

BIG & LITTLE STORAGE, L.L.C.

618 North Ault, Moberly, MO 65270

212 E Green Meadows Rd. Ste. 6, Columbia, MO 65205

PAYMENT REMITTANCE ADDRESS:

P O Box 1093, Columbia, MO 65205-1093

SELF-SERVICE STORAGE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2010 _____, between, **Big & Little Storage, L.L.C.** with an office in Columbia, Missouri and place of business in Moberly, Missouri, (hereinafter referred to as "operator") and _____

_____ (hereinafter referred to as "occupant").

WITNESSETH:

WHEREAS, operator is engaged in the business of a self-service storage facility as defined by the "Self-Service Storage Facility Act" of Missouri, and the occupant,

whose present address for receiving mail is _____

_____, whose driver's license number is _____, telephone number is _____, is desirous of obtaining from the operator the use of one of its self-service storage units and to that end, the parties hereto agree as follows:

The following agreement incorporated by reference 415.400 to 415.430 R.S. MO (as subsequently modified or amended).

Operator does hereby grant to the occupant the right to use Locker Room No. _____, in its storage building at Moberly, MO under the following terms and conditions, and no others:

Terms and Consideration. The term of the tenancy shall be from today til _____, and thereafter month to month, and occupant shall pay as rental for the storage unit the sum of \$_____ per month, the first monthly payment being due and payable upon the execution of this Agreement. Thereafter, the monthly rental shall be due on the first day of the month as the date of this Agreement at the address of the operator. (THE RENT SHALL NOT BE REFUNDABLE IN WHOLE OR IN PART).

At the time of execution of this Agreement, occupant shall deposit the sum of \$____n/a_____ with the operator to guarantee and insure that no damages to the locker room space shall occur while occupant occupies said space, to insure that occupant notified operator as soon as possible that he has vacated the space, and as security for any unpaid charges or any costs of disposition of property. Occupant shall not sublease said premises without written consent of Operator.

Late fee. A late fee of ten dollars (\$10.00) shall be charged to occupant for each late rental payment. Said late fee will be assessed on the 4th day of each month. Occupant and operator agree that the late fee described is not rent nor interest on a debt nor an expense of collecting rent nor an expense of enforcing the operator's lien to collect unpaid rent. Occupant and operator agree that the late fee is a charge assessed by Operator for Occupant's failure to pay rent when due and is reasonable and is not a penalty.

Termination. This Agreement shall terminate, at the option of the operator, if the monthly charge is not paid on the due date. Occupant, at occupant's option, may elect to extend this Agreement for successive one (1) month terms by either retention of the premises on the first day of the succeeding month or payment of monthly locker room charge. Operator reserves the right to terminate this Agreement at the conclusion of any one month term by posting notice of termination of the locker room door, and by notice at the address set forth above by certified mail not less than three (3) days prior to the end of the term.

Use. _____ The storage room will be used for no unlawful purpose, nor for residential purposes, and will be kept in good condition (usual wear and depreciation accepted) and no explosive or highly flammable material or goods will be stored in the room. Occupant warrants the use of electricity for food freezers, refrigerators and other appliances is not allowed. Occupant further warrants the storage room shall be used for goods that occupant legally has the right to have in his possession. Occupant may not make any alterations to the premises without written consent of Operator and Occupant agrees to keep the immediate premises in good order, to advise operator of any needed maintenance or repairs, and SHALL NOT STORE ANY ITEMS OUTSIDE SAID STORAGE AREA or dispose of any trash outside the storage area.

Access. The operator may enter the leased space AT ALL TIMES WHICH ARE REASONABLY NECESSARY to insure the protection and preservation of the self-service storage facility or any personal property stored therein.

Occupant agrees that the keypad code given for access to climate-controlled units is confidential, and that Operator reserves the right to change said code at any time without notice for reasonable purpose.

Possession. Operator is not engaged in the business of storing goods for hire nor the warehouse business. Consequently, no supervision or control will be exercised, and occupant must take whatever steps deemed necessary to safeguard what is stored in the locker room. If occupant desires to keep the locker locked, he must provide his own locks and keys, and is fully responsible for who has possession of the keys.

Insurance. _____ OPERATOR CARRIES NO INSURANCE WHICH IN ANY WAY COVERS DAMAGES THAT OCCUPANT MAY HAVE OR CLAIM WHILE RENTING THE STORAGE ROOM AND HENCE, OCCUPANT AGREES TO AND MUST CARRY ANY INSURANCE DESIRED.

Liability. _____ OPERATOR SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR LOSS OR DAMAGE FOR ANY ITEM OCCUPANT STORES IN THE ROOM, NO MATTER WHAT THE CAUSE, INCLUDING, BUT NOT LIMITED TO FIRE, EXPLOSION, THEFT, WIND, OR WATER DAMAGE, OR ACTS OF OMISSION OR COMMISSION OF NEGLIGENCE BY ANY AGENT OF THE OPERATOR. OPERATOR DOES NOT EXERCISE CARE, CUSTODY OR CONTROL OF OCCUPANT'S CONTENTS.

Third Party Liens. Occupant agrees that the personal property being placed into this leased space is free and clear of any and all liens except those set forth herein, or hereinafter provided operator in writing, and those persons having a valid lien against such personal property are as follows:

LIENHOLDERS

ADDRESS

ITEMS

Storage Liens. THE OPERATOR OF THE SELF-SERVICE FACILITY HAS 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 PERSONAL PROPERTY. PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY SUCH LIEN IF TENANT FAILS TO PAY THE RENT WHEN DUE OR VACATE THE PREMISES PROMPTLY UPON EXPIRATION OF THIS RENTAL AGREEMENT THEN OPERATOR SHALL HAVE, AND IS HEREBY GRANTED, THE FOLLOWING RIGHTS (AND FAILURE TO EXERCISE SAME ON ANY ONE OR MORE OCCASIONS SHALL NOT BE A WAIVER OF THE SAME):

- (1) To forthwith break and remove any lock on the door belonging to Occupant, enter the storage room, and inspect its contents, then place the lock of Operator thereon until such contents are disposed of by Operator in the manner hereinafter provided.

- (2) Before disposing of the contents by public or private sale, upon such terms and conditions as Operator may see fit, Operator will mail to Occupant and lienholder, if any, a written notice that Operator has taken possession of such contents and will dispose of same as herein described.
- (3) When Operator disposes of the contents of the storeroom pursuant to the foregoing notice, it shall be under no duty or obligation to produce the form, at public or private sale, any amount of money more than necessary to pay to it any rental due (to be figured as of the date of sale) plus a reasonable cost of arranging for the disposition of such contents including, but not limited to court costs, attorneys, fees, etc.
- (4) If any of the contents of the storeroom to be disposed of consists of papers, picture documents, or like personal property that might not be considered to have dollar value, Operator may dispose of same in such manner as it sees fit including destroying same or giving same away.

Indemnity. Occupant agrees to indemnify and hold harmless operator from any and all expense, demands, claims, actions, or causes of action arising directly or indirectly from occupant's storage of goods in the locker room.

Notice. All notices called for herein shall be given at the above addresses shown. It shall be the duty of occupant to furnish operator in writing any change of address or phone number of occupant or any lien holder by certified mail, return receipt requested.

Modification. No provision hereof may be waived or changed other than by written agreement, and occupant understands that only an officer may authorize any modification or extension of any of the terms hereof.

Binding Upon. This contract will be binding upon, and insure to, the benefit of the parties hereto, their heirs, successors, personal representatives and assigns. It is understood and agreed that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

BIG & LITTLE STORAGE, L.L.C.

Operator

Occupant _____ASSIGNED ACCESS CODE (IF ANY)