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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Placeholders remain for the letter date, delivery method, firm address and contact details, Gatepost's ZIP code, claim number, insurer, demand amount and response deadline.
- The $24,390.00 total was added from the estimate and appraisal ($9,090.00 + $15,300.00). It matches the January 15, 2026 claim letter, but please check it. The table and chairs figures are repair estimates, the sofa figure is a replacement value, and the rug figures are losses in value.
- The $399.00 excess valuation refund covers 7 payments through January 1, 2026 only. Please confirm whether later payments were made. Also confirm whether the refund is demanded in addition to the damages or as an alternative, since the letter relies on the $38,000.00 declared value.
- The $450.00 appraisal fee is included because it was in the January 15, 2026 claim letter. The firm notes do not mention it, so please confirm it belongs in the demand.
- The storage terms are described as "back of receipt, page 2," but the file has one page. Only the quoted paragraphs 4, 9 and 11 were seen, and the term "per lot" and the number of lots were not checked.
- The photos (log says "pages 3 to 6") are not in the file. The letter relies on the photo log text only. The log says the 6 by 9 rug is stained across "about half" of it, while the appraisal says "mildew damage throughout."
- Ross Wendell is "Operations Manager" in the documents but "claims manager" in the firm notes. Please confirm the title for the address block.
- The intake inventory is an excerpt. The claim letter places the damaged goods in vaults 2-114 and 2-115, and the receipt lists those two vaults.
- Two Missouri items are marked [VERIFY]: the bailee's duty of care and burden of proof, and the enforcement of liability limits.

Danforth Ilse LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Ross Wendell, Claims Manager
Gatepost Storage & Moving Inc.
6020 Fairgrounds Parkway
Linden Bluff, Missouri [ADD: ZIP]

Re: Demand for compensation for water damage to stored goods. Our client: Elaine Tobbins. Warehouse Receipt No. GS-20718. Claim No. [ADD: claim number]. Date of loss: December 13-14, 2025

Dear Mr. Wendell:

Introduction

We represent Elaine Tobbins about household furnishings she left in the care of Gatepost Storage & Moving Inc. ("Gatepost") on June 23, 2025 [warehouse_receipt_and_terms.pdf p.1]. Several of those items were damaged by water that entered Gatepost's vault room 2 on the night of December 13 to December 14, 2025 [incident_report_and_photos.pdf p.1]. This letter sets out the basis of Ms. Tobbins's claim and demands payment. Please direct all further communication about this matter to our office.

The bailment

Gatepost received Ms. Tobbins's goods on June 23, 2025 under Warehouse Receipt No. GS-20718. The receipt lists 46 pieces "received in good condition except as noted," stored in the Building 2 climate-controlled vault room, vaults 2-114 and 2-115, at $310.00 per month for the two vaults [warehouse_receipt_and_terms.pdf p.1].

The intake inventory records the following items as having no damage at the time of intake [warehouse_receipt_and_terms.pdf p.1]:

- Item 3: walnut dining table, 8 ft
- Item 4: six walnut dining chairs, upholstered seats
- Item 12: hand-knotted wool rug, 9 ft by 12 ft, rolled and wrapped
- Item 13: hand-knotted wool rug, 6 ft by 9 ft, rolled and wrapped
- Item 31: upholstered linen sofa, wrapped

Paragraph 4 of the storage terms provides: "Warehouse will store the goods in a clean, dry, climate-controlled building and use reasonable care to protect them." [warehouse_receipt_and_terms.pdf p.1]

Paragraph 9 of the storage terms provides: "Warehouse's liability for loss or damage to goods is limited to $5,000.00 per lot unless the Depositor declares a higher value in writing at the time of deposit and pays the excess valuation charge stated on the face of this receipt." [warehouse_receipt_and_terms.pdf p.1]

The face of the receipt states that the depositor declares a total value of $38,000.00 and that the excess valuation charge is $57.00 per month. It bears Ms. Tobbins's initials ("E.T.") and is

marked "Accepted for warehouse: Ross Wendell, Operations Manager" [warehouse_receipt_and_terms.pdf p.1]. According to the receipt's payment history, storage and excess valuation charges of $367.00 per month were paid by card on the 1st of each month from July 1, 2025 through January 1, 2026 (7 payments), and the excess valuation charges paid to date are $399.00 [warehouse_receipt_and_terms.pdf p.1].

Paragraph 11 provides: "Claims for loss or damage must be made in writing to Warehouse. Warehouse will acknowledge each claim in writing." [warehouse_receipt_and_terms.pdf p.1]

The loss

Gatepost's own Internal Incident Report No. IR-25-044, dated December 15, 2025 and prepared by you, records the following [incident_report_and_photos.pdf p.1]:

- On October 2, 2025, Work Order WO-3381 was issued: "roof drain over Bldg 2 vault room, slow drainage, schedule cleaning." Its status on December 15, 2025 was open.
- On November 20, 2025, the dehumidifier alarm for vault room 2 was reported as faulty and was waiting for repair.
- During a heavy rain on the night of December 13 to December 14, 2025, water entered vault room 2 through the roof above vaults 2-112 to 2-116. Night staff found standing water on the morning of December 14, 2025.
- A roof drain above vault room 2 was found clogged with leaves.
- Vaults 2-114 and 2-115, where Ms. Tobbins's goods were stored, were among the vaults affected.
- Gatepost notified Ms. Tobbins by phone on December 15, 2025.

Ms. Tobbins photographed her goods at the warehouse on December 17, 2025. The photo log records the following [incident_report_and_photos.pdf p.1]:

- Walnut dining table: top warped and finish clouded where water pooled.
- Dining chairs: seat fabric stained and legs swollen at the base.
- 9 by 12 wool rug: dark water stain and dye bleeding along one edge.
- 6 by 9 wool rug: mildew odor and staining across about half the rug.
- Linen sofa: water line on the skirt and cushions.
- Ceiling above vault 2-115: stain and drip marks.

In its letter of February 4, 2026, Gatepost described the December 14 rain as "an unusual weather event outside our control" [appraisal_and_claim_letters.pdf p.1]. Gatepost's report, however, describes the event as a heavy rain and records a roof drain work order that was still open, a drain found clogged, and a faulty dehumidifier alarm awaiting repair [incident_report_and_photos.pdf p.1].

Damages

Ms. Tobbins obtained a restoration estimate from Meridian Fine Furniture Restoration (Estimate No. 5521, January 8, 2026) and a rug appraisal from Corbett Rug Appraisal Services (January 12, 2026) [appraisal_and_claim_letters.pdf p.1].

Item	Description	Value or repair cost	Source
Walnut dining table (Item 3)	Refinish top, repair warping where possible	$2,850.00	[appraisal_and_claim_letters.pdf p.1]
Six walnut dining chairs (Item 4)	Reupholster seats, repair legs	$2,340.00	[appraisal_and_claim_letters.pdf p.1]
Linen sofa (Item 31)	Cannot be cleaned to original condition; replacement value of comparable sofa	$3,900.00	[appraisal_and_claim_letters.pdf p.1]
9 ft by 12 ft hand-knotted wool rug (Item 12)	Pre-loss value $11,500.00; dye bleed permanent; post-loss value $2,000.00; loss in value	$9,500.00	[appraisal_and_claim_letters.pdf p.1]
6 ft by 9 ft hand-knotted wool rug (Item 13)	Pre-loss value $5,800.00; mildew damage throughout; not restorable; loss in value	$5,800.00	[appraisal_and_claim_letters.pdf p.1]

Total of the five items above (as read from the estimate and appraisal): $24,390.00

Ms. Tobbins also claims the following amounts:

Item	Description	Amount	Source
Appraisal fee	Paid by Ms. Tobbins to Corbett Rug Appraisal Services	$450.00	[appraisal_and_claim_letters.pdf p.1]
Excess valuation charges	Paid for the declared value of $38,000.00, July 1, 2025 through January 1, 2026 (7 payments of $57.00); refund requested	$399.00	[warehouse_receipt_and_terms.pdf p.1]

Claim history

- **December 15, 2025:** Gatepost notified Ms. Tobbins of the incident by phone [incident_report_and_photos.pdf p.1].
- **January 15, 2026:** Ms. Tobbins sent a written claim to Gatepost by email and mail under paragraph 11 of the storage terms. It enclosed the restoration estimate ($9,090.00), the rug appraisal ($15,300.00 total loss in value) and her photos, and stated a total claimed of $24,390.00 plus the $450.00 appraisal fee [appraisal_and_claim_letters.pdf p.1].
- **February 4, 2026:** Gatepost acknowledged the claim in writing. Without admitting liability, it offered $5,000.00 in full settlement, which it described as the limit of its liability under paragraph 9 [appraisal_and_claim_letters.pdf p.1].

- **February 6, 2026:** Ms. Tobbins responded by email that she had declared a value of $38,000.00 and paid the excess valuation charge every month, that the $5,000.00 limit does not apply, and that she did not accept the offer [appraisal_and_claim_letters.pdf p.1].

We likewise do not accept the $5,000.00 offer.

Demand

On behalf of Ms. Tobbins, we demand that Gatepost pay [ADD: demand amount] by [ADD: response deadline]. This demand covers the repair, replacement and loss-in-value amounts shown above, the appraisal fee, and the refund of the excess valuation charges.

Gatepost must preserve all evidence related to this loss, including:

- video recordings of Building 2 and vault room 2
- access logs for vault room 2
- incident reports, including Report No. IR-25-044
- Work Order WO-3381 and all records of work on the roof drain over vault room 2
- all records of the dehumidifier alarm for vault room 2
- all communications about the December 13-14, 2025 water intrusion

Please forward this letter to Gatepost's liability insurer and give us the insurer's name and claim contact.

State rules

Gatepost's duties as the custodian of Ms. Tobbins's goods, and her remedies, are governed by Missouri law. [VERIFY: Missouri rule on a bailee's duty of care and who must prove fault when goods are lost] Gatepost relies on the limitation of liability in paragraph 9 of its storage terms. [VERIFY: Missouri rule on enforcing liability limits in storage or bailment contracts] Ms. Tobbins reserves all rights and remedies available to her under Missouri law.

We look forward to your response by the date stated above.

Sincerely,

Gregory P. Danforth
Danforth Ilse LLC

cc: [ADD: insurer name and claim address, if known]