

STORAGE RENTAL AGREEMENT

This rental agreement is made and entered into by and between Sunset Point Storage, hereinafter referred to as Owner, and the undersigned, hereinafter referred to as Tenant.

Please complete items shown in Red.

Tenant Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Cell phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Home phone: \_\_\_\_\_

DL info: \_\_\_\_\_ Entrance Gate Code: \_\_\_\_\_

Make Model Registration Number Length Width Color

RV / Camper / Vehicle Information:

\_\_\_\_\_

Make Model License Plate Number Length Width Color

Owner hereby rents to tenant and tenant hereby takes from owner Storage Unit # \_\_\_\_\_

being of approximate size: 5x10, 10x10, 13 x 40, 14 x 40, 14 x 50, open parking (select one)

at Sunset Point Storage at 17135 Hwy 90, Beaumont, Texas 77713. (All sizes quoted are approximate.)

This is a month to month rental beginning on \_\_\_\_\_.

The monthly rental rate is in the amount of \_\_\_\_\_.

TENANTS STORE GOODS AT THEIR OWN RISK

Please initial each "x"

x\_\_\_\_\_ I understand that Sunset Point storage facility and/or its management and/or its owners:

- 1. Are not responsible for loss or damage to property
- 2. Do not provide insurance for my stored property
- 3. Require that I provide my own insurance coverage or be self-insured
- 4. Is a commercial business renting space and is not a bailor or a warehouseman.

Please initial each "x"

x \_\_\_\_\_ This rental agreement shall automatically be extended for an additional month at the end of each rental period unless the tenant cancels agreement online or at our office.

x \_\_\_\_\_ If the tenant occupies the storage unit on the first of the month, the tenant agrees that he/she has agreed to rent the storage unit for the entire month and a full month's rent shall be due. There is no refund for unused days if you vacate after the first day of the month.

x \_\_\_\_\_ Owner is not obligated to send out billing reminders for monthly rental charges.

x \_\_\_\_\_ Tenant will punctually pay said monthly rental on the 1st day of each month. On the date of expiration of this rental agreement, tenant agrees to return said premises in as good a condition as when received and with the premises being clean and ready for usage.

x \_\_\_\_\_ Monthly rent will be considered late if received after the 5th day of each month. Each day, beginning with the 6th day of the month, a \$5.00 PER DAY late fee will be charged. Gate access will be denied and a lock will be installed by Sunset Point Storage management until rent is received.

x \_\_\_\_\_ Owner has the right to terminate the tenant's use of the premises and require the tenant to remove their property within ten (10) days unless the owner deems the property to be a health or safety risk in which case the owner will consider it an emergency and may exercise their right to remove the property from the facility immediately.

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Tenant Signature

I acknowledge receipt of my executed copy of this rental agreement on

\_\_\_\_\_.

1. The storage space shall be used and occupied only for the purpose of storing tenant's lawful property and for no other purpose specifically. The storage space shall not be used for any illegal purpose or for the storing of any illegal items or property. All property kept, stored or maintained within the premises by tenants shall be tenant's sole risk. Bulk storage (such as food, grain, fertilizer, etc.) is prohibited as to keep storage facility free of pests and rodents. As are, flammable fluids, hazardous wastes, explosives, perishables, live animals, antiques, collectibles, items with sentimental value, and those with no immediately determinable replacement value. There shall be no parties, living in the storage and/or repair work done on the premises. Alcoholic beverages or illegal drugs may not be consumed on the premises. No person under the influence of alcohol or illegal drugs is permitted on the property. **\*\*NO SUBLEASING\*\*** of any kind for the use of the storage unit by any Public Service Company during the said term. Tailgating of any other parties is strictly prohibited. The safety of items stored by the tenants is the responsibility of the tenant. Sunset Point Storage recommends the use of clam shell locks to reduce the risk of cutting locks.

2. Insurance which may be carried by owner against loss or damage to the building or its contents or other improvements situated on the premises shall be for the sole benefit of the parties carrying such insurance under their control. Tenant agrees to indemnify owner and hold owner harmless from any loss expenses and claims arising out of any damage, injuries, or death which he causes or which third parties on the premises with the acknowledge, consent and approval of tenant cause. Owner shall not be liable to tenant for any loss or damage that may be occasioned by or through the act or omission of other tenants on the premises or of any other third person. Owner shall not be responsible or liable to tenant or any their party for losses or damages resulting from theft, water, mold, mildew, extreme temperatures, fire, rain, storms, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, smoke, wind, mischief, vandalism, or any other causes whatsoever.

3. On failure to pay the rent and other charges in advance as aforesaid, owner may declare tenant to be in default and this rental agreement forfeited by giving the written notice of such forfeiture to the e-mail address of tenant and owner or owner's agent shall have the power to enter and hold, occupy, and repossess the entire premises. Notice shall be sent by e-mail and or text message and shall be deemed to be delivered whether actually received or not.

4. In addition to any statutory storage liens allowed by law, owner shall at all times have a valid, contractual lien for all rentals or other sums of money becoming due hereunder from tenant upon all items situated on the premises and upon the default by tenant. Owner may enter said premise and take possession of any and all items situated on the premises without liability for trespass or conversion and sell the same with ten (10) days from possession without notice, at public or private sale at which owner or its assignees may purchase.

5. In the event that legal action is necessary in order to enforce any provision of this rental agreement, then tenant agrees to pay reasonable collection fees and/or attorney fees to the attorney selected by owner.

6. Owner has the right to deny gate access and add a lock onto unit until said rent is paid. If rental account is brought current the owner shall give gate access and remove lock. Tenant agrees to pay a minimum of \$50.00 or the actual cost if greater than \$50.00 for the removal of abandoned items from rented unit. An administrative charge of \$50.00 applies if the property in the unit must be sold to satisfy the lien of the tenant in default.

7. The owner will inspect the unit to insure that there are no damages and the unit has been properly cleaned. If any damages or uncleanliness is accessed there will be a minimum of \$25 fine.

8. The monthly rental rate and late charge are each subject to increase in the first (1st) day of each month. Tenant shall be given thirty (30) days written notice of any such increase and this lease shall be deemed to be altered if the tenant continues his occupancy beyond the effective date of the increases. Notices shall be deemed given when owner notifies Tenants by email address given on lease. A new lease does not have to be executed for new increase.

9. Tenants shall notify owner of any changes in payment method, mailing address, e-mail address or

phone number within twenty (10) days of such change.

10. Owner will have the right in the event of an emergency to enter the premises using whatever reasonable force is necessary.

11. This contract is binding and can only be altered in writing with signatures of both the Tenant and Owner. No oral contracts are accepted.

12. Any rights granted herein to Owner may be exercised by Owner's Rental Agent or other representative or agent.

13. The covenants fore in contained shall extend to and binding upon the parties hereto, their heirs, executors, administratadministrators, and assigns.

14. This agreement shall be governed by laws of the State of Texas.

Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_