Manager or Occupant may cancel this Lease Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and Occupant in possession of the premises shall be held harmless by Manager for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of Occupant, Occupant's licensees, or invitees.

22. REMEDIES OF MANAGER CUMULATIVE

The remedies given to Manager in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Manager shall not be to the exclusion of any other remedy.

23. ATTORNEY FEES

If any action is instituted to enforce any covenant contained in this Lease Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Lease Agreement by Occupant, then Occupant shall pay such reasonable attorney fees as may be determined by the court.

24. COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

In witness, each party to this Agreement has caused it to be executed at Route W Storage Facility, on the date indicated below.

25. NO ORAL AGREEMENTS

This agreement encompasses the entire agreement between Manager and Occupant and NO oral agreements shall be of any effect whatsoever. Occupant agrees that Occupant is not relying, and will not rely, upon any oral representation made by Manager, or by any of Manager's agents or employees purporting to modify or add to this Agreement in any way whatsoever.

26. NOTICES

All notice required or permitted by law or required by this Agreement may be sent to Occupant at the address set forth above. Occupant shall be required to give notice of change of address to Manager in writing at the premises. Notice of change of address of Occupant shall not become effective until acknowledged in writing by Manager.