



DMK STORAGE

Indoor and Outdoor Storage
www.dmkstoragekc.com - 816.699.6777

SELF-STORAGE DISCLOSURES

By signing DMK Storage Self Storage Agreement [Agreement], each occupant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 1. Identification of Storage

Subject to the terms and conditions in these disclosures, Operator rents to Occupant, and Occupant rents from Operator, for storage purposes only, the storage located at 29803 SW Eagles Pkwy, Grain Valley, MO 64029.

Clause 2. Limits on Use and Occupancy

At no point should the Occupant take part in any illegal activities. Occupant shall not store or possess any illegal substances or items.

Clause 3. Term of the Agreement

The rental will continue on a month-to-month basis. Operator may terminate the tenancy or modify the terms of the Agreement by giving the Occupant thirty (30) days' written notice. Occupant may terminate the tenancy by giving the Operator thirty (30) days' written notice.

Clause 4. Payment of Rent

Rates are subject to change. Occupant will pay to Operator a monthly rent payable in advance to the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid by; credit/debit card via email, cash, cashier's check made payable to DMK Rentals LLC.

Clause 5. Late Charge

If Occupant fails to pay the rent in full before the end of the 10th day after it's due, Occupant will pay Operator a late charge of \$15 and an additional \$5 per day until the account balance is paid.

Clause 6. Returned Check and Other Bank Charges

If any check offered my Occupant to Operator in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment", or any other reason, Occupant will pay Operator a returned check charge of \$50.

Clause 7. Maintenance Responsibilities

Occupant agrees to maintain the rented storage unit in a clean and safe manner. Occupant is responsible for all trash removal in the rented storage unit/space.

Clause 8. Alterations

Occupant will make no alterations to any storage containers, storage units, or storage property. Any alterations will be repaired at the Occupants expense.

Clause 9. Operator's Right to Access

The Operator and its agents may enter the unit at all reasonable times, upon reasonable notice to Occupant except in the event of an emergency or for the purpose of making necessary repairs and inspection of the premises. Occupant shall make the unit available for entry upon notice, or failing cooperation of Occupant, the Operator may cause any lock to be removed and enter the unit without liability to the Operator.

Clause 10. Possession

Occupant's failure to take possession: If, after signing this Agreement, Occupant fails to take possession of the storage, Occupant will still be responsible for paying rent and complying with all other terms of the Agreement. Operator's failure to deliver possession. If Landlord is unable to deliver possession of the premises to Occupant for any reason not within Operators control, including, but not limited to, partial or complete destruction of the premises, Occupant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Operator's liability to Occupant will be limited to the return of all sums previously paid by Occupant to Operator.

Clause 11. Occupancy

Overnight occupancy of the storage lot is prohibited. Occupants who store vehicles, boats, or equipment in the storage lot will be the only party allowed to remove these vehicles from the storage area.

Clause 12. Property Liens or Removal of Outdoor Stored Items

The Occupant hereby grants the Operator a lien on all personal property stored within each leased space for rent, labor, or other charges, and for expenses reasonably incurred in sale of such property. If Occupant is in default for a period of more than sixty (60) days, the Operator may enforce this lien and take possession of stored personal property. OPERATOR AT THEIR OPTION MAY: (1) Seize Occupant's property in said storage unit by cutting Occupant's lock and/or over locking unit with Operator's lock. If a locksmith is necessary to remove locks, his charges will be added to Occupant's balance due. (2) Proceed to sell any and all of the stored goods to satisfy arrears at a public or private sale. (3) Institute legal action for collection of past due rent, damage cost, reasonable attorney fees, court cost, and any other cost incurred.

The above remedies are not exclusive or sole remedies. Operator may, at Operator's sole option, exercise any one or all of said remedies, together with any available legal actions. Notice of default and time and place of any public or private sale shall be mailed by U.S. postal service at least 10 days prior to any such sale, to the last known address as indicated on the Agreement. Occupant will be charged for certified mail plus a cost of newspaper ads plus any handling fees or if Operator hires a locksmith to drill Occupant's lock off.

Only payment in the full amount of the lien will be accepted to satisfy lien. Partial payments will not stop any auction procedures or legal actions.

Clause 13. Payment of Court Cost and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of Agreement, the Occupant shall recover reasonable attorney fees and court cost.

Clause 14. Authority to Receive Legal Papers

The Operator, any persons managing the premises, and anyone designated by the Operator are authorized to accept service of process and receive other notices and demands, which may be delivered to: DMK Rentals, LLC at the following address: 29803 SW EAGLES PKWY, GRAIN VALLEY, MO 64029.

Clause 15. Grounds for Termination

The failure of Occupant or Occupant's invitees to comply with any term of this Agreement is grounds for termination with appropriate notice to Occupant and procedures as required by law.

Clause 16. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Operator and Occupant. Any modifications of the Agreement must be in writing and signed by Operator and Occupant.

Missouri Law to Apply: This storage Agreement and any action arising between the parties shall be constructed under and in accordance with the substantive laws of the State of Missouri in Section 415.415, RSMo. The Missouri Self-Storage Facilities Act granted OPERATOR a lien on all personal property stored within each OCUPANT'S leased space for rent, vehicle, equipment, boat, and charges and for expenses reasonably incurred by OPERATOR in the sale of such property, as provided in sections 415.400 to 415.430, RSMo. The personal property stored within OCCUPANT'S storage unit may be sold to satisfy such lien if the OCCUPANT is in default and any proceeds from such sale which remain after satisfaction of the lien will be paid to the State Treasurer if unclaimed by the OCCUPANT within one (1) year after the sale of the property.