Self-Storage for Less

128 E. Alabama St. Wharton Texas

(979) 282-5871

www.selfstorageforless.com

selfstorageforless@gmail.com

Rental Application / Agreement

Tenant:	Unit # Size
Contact Person:	Rent \$ Deposit \$
Address:	Hm Ph:
Mailing address:	Cell Ph:
Email:	Cell Ph:
Email:	

Number of months needed: _____ (estimate)

Communication:

Self-Storage for Less is operated remotely. We do not have an office on-site and do the majority of our communication by phone, text and email. This includes but is not limited to the Application/Agreement, invoicing, late, final or termination notices.

______ Initials: Tenant accepts our methods of operation and authorizes Self-Storage for Less to communicate electronically; phone, text and email

Terms:

- All units are rented on a month-to-month basis. The start date is the effective Lessor-signed date of the Agreement at the bottom.
- All units are subject to fluctuations in temperature and humidity; units are not climate controlled.
- Tenant must provide their own lock during occupancy and then re-lock unit with the Company lock after clean-out / moveout. Tenant may lock the Lessor latch and lock but should use their own lock on the primary latch for added security.
- Tenant must provide their own contents insurance (see section on Tenant Responsibility). Self-Storage for Less does not provide any insurance, guarantee or security for Tenant's contents.
- Tenant may not assign this agreement or sublet the unit or give any other person the right to use the unit without prior written consent of Lessor.

Deposit:

The deposit is held as security for damage Lessor incurs as a result of Tenant's breach of this agreement, Tenant's failure to clean or repair the unit. In the event that the security deposit is insufficient to cover such damages incurred by Lessor, Tenant shall be liable for any excess. Tenant shall further be responsible for any legal expenses incurred by Lessor for the collection of such monies due. Tenant may not apply the security deposit as rent.

Deposits are refundable if Tenant fulfills and abides by stipulations of this Agreement and the following

- All Rents due are paid on-time and in-full
- Tenant notice of move-out or cancellation is no less than 10 days prior to move-out
- Tenant leaves the unit empty, swept cleaned and locked with the Company owned locked
- Tenant notifies Lessor, on move-out, when the unit is empty, cleaned and locked
- Unit has no new damage excepting normal wear and tear

Note: It may take up to 30 days to verify the condition of the unit and to process the refund. Tenant may speed up the process by texting photos that clearly show the unit cleaned and then locked with our lock. Deposits do not earn interest.

Rent is the amount due monthly plus any other fees added. Added items bear equal weight to the rent itself and become due the same as rent. Any unpaid portions are subject to fees the same as unpaid rent.

Payments:

Monthly rent is payable to "Self-Storage for Less" using one of the following methods:

- The First State Bank 505 E Boling Hwy Wharton, TX 77488 (Cash, Check, Money order or No-Fee Credit Card advance to pay cash)
- P.O. Box 2058 Kyle, TX 78640 (Check, Cashier's check, Money Order, DO NOT MAIL CASH)
- PayPal payments to <u>selfstorageforless@gmail.com</u>
- Credit Card payments can be made at <u>www.Paypal.com</u>, made to <u>selfstorageforless@gmail.com</u> (does not require a PayPal account)

All Rent is payable in advance and due on the effective day of this Agreement whether or not Tenant has received an invoice. Payments not made by the due date are considered late and may be subject to fees, lock-out and termination at the discretion of the Lessor.

Use of Unit:

Tenant shall use the unit only for the storage of Tenant's personal property, however said property shall not consist of any flammable or hazardous material of any nature, or any material in violation of any law or zoning, fire or governmental rules or regulations. No motorized vehicles may be stored at this facility. Items that leak or give off gaseous fumes are not allowed at this facility. The unit shall not contain food or beverage or anything edible that may attract animals, rodents, insects, etc. The unit shall not be used for human or animal occupancy, to conduct a business, for cooking, sleeping or the consumption of alcoholic beverages, for car repairs or any dangerous activity, or in any way that is a nuisance to the Lessor or other Tenants.

Tenant Responsibility:

- 1. Tenant is solely responsible for the contents of their unit and assume all risk with regard to the safety and security of said contents
- 2. Tenant is responsible for securing the unit; it must be kept locked when not being accessed. Tenant must provide their own lock
- 3. Tenant must not make any alterations, modification or use the unit in any manner other than storage. No items may be hung from the ceiling, leaned against the walls or any other methods which would place any stress on or cause any harm to the building. Tenant shall be responsible for any damages caused to the premises as a result of Tenant's occupancy or acts.
- 4. Tenant should package, wrap, bag or box the unit contents appropriately to protect for fluctuations in temperature and humidity.

Fees:

- Late Charge; Accounts are considered late if not paid by the due date. A late fee consisting of <u>%10</u> of the balance due will be added if not paid within <u>10</u> days after the due date
- Returned Payment Fee <u>\$ 30</u>
- Returned Mail Fee <u>\$6</u> ("returned mail" includes no response to phone, text or email communication)
- Lock-out fee <u>\$ 20</u>

Default:

- 1. Non-payment on the 10th day after due date
- 2. Abandonment of premises by Tenant
- 3. Failure to comply with any of the terms and conditions of this agreement including no-reply to electronic communication
- Upon default, Lessor may cancel this agreement immediately upon notice to the Tenant
- Lessor has a lien upon all personal property stored in the unit for occupancy fees or other charges, present or future
- Tenant authorizes Lessor to remove the contents stored by Tenant in the Unit, or place another lock on the Unit
- If Lessor must resort to litigation to recover rent, damages or occupancy, Tenant shall pay Lessor's reasonable attorney's fees and court costs.

Inspection of Premises:

Lessor may enter the unit at all reasonable times, upon reasonable notice to Tenant except in the event of an emergency, for the purpose of making necessary repairs, inspection of the premises, showing of the unit to a prospective Tenant, purchase or mortgagee. Tenant shall make the unit available for entry upon such notice, or failing cooperation of Tenant, Lessor may cause any lock to be removed at Tenant's expense and enter the unit without liability to Owner.

Lien, Seizure and Sale:

Lessor has a lien on all property in the self-storage unit for the payment of charges that are due and unpaid by the Tenant.

<u>Under Chapter 59 of the Texas Property Code, Lessor may enforce a lien by seizing and selling the property to which the lien is attached and in accordance with said Code.</u>

TENANT RELEASES LESSOR FROM LIABILITY FOR ALL LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANTS' SPACE REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS OF CAUSE OF LOSS, NEGLIGENCE OF LESSOR, THEFT BY OTHERS, OR ANY OTHER CAUSE.

Indemnification: Tenant agrees to indemnify and hold Lessor harmless from any other person for any loss, claim or expense resulting from the acts or omissions of any other Tenant or person.

Note: Do not make the initial payment until Lessor notifies you that the Application is effective. Refunds may take up to 30 days to process.

Tenant or authorized agent Signature:	<mark>Date</mark> :
Printed name of Signer:	
Lessor Signature:	Effective Date:
Everett or Sharon Wilkinson	
*Agreement is not offective or valid until Application is complete	payment with the denseit verified signed and dated by

*Agreement is not effective or valid until Application is complete, payment with the deposit verified, signed and dated by Lessor