



17815 E. Foster Road, Suite 111  
LIBERTY, MISSOURI 64068  
Phone: 816.415.2303

## SPACE RENTAL AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2020** between **210 R.V. & BOAT STORAGE** (hereinafter referred to as the owner) and \_\_\_\_\_ hereinafter referred to as a Tenant.

### WITNESSETH:

Premises: Owner hereby rents to Tenant an area to be designated by Owner and which shall be situated in an underground storage compound in THE UNDERGROUND WAREHOUSE facility operated by owner 1.5 mile east M-291 Highway on New 210 Highway, Liberty, Missouri, upon terms and conditions hereinafter set forth for the purpose of storing the following items:

### FINANCIAL TERMS:

1. The rental charge shall be \$\_\_\_\_\_ dollars per month for – *Check One*

**SEASONAL STORAGE** (Less Than 12 Months, Minimum 3 Months)

**LONG TERM STORAGE** (12 Month Period)

**OTHER** \_\_\_\_\_

2. **1<sup>ST</sup> payment shall be a minimum of three (3) months in advance upon entry.**

3. The rental charge rate indicated on this agreement is good only so long it is paid in advance to any price increase.

4. If unit is removed prior to the end of any month which is paid in full to the end of month, 210 RV will apply any credit balance to the next stay. **REFUNDS ARE NOT OFFERED. EARLY DEPARTURE OR NON-RETURN FORFEITS ANY CREDITS.**

5. Subsequent payments may be made monthly or quarterly so long as payments are made in advance of the rental period.

6. All terms payment will be due in this office on the 1<sup>st</sup> of the month and shall be considered late if received after the 10<sup>th</sup>.

7. Tenant agrees to pay monthly rent for space held for tenant's use, regardless the space is occupied or not by tenant unless and until the unit is removed and signed out by tenant.

8. Tenant agrees to pay storage from the beginning date of this agreement until the date the unit is signed out and removed.

9. Tenant agrees to pay a late fee of \$25 each month payment is late and on each invoice.

10. 210 RV will endeavor to send invoices monthly/quarterly/annually as directed by tenant, however, payments will be due without regard to receipt of an invoice by tenant.

11. A charge of \$1 will be assessed on all invoices mailed through the postal system. To avoid this charge, please provide an email address so that billings may be sent to you electronically.

12. Payment may be made by ACH online, checks, cash, and credit card. **All credit card transactions will be charged a 3% transaction fee. Checks returned for insufficient funds will be charged a fee of \$45 per check.**

**CHECKS SHALL BE MADE PAYABLE AND MAILED TO: 210 R.V. STORAGE, 17815 E Foster Road, Suite 111, Liberty, MO 64068.**

### TERMS AND CONDITIONS:

A. The Construction and performance of this agreement shall be governed by the laws of the State of Missouri.

B. There shall not be brought upon the premise's gasoline, propane or other flammable or explosive materials other than in the regular fuel tanks of the equipment so stored.

C. Tenants warrant that:

(1) Tenant is sole owner of all items stored:

(2) Tenant has disclosed Owner the exact nature of all of the items stored and there is no property concealed in or about the item expressly named in paragraph 1 hereof, except as set forth in said paragraph;

(3) Tenant will not add to the items stored without prior written permission of Owner;

(4) The items stored are not subjected to any lien or encumbrance which might or could be superior to Owner's claims for storage or other charges for which Tenant is Liable hereunder.

(5) **The items stored will not emit or allow to, escape from any noxious, offensive or dangerous effluent, Tenant shall be liable for and hold harmless and indemnify Owner and Owner's other tenants from any damage or loss by reason of the foregoing warranties.**

D. Owner shall have the right to require positive identification from tenant prior to removal of stored items.

E. Tenant access: **The Tenant may have access to storage compound by calling for an appointment 24 hours in advance.** Regular business hours are 8:00 A.M. TO 5:00P.M. Monday through Friday and Saturday by appointment only

F. Annual contracts are charged at a discounted rate and are for the purpose to assure a storage area for your unit throughout the year and must be paid for a 12-month period. To remove unit and discontinue paying for less than 12 months the rate will increase to the normal SEASONAL RATE. Annual Contracts will automatically renew at the end of the term, at most current monthly annual storage rate. Rate increases will apply to automatic renewals at the time of increase. To avoid automatic renewal, you must pay any rents due, remove the unit from storage, come into the office and sign out your boat, RV or trailer or send written notice 10 days prior to the term end date.

G. To discontinue billing: it is very important that you come into the office and sign out your boat, RV or trailer when you are removing the unit for the season in order to discontinue billing. If your boat, RV or trailer is in your possession and you decide to give up your storage area, written notice must be received 10 days prior to the next billing date usually on the 22<sup>nd</sup> of the month prior to rental period. **Monthly rent will continue until the unit is removed AND signed out or written notice received and unit is removed.** If you are storing your unit on an annual basis, this term would apply only at the end of the 12 month period, however, to avoid automatic renewal at the most current rental rate you must sign out the item stored or send written notice 10 days prior to the end of the term.

H. Seasonal customers shall have account balance paid in full at least 10 full business days prior to removal from storage by check. Cash or money order will be required on same day removal.

I. Lien rights: The Tenant herewith grants to Owner a lien for all amounts due hereunder upon all of the stored items; the said items shall not be removed from the rental premises until all the charges thereon accrued hereunder have been fully paid. In the event any storage charges or other amounts due hereunder six(6) months or more in arrears, Owner may at its options and without notice sell some or all of the items stored at private or public sale for such prices and terms as may be readily obtained to satisfy the storage and other charges; Tenant expressly waives any claim Tenant might otherwise have by reason of such sale ; and such event, Tenant holds harmless and indemnifies Owner from claim, if any, of any other person by reason of such sale and further agrees to reimburse Owner for reasonable expenses including, but not limited to, attorney's fees enforcing Owner's rights hereunder.

J. **Trailer hitch locks are prohibited.** We attempt to leave your unit as parked, but on occasion adjustments need to be made.

**WAIVER OF OWNER'S LIABILITY.**

It is understood that Owner is merely renting space to Tenant, is not a bailee of the items stored, and is not responsible to Tenant or any other person for loss of or damage to the stored items for Any cause whatsoever including, but not limited to, Owner's carelessness or negligence, carelessness or negligence of any person or any condition of the premises; and Tenant expressly waives any claim which tenant might other-wise have against Owner by reason of such loss or damage.

IN WITNESS WHEREOF; Owner and Tenant have caused these premises to be duly executed on the day and year first above written. This contract can only be changed by the written agreement of the parties hereto.

necessary

TENANT PRINT NAME \_\_\_\_\_

TENANT SIGNATURE \_\_\_\_\_

MAILING ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
<b>TO AVOID \$1.00 BILLING FEE PLEASE EMAIL INVOICES TO:</b>
_____ @ _____
HOME PHONE NUMBER (____) _____ CELL PHONE (____) _____
ALTERNATE CONTACT _____ PHONE (____) _____

ENTRY PAYMENT: REC'D \$ \_\_\_\_\_ . \_\_\_\_\_ FOR \_\_\_\_\_ MONTHS CHECK # \_\_\_\_\_ or CASH

**IMPORTANT: TO ASSURE DISCONTINUED BILLING AFTER REMOVING UNIT FROM STORAGE, BE SURE TO DATE AND SIGN 210 RV STORAGE COPY OF THIS AGREEMENT ON FILE IN OFFICE.**

I removed unit on \_\_\_/\_\_\_/\_\_\_ Signature \_\_\_\_\_