

Monthly Rental Agreement

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between Joe and Tammy Rosenberg, otherwise known as J, K & L Storage, hereinafter Lessor, and _____ hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: Unit _____ located at JKL Storage for a tenancy from month to month commencing on the ____ of ____ a monthly rental of _____ dollars (\$____) payable monthly in advance on the 1st day of each and every month, payable monthly in advance on the 1st day of month or for 6 months twice a year at the semi-annual rate of \$_____ on the following **TERMS AND CONDITIONS:**

1. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier’s check, OR one money order made out to J, K, & L Storage.

2. Delivery of Payment. Rent will be paid:

in person, at	613 N Broadway, Larned, KS 67550
by mail, to	310 E. 3 rd Ave., St. John, KS 67576

3. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of twenty-five Dollars (\$25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee’s check is returned, Lessee must thereafter secure a cashier’s check or money order for payment of rent.

4. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of ten Dollars (\$10.00).

5. Prorated First Month. For the period from Lessee’s move-in date, 1st through the end of the month, Lessee will pay to Lessor a prorated monthly rent is This amount will be paid on or before the date the Lessee moves in.

6. Use of Premises. Lessee shall not use the demised premises for any purpose except the storage of merchandise or other personal property belonging to the Lessee without the specific approval of the Lessor. The Lessee shall use the demised premises for inside storage of such merchandise and personal property only and shall not store any other such merchandise or other personal property outside of the said building. The Lessee shall not assign this lease or underlet the demised premises or any part thereof, or occupy or permit or suffer the same to be occupied for the storage of any merchandise or other personal property deemed extra-hazardous on account of fire. The term “extra-hazardous” shall be deemed to include but not limited to merchandise or personal property which is inflammable, combustible, explosive, dangerous, perilous, or harmful to the demised premises and any surrounding property.

7. Care of Premises. Lessee shall take good care of the demised premises and its fixtures and shall suffer no waste and shall not permit nor suffer the demised premises to be used, nor shall Lessee use the same, in any manner which would constitute either public or private nuisance. Lessee shall, at his own expense and cost, keep the demised premises in good repair during the term of the lease and at the end or other expiration or termination of the term of this lease, shall deliver up the demised premises to the Lessor in good order and condition, ordinary wear and tear is expected.

8. Renewal. It is agreed and understood that unless the Lessor and Lessee shall negotiate and execute a written extension or renewal of this lease at least fifteen (15) days prior to the termination date hereof, then upon the termination of this lease, Lessee shall immediately vacate the leased premises and upon Lessee’s failure to do so and in the absence of any written agreement by the Lessor and Lessee to the contrary, Lessor shall have all the rights and remedies afforded to it as heretofore set forth in what is designated as in item nine (9) hereof. In addition thereto and without Lessor in any way being deemed to have waived any of its aforesaid rights and remedies, Lessee shall be liable to Lessor for rental of 1.66 per day for each day that Lessee occupies the leased premises after the termination date of this lease.

9. Default. If Lessee shall fail to pay rent when due, or perform any term hereof, after not less

than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

10. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

11. Repairs or Alterations. Lessee in case of fire or any other type of casualty resulting in damage to the demised premises, shall give immediate notice to Lessor of such occurrence. The Lessor shall then have the option of either repairing the resulting damage or terminate the Lease as aforesaid within one (1) week of its having been notified by Lessee of the fire or casualty. If Lessor decides to repair the leased premises, it shall do so as expeditiously as possible after having notified Lessee of its decision to do so and if in the sole opinion of Lessor, the demised premises have been rendered untenable by the fire or other casualty, then Lessee's obligation to pay rent shall be abated during the period of the repair and restoration of the demised premises; provided always however, that Lessee shall be liable for damage to the demised premises caused by fire or other casualty or event due to Lessee's willful or negligent act and in such event Lessee's obligation to pay rent shall not be abated during the period of repair and restoration of the demised premises.

12. Improvements. All alterations, additions and improvements put in, whether at the expense of Lessor or Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the demised premises as a part thereof at the end of other expiration of termination of this lease. Lessee agrees to accept possession of the demised premises in their present condition and agrees that no improvement or alterations shall be made by Lessee in or to the hereby demised premises without the consent of Lessor in writing.

13. Liability. Lessor shall not be liable to Lessee or to Lessee's employees, patrons, visitors, or licensees for any damage to persons or property caused by the act of negligence of any other tenant of the building or buildings of which the demised premises are a part, or due to the demised premises being or becoming out of repair, nor for any damages from the want of repair of any part of the building of which the demised premises are a part. Lessee accepts the demised premises as suitable for the purposes for which the same are leased and accepts the demised premises and each and every appurtenance thereof and waives patent defects therein and agrees to hold the Lessor harmless for all claims for any such damage.

14. Signs. Lessee shall not place any signs at or on or about the leased premises except as and where first approved by Lessor. Lessor shall have the right to remove any such sign or signs in order to paint the leased premises or the building of which the leased premises are a part or to make any other repairs or alterations which Lessor shall elect to make.

15. Bankruptcy. In the event Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of Lessee's creditors, or in the event a receiver of Lessee shall be appointed, then at the option of Lessor, this lease shall immediately cease and come to an end.

16. Insurance and Care of Personal Property. Lessor may carry insurance on the building. Lessee is responsible for securing and paying for any insurance coverage on his property that he desires. Lessee agrees to accept the responsibility of placing woodstrips under cardboard boxes. Furniture, and other items that could be damaged by dampness; and also to place Decon tablets (or similar) for protection against rodents.

17. Security. The security deposit in the amount of _____ dollars (\$____.00), shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

18. Deposit Refunds. The balance of all deposits shall be refunded within two (2) weeks (21 days in California and Wisconsin) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

19. Termination. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

20. Attorney's Fees. The prevailing party in an action brought for the recovery of rent or other

moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

21. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

22. Additional Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

Lessee:		Date:	
Lessor:	Tammara Rosenberg	Date:	

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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Deposit Received _____ First Payment Received _____
Date of Moved Out _____ Refund _____
