

Lessor: Chuck Henry Sales, Inc.



525 N Poplar
Solomon KS 67480

Lessor: Chuck Henry Sales Inc



3585 N Williams Road
Garden City KS 67846

785-655-9430 785-655-9460 FX

KANSAS SELF-SERVICE STORAGE RENTAL AGREEMENT

This Kansas Self-Service Storage Rental Agreement

LEASE NO. _____ is made on _____ (date),
by and between Chuck Henry Sales Inc. (“Operator, Lessor”)
and _____ [full name of tenant] (“Occupant”) as follows:

A. The Occupant’s contact information (“Contact Information”) shall be as follows:

- a. Occupant address: _____
- b. Occupant telephone number: _____
- c. Occupant driver’s license # & State: _____
- d. Occupants SS# / EIN: _____
- e. Email Address: _____
- f. Other Occupant Information: _____

B. Alternate Contact name:

- a. Alternate Contact telephone number: _____
- b. Others with access: _____

Operator is authorized, but not required, to contact the Alternate Contact about Occupant’s Unit in case of emergency or if Occupant cannot be reached.

C. Military Service Information:

Is the Occupant a member of the Armed Forces, National Guard, Public Health Service or NOAA?

Yes No If Yes, please list your

Branch: _____

Unit: _____

Serial No: _____

Are you on active duty? Yes No

Do you expect to be on active duty during the term of this lease? Yes No

Are you a spouse, child or other dependent of a service member? Yes No

D. This Rental Agreement shall cover enclosed unit No. _____, Start Lease Date: _____

- a. The approximate dimensions of which are 8’ x 20’
- b. (“Unit”), located at 525 N Poplar, Solomon, Ks 67480

3585A N Williams Road, Garden City Ks 67846.

E. The following fees and charges shall apply to the lease of the Unit: _____ Monthly Rate: _____

Pro Rate 1 st Monthly Rent	
Tax	
Security Deposit	
TOTAL	

Monthly Late Fee \$ 5.00 minimum or 18%

Foreclosure Fee \$200.00

Insufficient funds (bad check or debit/credit card) \$ 30.00

One-Time Administration Fee \$50.00

Other fees and charges may apply. See paragraphs 12, 15, 29, 30 and 31 below.

The Operator and Occupant further agree as follows:

1. LEASE. Operator agrees to lease to Occupant, and Occupant agrees to lease from Operator, the Unit identified in "C" above. **This Rental Agreement creates no bailment. Operator is not a warehouseman and does not store property for Occupant. Except as expressly provided in this Rental Agreement or by law, the exclusive possession, care, custody and control of all personal property stored in the Unit remains vested in the Occupant at all times, even if Occupant is denied access for any reason.**
2. RENT; TERM; FEES AND CHARGES.
X Rent due on First Day of the Month. Occupant's right to store property in the Unit shall begin on the date listed above ("Move-In Date") and continue through the end of the first calendar month. Thereafter, the term of this Rental Agreement shall continue on a month-to-month basis from the first day of each month until the first day of the subsequent month unless terminated as provided herein. Occupant agrees to pay at the signing of this Rental Agreement as rent for the initial term \$_____ (plus tax), which is that portion of the Monthly Rent identified in "E" above prorated for the number of days remaining in the first calendar month. Thereafter, Occupant agrees to pay the Operator as Monthly Rent, without demand, invoice, setoff or deduction, the amount of Monthly Rent listed in "E" above on or before the first day of each calendar month.
 - a. No refunds of Monthly Rent will be made for any reason.
 - b. Occupant also agrees to pay the Monthly Late Charge identified in "E" above in the event Occupant's Monthly Rent is not paid within five (5) days after the date on which it is due. In addition to the foregoing, Occupant agrees to pay a One-Time Administration Fee in the amount listed in "E" above. The One-Time Administration Fee and Monthly Late Charge are nonrefundable.
 - c. Occupant also agrees to pay a Security Deposit in the amount listed in "E" above. If Occupant complies with the move-out duties in paragraph 12 below, the unapplied portion of the Security Deposit, less any unpaid rents or late charges, will be refunded to Occupant.
3. LIMITS ON USE. Occupant will use the Unit only to store Occupant's personal property. Occupant will not conduct any business in or at the Unit or Facility; allow any animal or human to live in the Unit; engage in any activities in the Unit or at the Facility that, in Operator's sole discretion, pose an unreasonable risk of harm to person or property; or make or create any waste or nuisance; or interfere with the use of the Facility by others. Occupant will not store, generate, use or dispose of in the Unit or at the Facility any Hazardous Substance (which, as used herein, shall mean any substance which is toxic, ignitable, reactive, or corrosive and which is or becomes regulated by any local government, the State of Kansas, or the United States government; all material or substances defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to any applicable law; as well as, but not limited to, asbestos, polychlorinated biphenyls, and petroleum), nor shall Occupant store any perishable goods, carcasses, flammable materials, explosives or other inherently dangerous material in the Unit or at the Facility.
 - a. Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Unit and its use. Occupant shall neither use the Unit or Facility for the commission of any crime, store in the Unit or bring to the Facility any property which is unlawful for Occupant to use, possess or store.
4. LIMIT ON VALUE. Occupant agrees that the Unit is not appropriate for the storage of objects which

have sentimental value to the Occupant or others, including but not limited to keepsakes, souvenirs, heirlooms, and collector's items; one-of-a-kind or unique property, including but not limited to books, records, writings, and works of art, which cannot be replaced; items for which there is no resale market readily available; and records relating to items stored in the Unit or their value. Occupant further agrees that the value of any items meeting the above description that Occupant chooses to store in the Unit in violation of this provision shall be limited to the salvage value of the item's raw materials.

- a. **Without Operator's written permission, Occupant agrees not to store property in the Unit that has an aggregate value of over \$5,000 or that may cause consequential damages or emotional distress to Occupant or others if it were missing, stolen, sold or damaged, or otherwise cause any sort of damage in any form whatsoever in excess of the aforementioned figure. The Lessee specifically stipulates that the aggregate value of all property stored within the Unit shall be deemed not to exceed \$5,000.00 for any purpose whatsoever and conclusively agrees that it is the maximum value for said property, and that said property may be worth less.**
5. **INSURANCE; ASSUMPTION OF RISKS.** Occupant shall be responsible for providing insurance, if any, for property stored in Occupant's Unit. Unless insured, Occupant agrees to personally assume all risk of loss to property stored in the Unit, including but not limited to damage or loss by unexplained disappearance; burglary; theft; explosion; fire; smoke; water; moisture; exposure to elements; mold and mildew, temperature variation; vandalism; vermin; insects; pests; the negligent acts or omissions of Operator and Operator's agents, affiliates, representatives and employees ("Operator's Agents"); utility disruption or acts of God (collectively "Risks"). Occupant waives any right of recovery against Operator or Operator's Agents for the Risks, including but not limited to insured or insurable claims of Occupant, and Occupant waives insurance subrogation against Operator's insurers, if any, for all claims covered by Occupant's insurance. This paragraph is subject to any limitations on its terms imposed by law.
 6. **OCCUPANT TO SECURE PROPERTY.** Occupant agrees to secure the Unit with a lock of Occupant's choosing, or if the Unit is a parking space for a vehicle, to lock or secure such vehicle. Occupant shall not give any key or combination to any lock securing a Unit or vehicle to Operator. Occupant is solely responsible for others accessing Occupant's Unit or property stored in the Unit. Operator has no duty to restrict, limit or screen those who access the Unit.
 7. **RELEASE; INDEMNITY; LIMITATION OF OPERATOR'S LIABILITY.** **Occupant releases Operator and Operator's Agents from any and all liability for loss, damage, or injury of or to property or persons in the Unit or at the Facility caused by the negligent acts or omissions of the Operator and Operator's Agents.**
 - a. **Occupant will indemnify and hold Operator and Operator's Agents harmless from all claims, damages, government fines, lawsuits, and the costs and expenses of defending the foregoing which relate to or arise from Occupant's use or misuse of the Unit or Facility, including but not limited to the negligent acts or omissions of Operator, Operator's Agents, Occupant, Occupant's agents, or any person in the Unit or at the Facility at the request or invitation of Occupant ("Occupant's Guests") or Occupant's breach of any terms of this Rental Agreement.**
 - b. **Occupant agrees that Operator's or Operator's Agent's liability to Occupant for all claims and purposes is limited to the maximum of \$5,000 in the aggregate.**
 - c. This paragraph is subject to any limitation on its terms imposed by law.

8. **DEFAULT.** “Default” as used herein shall mean Occupant’s failure to perform on time any obligation or duties set forth in this Rental Agreement or any amendments or addendum to it. If Occupant is in default, Operator may pursue any remedies available under this Rental Agreement or available at law. In the event of default, Occupant may be denied access to the Unit, or if Unit is a space for parking a vehicle, Operator may take steps to prevent removal of the vehicle. Operator’s exercise of any one remedy shall not constitute a waiver of any other available remedies for default.

9. **OPERATOR’S LIEN.** **The Kansas Self Storage Facilities Act, K.S.A. 58-813 to -818 (“Act”), grants Operator a lien on all personal property stored within the Occupant’s Unit for rent, labor, or other charges, and for expenses reasonably incurred in the sale of such personal property. The property stored in the Occupant’s Unit may be sold to satisfy such lien if the Occupant is in default. 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 the property.**
 - a. A good faith purchaser of property subject to the Operator’s lien shall own the goods free and clear of any rights of persons against whom the Operator’s lien is valid and other lienholders. If the Operator complies with the provisions of the Act, the Operator’s liability to the Occupant shall be limited to the net proceeds received from the sale of the personal property, and to other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by the other liens.

10. **ADDITIONAL FEES.** Occupant shall be responsible for all reasonable rent collection and lien enforcement expenses incurred by the Operator, in addition to any Monthly Late Charges or Monthly Rent. Occupant also shall be responsible for such other fees and charges as are set forth in this Rental Agreement.

11. **TERMINATION AND HOLDOVER.**
 - a. Upon one month’s written notice to Operator before the end of any monthly term, Occupant may terminate this Rental Agreement at the end of such term. Upon giving at least one month’s written notice to the Occupant before the end of any monthly term, Operator may terminate this Rental Agreement at the end of such term.

 - b. If Occupant is in default for non-payment of rent, Operator may terminate this Rental Agreement upon at least three (3) days written notice to Occupant. All notices shall be given by Certified Mail, return receipt requested, or if and as otherwise required or permitted by law. **Upon termination of the Rental Agreement, Occupant must vacate the premises immediately.**

 - c. **Occupant may not holdover.** If Occupant holds over or for any other reason fails to remove Occupant’s property from the Unit upon termination of the Rental Agreement, Operator may, in Operator’s sole discretion and without notice, treat Occupant as a tenant at sufferance, in which case all rights and obligations contained in this Rental Agreement shall continue, including but not limited to payment of Monthly Rent, Monthly Late Charges and all other fees and charges that apply, or Operator may pursue any and all remedies available under Kansas law or this Rental Agreement.

12. **MOVE OUT DUTIES.** Upon termination of the Rental Agreement for any reason, Occupant must remove all of Occupant's locks from the Unit; remove all contents and trash from the Unit and Facility; and leave the Unit in the same condition as when Occupant rented the Unit, reasonable wear and tear excepted. On the day of move out, Occupant must notify Operator that Occupant has moved out of the Unit. If the Unit is damaged by Occupant or if Occupant fails to remove the contents of the Unit upon termination of this Rental Agreement,
- a. Occupant agrees to pay on demand all expenses reasonably incurred by Operator to clean out and repair the Unit, including all costs to remove and remediate the effects of any Hazardous Substance, that remain after the Security Deposit is applied to such charges.
13. **ABANDONMENT.** Occupant will be deemed to have "abandoned" the Unit if:
- a. Occupant has advised Operator of Occupant's intent to terminate by a date certain;
 - b. Occupant's lock has been removed (if the Unit is enclosed) by someone other than the Operator; and
 - c. The intended termination date has passed. Occupant also will be deemed to have "abandoned" the Unit if:
 - i. Occupant is in default;
 - ii. Occupant's lock has been removed (if the Unit is enclosed) by someone other than the Operator or has been removed by Operator when preparing for a lien sale; and
 - iii. The Unit contains nothing of commercial value in Operator's sole discretion.
 - iv. In addition, Occupant will be deemed to have "abandoned" the Unit if:
 - 1. Unit is found unlocked; and
 - 2. The Unit contains nothing of commercial value in Operator's sole discretion.

When a Unit has been abandoned as defined above, Occupant waives all rights to the Unit and its contents, and Operator may remove and dispose of all contents remaining in the Unit. Upon abandonment, this Rental Agreement shall terminate immediately if not previously terminated.

14. **DAMAGED PREMISES.** In case of damage by fire or other casualty which causes the Facility to be unfit for use, Operator shall have the option of either repairing the damage or terminating this Rental Agreement upon three (3) days written notice to Occupant. If Operator decides to repair the Facility, it shall be done as expeditiously as possible after having notified Occupant of the decision to do so. If in the sole opinion of Operator, the Unit has been rendered tenantable by the fire or other casualty, then Occupant's obligation to pay rent shall abate during the period of the repair and restoration of the damaged premises; provided, however, that Occupant shall be liable for damage to the Unit or the Facility caused by fire or other casualty or event due to Occupant's willful or negligent acts and in such event Occupant's obligation to pay rent shall not abate during the period of repair or restoration of the Unit or the Facility.
15. **OPERATOR'S RIGHT TO ENTER AND INSPECT UNIT.** By law, the Operator may enter the leased space at all times reasonably necessary, which may include, but are not limited to dealing with emergencies; upon Occupant's default, to examine the Unit or the contents thereof; to make repairs or alterations to the Unit or the Facility; to preserve or protect the Unit or Facility; to comply with applicable laws, including Hazardous Substance regulations; or to exercise any of Operator's rights. If the Unit is damaged beyond reasonable wear and tear, Occupant agrees to pay on demand all expenses reasonably incurred by Operator to clean out and repair the Unit, including all costs to remove and remediate the effects of any Hazardous Substance.

16. **SEARCH WARRANTS AND LEGAL PROCESS.** Other provisions of this Rental Agreement notwithstanding, upon presentation of a search warrant or other judicial or administrative process or order by a governmental authority, Operator may identify or open the Unit or allow such governmental authority to open the Unit, and such governmental authority may lock the Unit. Operator also may lock the Unit, but has no obligation to do so.
17. **NO LOCK.** If Occupant's Unit is unlocked at any time during the term of this Rental Agreement, Operator has the right, but not the obligation, to secure the Unit. If Operator chooses to lock Occupant's Unit, such action shall not constitute a conversion of Occupant's property or a denial of access to Occupant's property, and Operator assumes no possession of or duty to protect, secure, or care for Occupant's property by placing a lock on the Unit.
18. **PARTIAL PAYMENTS.** Operator is not required to accept partial payments. If Operator does accept a partial payment, that partial payment does not relieve Occupant of his/her obligations under the Rental Agreement or prevent Operator from exercising its rights upon default, including pursuing a lien sale. At Operator's option and without notice, Operator may apply money received to delinquencies before current obligations and to non-rent obligations before rent, regardless of any notations on checks or money orders and regardless of when the obligations arise.
19. **BANKRUPTCY.** In the event that the Occupant files a voluntary petition in bankruptcy, suffers a petition in involuntary bankruptcy to be filed against Occupant, makes an assignment for benefit of Occupant's creditors, is placed in receivership, or is the subject of any other type of legal action wherein the right to use or occupy the Unit is in issue, then at the option of Operator, this Rental Agreement shall terminate and Occupant shall thereafter have no right, title or interest in or to the Unit.
20. **CHANGE OF CONTACT INFORMATION; NOTICES.** Occupant shall provide written notice of any change in the Contact Information provided in paragraph A above within ten (10) days of such change. The parties agree that a return address on an envelope or an address or telephone number on a check shall not be sufficient notice of a change of any part of the Occupant's Contact Information. Unless otherwise provided by law or this Rental Agreement, all notices or demands that are permitted or required under the Rental Agreement may be personally delivered or posted by U. S. Mail, first class postage prepaid, and addressed to the party at the address provided for in this Rental Agreement or any notice of change. Such notices will be deemed delivered upon mailing or upon delivery, if personally delivered.
21. **APPLICABLE LAW.** This Rental Agreement shall solely and only be interpreted under the laws of the state of Kansas. Any litigation involving this agreement shall be resolved solely in the District Court of Dickinson County, Kansas or the related federal District Court for the District of Kansas. All matters involving this agreement shall be governed by Kansas law.
22. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
23. **NO ALTERATIONS.** Occupant shall not make any alterations or improvements to the Unit or Facility, or permit any other person to make any such alterations or improvements, without the prior written approval of the Operator.
24. **NO SUBLETTING OR ASSIGNMENT.** Occupant may not sublet or assign this Rental Agreement to any other person or entity without the prior written approval of the Operator. Operator may assign this agreement and, upon assignment, shall no longer be liable for its performance.

25. **ATTORNEY’S FEE; WAIVER OF JURY TRIAL.** If Operator engages an attorney to enforce the terms of this Rental Agreement, to conduct a lien sale, to terminate Occupant’s possession of the Unit, or to bring eviction, ejectment, rent and possession, unlawful or forcible detainer, or similar action, Occupant agrees to pay reasonable attorney’s fees incurred by the Operator. In the event of any lawsuit arising from or in conjunction with this Rental Agreement or the use or possession of the Unit or Facility, Occupant waives his/her right to a jury trial.
26. **BINDING NATURE OF AGREEMENT.** This Rental Agreement shall apply to and be binding upon the respective heirs, successors, assigns, and personal representatives of Operator and Occupant.
27. **INVALIDITY.** If any part of this Rental Agreement is deemed invalid, unenforceable, or prohibited by law, only that provision shall be ineffective and only to the extent of such prohibition and invalidity. The remaining provisions of the Rental Agreement shall remain in effect.
28. **HEADINGS.** The paragraph headings have been inserted for ease of reference only and shall not restrict or modify the meaning of the respective paragraphs of this Rental Agreement.
29. **ADDITIONAL TERMS.** In addition to the terms provided for in this document, the Occupant and Operator have agreed to the following additional terms, which shall supersede any contrary terms in this Rental Agreement, and no others:
- a. _____

30. **RULES AND REGULATIONS.** Operator may post in a conspicuous location the rules and regulations governing the use of the Facility by Occupant, Occupant’s agents and Occupant’s Guests (“Rules and Regulations”). Occupant, Occupant’s agents, and Occupant’s Guests shall comply at all times with the Rules and Regulations, and Occupant agrees to ensure such compliance. Operator shall have the right from time to time to change the Rules and Regulations, which changes will become effective upon their posting in a conspicuous location at the Facility. The Rules and Regulations, as amended from time to time, are incorporated as part of this Rental Agreement for all purposes. Occupant may request a copy of the Rules and Regulations at any time.
31. **AMENDMENTS.** Operator may change the terms of the Rental Agreement, including but not limited to the Monthly Rent, Monthly Late Charges, or any other fees or charges, by providing written notice to the Occupant at least thirty (30) days prior to the effective date of the change. The Rental Agreement, as revised, will automatically continue thereafter on a month-to-month basis until terminated as provided herein, and such revised Rental Agreement will not require Occupant’s signature to become effective. Otherwise, this agreement may only be amended in writing signed by parties, unless otherwise provided herein.
32. **NO WARRANTIES. “AS IS”.** Operator makes no express warranties regarding the Unit or the Facility. Occupant acknowledges that Operator’s Agents have no authority to make express warranties regarding the Unit of the Facility.

- a. **Occupant inspected or had the right to inspect the Unit and Facility before signing this Rental Agreement. Occupant finds the Unit and Facility suitable for Occupant’s use and accepts the same “as is”, including but not limited to existing entrance and exit controls, temperature controls, lighting, video cameras, doors, hasps, latches, and fences/gates (“Controls”) if any, or lack of any one or more Controls. Operator does not promise, or have a duty to provide for, the safety or security of persons or property in the Unit or Facility under any circumstances, including but not limited to by maintaining continuous and uninterrupted operation of the Controls. Occupant acknowledges that Controls, if any, may not be monitored or operational at any given time, and Occupant is not relying upon the presence or continued operation of Controls in entering into this Rental Agreement. Instead, Occupant is relying solely on Occupant’s own inspection, subject to the provisions of this Rental Agreement, and nothing else.**

33. **ENTIRE AGREEMENT.** This Rental Agreement, including the additional provisions set forth in paragraph 29, if any, and the Rules and Regulations provided for in paragraph 30, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. **There are no other representations, warranties or agreements by or between the parties which are not fully set forth herein.**

34. **COPYRIGHT MATERIAL.** This Rental Agreement is subject to a copyright claimed by the Kansas Self Service Storage Owners Association (“Association”), and this Rental Agreement may be used by the Operator only by permission from the Association. If Operator uses this Rental Agreement in violation of the Association’s copyright interest or without permission from the Association, the Occupant may declare this Rental Agreement void and unenforceable at any time.

BY HIS/HER SIGNATURE BELOW, OCCUPANT ACKNOWLEDGES THAT HE/SHE HAS READ, OR BEEN GIVEN AN OPPORTUNITY TO READ, THIS AGREEMENT PRIOR TO SIGNING. OCCUPANT ACKNOWLEDGES THIS RENTAL AGREEMENT IS A BINDING CONTRACT, AND OCCUPANT MAY CONSULT AN ATTORNEY BEFORE SIGNING IF ANY TERMS ARE UNCLEAR TO OCCUPANT.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date first written above.

OCCUPANT

By _____

OPERATOR

Chuck Henry Sales, Inc.
525 N Poplar 3585A N Williams Road
Solomon, Ks 67480 Garden City, Ks 67846
785-655-9430
785.655.9460 Fax

By _____
Its: Authorized Representative

AUTHORIZATION FOR AUTOMATIC PAYMENT
(Credit Card Account)

Contract name with us: _____

UNIT #: _____

Customer name on card: _____

Address card sent to: _____

Card Holder Phone#: _____

Card Holder SS# / EIN#: _____

Drivers License # & State for Signee: _____

E-mail address _____

Notification of payment will be sent to this e-mail address.

Account Type(***Circle 1***): Visa MasterCard Discover

Account Number: _____

EXP Date: _____ / _____

I hereby authorize Chuck Henry Sales, Inc. to charge the above referenced credit card account automatically each and every 1 MONTH(s) and apply said charge toward the payment of the charges I owe Chuck Henry Sales, Inc. I understand that I will remain responsible for recurring charges and additional late fees should my credit card be canceled or otherwise made unavailable for payment. I further understand that I will remain responsible for recurring charges, additional late fees and other applicable charges if the withdrawal to the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

**I hereby agree to notify Chuck Henry Sales, Inc. upon completion of rental unit
and inform them to stop the automatic credit card payments.**

Name: _____

Date: _____

Signature: _____