



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
STORAGE UNIT RENTAL AGREEMENT (PAGE 1)

St. Joe State Park
 2800 Pimville Road, Park Hills, MO 63601
 573-431-1069
 st.joe.state.park@dnr.mo.gov

This agreement made and entered into this:	DAY	MONTH	YEAR
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between the Missouri Department of Natural Resources/Division of State Parks (hereinafter referred to as "Operator") and the undersigned property owner, (hereinafter referred to as "Occupant"). This Agreement shall govern the conduct of the Occupant pertaining to the storage unit.

NAME		EMAIL	
ADDRESS			COUNTY
CITY		STATE	ZIP
PHONE (HOME)	PHONE (WORK)	PHONE (CELL)	
DRIVER'S LICENSE NUMBER			DATE OF BIRTH
UNIT NUMBER		ACCESS CODE	

***** OCCUPANT MUST NOTIFY THIS OFFICE IN WRITING OF CHANGE IN ADDRESS OR PHONE *****

LOCAL CONTACT (RELATIVE/FRIEND)	
RELATIONSHIP TO YOU	PHONE

LIEN-HOLDERS

Prior to OCCUPANT placing any personal property which has a valid lien against such property into the leased space, OCCUPANT must provide OPERATOR the name and address of any lien holders with an interest in the personal property:

NAME		PHONE	
ADDRESS			COUNTY
CITY		STATE	ZIP
DESCRIPTION OF PROPERTY			
VIN NUMBER		LICENSE PLATE NUMBER	

NAME		PHONE	
ADDRESS			COUNTY
CITY		STATE	ZIP
DESCRIPTION OF PROPERTY			
VIN NUMBER		LICENSE PLATE NUMBER	

OCCUPANT agrees that this information will be kept current.

Initial in Box if there are no liens against the personal property stored or to be stored in or on the storage space	
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1. RENT

The rental fee for the above described storage unit is \$40/month or \$400.00/year for each unit. (Three month minimum) **RATES ARE SUBJECT TO CHANGE.** Payment must be made to the park office before entering the storage area and is due from OCCUPANT on the **FIRST of each month** regardless of your move in date. **NO CHECKS ACCEPTED.** Payment may be in the form of cash, money order, or credit card. Once a payment is made, there will be no full or partial refund of that payment. **OPERATOR will not send statements.** Please mail or bring payment to the park office. **(Make sure payment is identified with your name and Unit #).**



2. SECURITY DEPOSIT

OCCUPANT agrees to pay a security deposit in the amount of \$50.00 which will be returned when: OCCUPANT removes personal property from storage unit, **A TEN (10) DAY WRITTEN NOTICE IS PROVIDED PRIOR TO VACATING THE PREMISES**, rent & fees have been paid in full, and the storage unit is left clean and there are no damages. **(Security deposit is NOT the last month's rent.) Any refund will be placed on a Missouri State Parks Gift Card if originally paid for by cash or check.**

3. NOTICE

If Occupant wishes to extend this Agreement, Occupant must notify the Operator in writing **TEN (10) DAYS** before the expiration date listed hereinafter and provide payment at the time of request. **OCCUPANT agrees to give a ten (10) day written notice** to Operator before vacating the property, and agrees to leave unit emptied, broom cleaned, in good condition, and ready to re-rent. **Failure to do so will result in a forfeit of the security deposit.**

4. FEES

A Late Charge of \$20.00 will be assessed to the Occupant if payment is more than 10 days past the expiration date listed hereinafter.

5. ABANDONMENT

If full payment is not received 60 days after the expiration date listed hereinafter the stored property will be considered abandoned and will be subject to removal. If the property is a vehicle, watercraft, or trailer and rent and other charges remain unpaid for 60 days, the Operator may treat the vehicle, watercraft, or trailer as an abandoned vehicle and have the vehicle, watercraft, or trailer towed from the self-service storage facility. When the vehicle, watercraft, or trailer is towed from the self-service storage facility, the Operator shall not be liable for the vehicle, watercraft, or trailer for any damages to the motor vehicle, watercraft, or trailer once the tower takes possession of the property.

6. LIMITATION OF LIABILITY

The purpose for this Agreement is for the use of a storage unit. The use of such facilities and premises is at the sole risk of the Occupant. It is expressly understood and agreed by the Occupant that the Operator's liability under this Agreement shall be limited to breach of its contractual obligation to provide storage space and nothing more. The Operator shall not be liable to Occupant for loss, damage, or injury to persons (including death) or to property, including its contents, gear or equipment.

7. ACCEPTABLE PROPERTY

The Occupant may store only personal property which shall be limited to major recreational equipment used for recreational purposes. Major recreational equipment, as defined for purposes of this agreement, includes any recreational vehicle or equipment, other than commercial vehicles or equipment, used or designed to be used for camping, travel, or hauling purposes, including, but not limited to, a motor home, camping trailer, travel trailer, tent trailer, boat trailer, boat, ATV, dirt bike motorcycle, camper body for mounting on a truck, or a container or trailer for storing or transporting camping, travel, recreational, or other equipment, whether occupied by such equipment or not. **OCCUPANT shall not keep or have in or on the leased premises any article or thing which might be deemed "hazardous" or "illegal."** This shall specifically prohibit explosives, combustible materials, chemicals, odorous or other inherently dangerous materials, unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity. All propane tanks must be turned off prior to storage.

8. INDEMNITY

Occupant agrees to hold harmless and indemnify the Operator, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of this Agreement. This section does not require Occupant to be responsible for or defend against claims or damages arising solely from errors or omissions of the Operator, its officers, agents or employees.

9. UNIT MAINTENANCE

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.

10. ALTERATIONS

Occupant shall not make any alterations, install any fixtures, paint, mark, cut, drill or drive nails or screws into, or in any way deface or alter any part of the premises.

11. SIZE

The storage unit is clearly marked. All property belonging to Occupant shall be confined to within the borders of the Occupant's unit. All supplies, materials, accessories and other items must be stored within the rented unit. Loose supplies, materials, accessories and other items are prohibited and are subject to removal by the Operator at the sole expense of the Occupant.

12. LOCKS

The Occupant shall provide a lock at their own expense. The Occupant agrees to place only one lock on the door when the unit is rented. Occupant will keep this space locked at all times until the Occupant removes the lock to vacate the premises.

13. INSPECTION OF PREMISES

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.

14. SUBLEASING

Subleasing of storage units and transfer of property from one unit to another is strictly prohibited.

15. REPAIRS AND MAINTENANCE

Repairs and maintenance to Occupant property is not allowed in the storage area.

16. OCCUPANCY

Overnight occupancy of the storage lot is prohibited. Occupants who store off-road vehicles in the storage lot will be the only party allowed to ride these vehicles from the storage area to the off-road vehicle riding area during posted riding hours only. All off-road vehicle rules and regulations apply.



17. PROPERTY LIENS

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 personal property. If Occupant is in default for a period of more than sixty days, the Operator may enforce this lien and take possession of stored personal property. **OPERATOR AT THEIR OPTION MAY:**

- A. 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.**
- B. Proceed to sell any or all of the stored goods to satisfy arrears at a public or a private sale.
- C. Institute legal action for collection of past due rent, damage cost, reasonable attorney fees, court costs, and any other costs incurred.

The above remedies are not exclusive or sole remedies. Operators 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 this 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.

Missouri Law to Apply: This storage Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Missouri in Section 415.415, RSMo. The Missouri Self-Storage Facilities Act grants to OPERATOR a lien on all personal property stored within each OCCUPANT'S leased space for rent, labor and other charges and for expenses reasonably incurred by OPERATOR in the sale of such personal 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.

18. ENTIRE AGREEMENT

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constituted the entire agreement with respect to the subject matter hereof.

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

MONTH RENTAL	YEAR RENTAL	SECURITY DEPOSIT
TOTAL AMOUNT PAID	RECEIPT NUMBER	EXPIRATION DATE
RENTER SIGNATURE		DATE
STATE PARK DESIGNEE SIGNATURE		DATE
Was security deposit returned? <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE OF DEPOSIT RETURN
IF NO, REASON WHY DEPOSIT IS NOT RETURNED		

CONTRACT EXTENSION

MONTH RENTAL	YEAR RENTAL	AMOUNT PAID
RECEIPT NUMBER	EXPIRATION DATE	
RENTER SIGNATURE		DATE
STATE PARK DESIGNEE SIGNATURE		DATE
MONTH RENTAL	YEAR RENTAL	AMOUNT PAID
RECEIPT NUMBER	EXPIRATION DATE	
RENTER SIGNATURE		DATE
STATE PARK DESIGNEE SIGNATURE		DATE
Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable? <input type="checkbox"/> YES <input type="checkbox"/> NO		