



Silknitter Storage — Rental Agreement

201 W. Silknitter Street, Rose Hill, Kansas 67133

1. Parties and facility

This Self-Service Storage Rental Agreement ("Agreement") is made between Silknitter Storage Managing Member, and the person identified on Schedule A ("Occupant"). The facility is located at 201 W. Silknitter Street, Rose Hill, Kansas 67133 (the "Facility").

Definitions used in this Agreement:

Term	Meaning
Space	The individual storage unit identified on Schedule A
Personal Property	All property the Occupant stores in the Space
Default	Failure to pay rent or other charges when due, or breach of any other term of this Agreement
Last-Known Address	The postal and email addresses the Occupant most recently gave the Operator in writing
Act	The Kansas Self-Service Storage Act, K.S.A. 58-814 et seq.

This Agreement is not a lease of real property, a bailment, or a warehouse receipt. The Operator does not take custody, care or control of the Personal Property. The Occupant is a licensee of space only.

2. Space and term

The Operator rents to the Occupant the Space identified on Schedule A, beginning on the start date shown there.

The term is month-to-month. It renews automatically each month until terminated under Section 13. Each rental month begins on the first day of the calendar month, except the first partial month, which is prorated.

The Occupant may not assign this Agreement, sublet the Space, or allow any other person to use the Space without the Operator's prior written consent. Only persons listed on Schedule A may access the Space.

3. Rent, fees and payment

Rent is due in advance on the first day of each month, without demand, invoice or notice. Failure to receive a reminder does not excuse late payment.

Charge	Amount	When it applies
Monthly rent	\$50, \$80, \$120 (5x10, 10x10, 10x20)	Due the 1st of each month
Late fee	2 x the daily rate	Rent unpaid after the 5th day of the month
Returned payment fee	\$35	Any check or transfer returned unpaid
Lien processing fee	Full Amount of Processing Fee	Default notices are prepared and sent
Lock cut and replacement	\$35	Operator must remove a lock
Cleaning or disposal	Actual cost	Space is not left broom-clean

Payments are applied first to accrued fees and charges, then to the oldest unpaid rent.

Checks must be made payable to **Silknitter Storage**. Payment may be made by Check, or Online Payment.

The Operator may increase rent on at least 30 days' written notice to the Occupant's Last-Known Address. Continued occupancy after the effective date is acceptance of the new rate.

4. Permitted use and prohibited property

The Space may be used only for storing personal property the Occupant owns or has the lawful right to store. It may not be used as a residence, workshop, office, or place of business, and no person or animal may occupy or be kept in the Space at any time.

The Occupant shall not store in the Space:

- Gasoline, propane, oil, paint, solvents, or other flammable or combustible liquids or gases
Explosives, ammunition beyond ordinary personal quantities, or fireworks Hazardous, toxic, corrosive, or radioactive materials, or anything regulated as hazardous waste
- Perishable food, plants, or anything that attracts insects, rodents or other pests Any living creature
- Stolen property, controlled substances, or anything possessed in violation of law Cash, securities, deeds, jewelry, furs, artwork, collectibles, or other items of unusual value

The Occupant shall not make alterations to the Space, install shelving anchored to the structure, run electrical wiring, or operate any appliance or machinery in the Space.

The Occupant shall comply with all applicable laws and with the Facility rules posted at the Facility or delivered to the Occupant, which the Operator may amend on 30 days' written notice.

5. Risk of loss

All Personal Property stored in the Space is stored at the Occupant's sole risk.

The Operator does not take custody or control of the Personal Property and is not a warehouseman or bailee. The Operator has no duty to insure the Personal Property and does not do so.

The Operator is not liable for loss of or damage to the Personal Property from any cause, including fire, smoke, water, leakage, flood, wind, hail, tornado, lightning, freezing, heat, humidity, mold, mildew, vermin, rodents, insects, power failure, theft, burglary, vandalism, or the acts or omissions of other occupants or third parties, except to the extent caused by the Operator's own gross negligence or willful misconduct.

The Operator does not represent that the Facility or the Space is secure, watertight, climate controlled, or suitable for any particular property. The Occupant has inspected the Space and accepts it as is.

6. Insurance

The Occupant is required to keep insurance covering the Personal Property for its full value against fire, theft and water damage for the entire term. Insuring the Personal Property is the Occupant's responsibility, not the Operator's.

If the Occupant does not maintain insurance, the Occupant assumes all risk of loss and agrees that the Operator has no liability for any uninsured loss.

The Occupant's insurance is primary. The Occupant and the Occupant's insurer waive all rights of subrogation against the Operator.

Initial one:

- _____ I have insurance covering the Personal Property. Carrier: [] **Policy no.:** _____
- _____ I do not have insurance and I accept full responsibility for any loss.

7. Limitation on the value of stored property

NOTICE: THE TOTAL VALUE OF ALL PERSONAL PROPERTY STORED IN THE SPACE IS LIMITED TO \$5,000.00 (the "Value Limit"). BY SIGNING THIS AGREEMENT THE OCCUPANT AGREES THAT THE VALUE OF THE PERSONAL PROPERTY DOES NOT AND WILL NOT EXCEED THE VALUE LIMIT, AND THAT THE VALUE LIMIT IS THE MAXIMUM AMOUNT THE OCCUPANT MAY CLAIM AGAINST THE OPERATOR FOR ANY LOSS OF OR DAMAGE TO THE PERSONAL PROPERTY, WHATEVER THE CAUSE.

The Occupant shall not store Personal Property worth more than the Value Limit. If the Occupant wishes to store property of greater value, the Occupant must request a higher Value Limit in writing and the Operator must agree to it in writing.

This Section does not create any obligation of the Operator to insure the Personal Property or to pay any claim.

8. Access, locks and gate

The Occupant may access the Space during the Facility's posted access hours, currently 24 hours. The Operator may change access hours on written notice.

The Occupant must supply and use the Occupant's own lock on the Space and is responsible for keeping the Space locked. The Operator does not keep a key or combination to the Occupant's lock. An unlocked Space is the Occupant's responsibility.

Each gate code is issued to one Occupant and may not be shared. The Occupant is responsible for anyone who enters the Facility using the Occupant's code.

The Operator may deny the Occupant access to the Space while the Occupant is in Default, as permitted by K.S.A. 58-817. The Operator may also place an additional lock on the Space during Default. Access is restored when all amounts owed are paid in full.

The Operator may close the Facility temporarily for maintenance, weather, or emergency.

9. Operator's lien

NOTICE OF LIEN — READ CAREFULLY

THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR, AND OTHER CHARGES OWED UNDER THIS AGREEMENT, AND FOR EXPENSES REASONABLY INCURRED IN SELLING THAT PROPERTY, AS PROVIDED BY K.S.A. 58-816.

IF THE OCCUPANT IS IN DEFAULT, THE PERSONAL PROPERTY STORED IN THE SPACE MAY BE SOLD TO SATISFY THE LIEN.

IF THE PROPERTY IS SOLD AND MONEY REMAINS AFTER THE LIEN AND THE EXPENSES OF SALE ARE PAID, THE OPERATOR WILL HOLD THAT MONEY FOR THE OCCUPANT OR ANY OTHER RECORDED LIENHOLDER FOR ONE YEAR. ANY AMOUNT NOT CLAIMED WITHIN ONE YEAR WILL BE TURNED OVER TO THE KANSAS STATE TREASURER AS UNCLAIMED PROPERTY.

THE OCCUPANT MAY AVOID A SALE AT ANY TIME BEFORE IT OCCURS BY PAYING ALL AMOUNTS OWED, INCLUDING FEES AND EXPENSES.

The Occupant represents that the Personal Property is owned by the Occupant free of any other lien or security interest, except as disclosed in writing on Schedule A. The Occupant shall tell the Operator in writing the name and address of any other person or company holding a lien or security interest in the Personal Property, so that person can be given the notices the Act requires.

10. Default and enforcement of the lien

The Occupant is in Default if rent or any other charge is not paid when due, or if the Occupant breaches any other term of this Agreement.

On Default the Operator may deny access to the Space, place an additional lock on it, and pursue the remedies in the Act. The Operator will enforce the lien in accordance with K.S.A. 58-817, which as of the date of this Agreement requires the following:

Step	Requirement under K.S.A. 58-817
Denial of access	Permitted once the Occupant is in Default
First notice of Default	Sent by first-class mail to the Last-Known Address, and by email if the Occupant has given an email address
Second notice of Default	Sent not less than 7 days after the first notice
Notice to lienholders	Sent by certified mail, return receipt requested
Earliest sale	Only after the Occupant has been in Default for more than 45 days
Advertisement	In a newspaper of general circulation in the jurisdiction of the sale, or in any other commercially reasonable manner
Sale	Online or in person, public or private, in a commercially reasonable manner
Surplus	Held one year for the Occupant or a recorded lienholder, then paid to the Kansas State Treasurer as unclaimed property

Notices are deemed delivered when deposited with the United States Postal Service, properly addressed to the Last-Known Address, with postage prepaid.

The Occupant may redeem the Personal Property at any time before it is sold by paying all rent, fees, and expenses then owed.

This Section summarizes the statute for the Occupant's information. If the Act is amended, the Operator will follow the Act as amended, and the Act controls over any inconsistency in this Section.

11. Notices and contact information

All notices to the Occupant will be sent to the Last-Known Address shown on Schedule A, by first-class mail and, where the Occupant has given an email address, by email.

The Occupant must notify the Operator in writing within 10 days of any change of name, mailing address, email address or telephone number. Notices sent to the Last-Known Address are effective even if the Occupant no longer receives mail or email there.

The Occupant consents to receive notices, statements and other communications by email at the address given on Schedule A. The Occupant may withdraw that consent in writing, in which case notices will be sent by mail only.

Alternative contact

K.S.A. 58-816 requires the Operator to ask whether the Occupant wishes to designate an alternative person to receive notices. Complete one:

- _____ I do **not** wish to designate an alternative contact.
- _____ I designate the following alternative contact to receive notices under this Agreement:

Notices to the Operator must be emailed to Zach@silknitterstorage.com

12. Condition of the Space and right of entry

The Occupant has examined the Space and accepts it in its present condition. The Occupant shall keep the Space clean and shall not damage it or the Facility. The Occupant is responsible for the cost of repairing any damage caused by the Occupant or the Occupant's guests.

The Occupant shall report any leak, pest, damage or other problem in the Space to the Operator promptly.

The Operator may enter the Space:

- In an emergency, or to prevent damage to the Space, the Facility or other property To make repairs or perform maintenance
- To inspect for compliance with this Agreement, on reasonable notice
- When required or permitted by law, including to enforce the lien
- Under order of a court or at the lawful request of a government authority

Where entry does not have to be immediate, the Operator will give the Occupant reasonable notice. The Operator may cut the Occupant's lock to enter, and will replace it or secure the Space afterward.

13. Termination and move-out

The Occupant may terminate this Agreement by giving the Operator at least Ten (10) days' written notice before the end of a rental month, removing all Personal Property, removing the Occupant's lock, and leaving the Space clean and empty.

The Operator may terminate this Agreement by giving the Occupant at least Ten (10) days' written notice, or immediately if the Occupant is in Default or is using the Space in violation of Section 4.

Rent is not prorated or refunded for a partial month on move-out unless the Operator agrees in writing.

The Space is not considered vacated until all Personal Property has been removed, the Occupant's lock has been removed, and the Space is clean. If the Occupant leaves property behind after the Space is vacated, the Operator may remove and dispose of it and charge the Occupant the cost, subject to the Act and to any other property rights involved.

14. Indemnity and limitation of liability

The Occupant shall indemnify and hold the Operator harmless from any claim, loss, damage, fine or expense, including reasonable attorney fees, arising out of the Occupant's use of the Space or the Facility, the Personal Property stored there, or any breach of this Agreement by the Occupant or the Occupant's guests.

The Operator is not liable for indirect, incidental, consequential, special or punitive damages, or for lost profits, business interruption or loss of use, under any circumstances.

The Operator's total liability for any claim is limited to the Value Limit stated in Section 7.

If either party brings an action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorney fees and costs.

15. General provisions

Governing law. This Agreement is governed by the laws of the State of Kansas, including the Kansas Self-Service Storage Act, K.S.A. 58-814 et seq.

Venue. Any action arising out of this Agreement shall be brought in the district court of Butler County, Kansas.

Entire agreement. This Agreement, together with Schedule A and the posted Facility rules, is the entire agreement between the parties and replaces any prior agreement or understanding about the Space, including any agreement with a prior owner of the Facility.

Amendment. The Operator may change the rent, fees, access hours and Facility rules on 30 days' written notice. No other change to this Agreement is effective unless it is in writing and signed by both parties.

Severability. If any provision of this Agreement is held unenforceable, the rest remains in effect.

No waiver. The Operator's acceptance of a late or partial payment, or failure to enforce any provision, is not a waiver of the Operator's rights.

Electronic records and signatures. The Occupant agrees that this Agreement and all notices under it may be delivered, signed and stored electronically, and that an electronic signature has the same effect as a handwritten one.

Military service. Federal law, including the Servicemembers Civil Relief Act, gives additional protections to occupants in active military service. The Occupant shall tell the Operator in writing if the Occupant is or becomes a servicemember on active duty.

16. Acknowledgment and signatures

THE OCCUPANT HAS READ THIS AGREEMENT, INCLUDING THE NOTICE OF LIEN IN SECTION 9 AND THE LIMITATION ON THE VALUE OF STORED PROPERTY IN SECTION 7, AND AGREES TO ALL OF ITS TERMS.

THIS RENTAL AGREEMENT IS EFFECTIVE AND BINDING ON THE OCCUPANT WHETHER OR NOT THE OCCUPANT SIGNS AND DELIVERS IT TO THE OPERATOR. BY TAKING POSSESSION OF OR STORING PROPERTY IN THE SPACE, THE OCCUPANT ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.

Occupant	Operator
Signature:	Silknitter Storage
Printed name:	By: Zach Dinicola
Date:	Title: Owner
	Date:

Schedule A — Occupant and space details

Complete one Schedule A for each Space rented. Schedule A is part of the Agreement.

Occupant

Field	Entry
Full legal name	
Mailing address (Last-Known Address)	
City, state, ZIP	
Email address	
Telephone	
Driver's license or state ID number	
Date of birth	
Is the Occupant on active military duty?	Yes / No

Space and rent

Field	Entry
Unit number	
Approximate size	5x10 10x10 10x20 Circle one
Start date	
Monthly rent	\$ 50 \$80 \$120
Prorated first payment	\$
Value Limit (Section 7)	\$

Additional authorized persons

Name	Relationship	Telephone

Alternative contact

Complete the designation in Section 12. If none is designated, write "None."

Field	Entry
Name	
Mailing address	
Email	
Telephone	