

Affordable Mini Storages – ALICE - SELF STORAGE RENTAL AGREEMENT

Mail all Payments to: Affordable Mini Storage – 3355 Jim Brite Road – Pleasanton, Texas 78064 (361) 453-1150

Customer Name: _____

Address: _____

Cell Phone: _____

Work Phone: _____

Driver's License #: _____

Email: _____

X _____ (initials) Affordable Mini Storages acknowledges that your Email address is highly confidential. This highly confidential information will be treated with the utmost respect. We do not provide, supply, sell or otherwise distribute your personal information, including email address, to any third party. **CUSTOMER ACKNOWLEDGES EXCAPT AS OTHERWISE PROVIDED BY LAW, NOTICE MAY BE PROVIDED TO CUSTOMER VIA EMAIL IF CUSTOMER ELECTS TO PROVIDE AN EMAIL ADDRESS IN ACCORDANCE WITH CHAPTER 59 OF THE TEXAS PROPERTY CODE.**

X _____ (initials) I, _____, have no e-mail address and indemnify Affordable Mini Storages for failure to contact me via e-mail, ***HELP US NEVER LOSE CONTACT WITH YOU IN CASE OF FIRE, FLOOD, BURGLARY OR BREAK-IN.*** Emergency Alternate Contact (Must be completed. Designate a person residing at a permanent address other than your own.)

Alternate Contact:

Name (is a must): _____

Address: _____

Phone: _____

ONLY THE CUSTOMER AND AUTHORIZED ACCESS PERSONS WILL BE ALLOWED TO THE ROOM UNDER THIS AGREEMENT. Affordable Mini Storages MUST BE NOTIFIED IN WRITING OR VIA THE PREMIER CUSTOMER CLUB OF ANY CHANGES OF AUTHORIZED PERSONS, ADDRESS, TELEPHONE, OR LOST OR STOLEN CARDS.

X _____ (initials) I, _____, [] am [] am not in the miliary, reserves, National Guard or State Guard. If I am in the military, the branch I am in is _____.

Credit Card / RECURRING ACH Payment Plan:

I have authorized Affordable Mini Storages to automatically debit my bank account or charge my credit card as applicable and requested every month for all charges associated with my storage room. (Cardholder agrees to notify Affordable Mini Storages of any changes to the banking or credit card information (account number and expiration date).

X AUTHORIZED SIGNATURE: _____

CAUTION:

Failure to pay on due date will result in:

- \$15 late-fee charged. Denied access to your room.
- \$15 pre-lien fee charged 15 days after the due date.
- \$50 lien processing fee. Assessment of a lien and sales of stored goods.

CONTRACT DETAIL:

Monthly Due Date: **1st**

Room Size: _____

Room/s Number: _____

Total due Monthly: \$ _____

LOCKS: \$15.00

CUSTOMER SIGNATURE: _____

DATE: _____

ATTENTION

This is a month-to-month rental of storage space. No rights to any real property are granted or transferred by this agreement. The term of this rental shall commence on the rental agreement date written and shall continue thereafter on a monthly basis. Rent is payable in advance of the rental agreement date specified. Affordable Mini Storages is not a bailee of Customer's property. **Affordable Mini Storages does not accept control, custody or responsibility for the care of property.** Customer shall notify Affordable Mini Storages immediately, in writing, of address or telephone changes. Customers must provide their own **diskus style** lock (only one customer lock per room). Affordable Mini Storages may, but is not required to, lock the space if it is found open. Rent paid in advance is considered prepaid rent and will be refunded upon vacating. There is no refund for unused days if you vacate after the rent due date of the current month. Affordable Mini Storages reserves the right to change storage room rates with 30 days prior written notice to Customer. It is your responsibility to pay on or before the due date. Free self-addressed payment envelopes may be provided for mailing rental payments. Affordable Mini Storages has the right to establish or change hours of operation or to proclaim rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the premises or the preservation of good order at the facility. Customer agrees to follow all of the Affordable Mini Storages rules currently in effect, or that may be put into effect from time to time. Customer's access to the premises may be conditioned in any manner deemed reasonably necessary by Affordable Mini Storages to maintain order on the premises. Such measures may include, but are not limited to, requiring verification of Customer's identity, limiting hours of operation and requiring Customer to sign in and sign out upon entering and leaving the premises. Customer Understands all sizes are approximate.

CAUTION

If rent is not paid on or before the due date, a \$15 late charge is due. An additional \$15 pre-lien fee will be charged if payment is not received 15 days after the due date. An additional \$100 lien processing and inventory fee plus all expenses associated with the sale will also be charged when the rent is 30 days late and AFFORDABLE MINI STORAGES may exercise its remedies hereunder. The Customer shall bear all risks of loss or damage to any and all property stored in the rental space, including, but not limited to, loss or damage resulting from the negligence of Affordable Mini Storages. AFFORDABLE MINI STORAGES IS HEREBY GIVEN A CONTRACTUAL LANDLORD'S LIEN UPON ALL PROPERTY STORED BY THE CUSTOMER TO SECURE PAYMENT OF ALL MONIES DUE UNDER THIS AGREEMENT, INCLUDING ANY FEES, COSTS, AND EXPENSES, including without limitation reasonable attorney's fees. The lien exists and will be enforceable from the date rent or other charges are due and unpaid. The property shall be deemed to be attached from the first day of this agreement. The property stored in the leased space may be sold to satisfy the lien if Customer remains in default for 30 days or more in accordance with Texas law. Written notice or other verified mail method will be sent to the Customer during the default period, either by email if authorized herein or certified mail, return receipt requested at the last known address of Customer. Proceeds from the sale will be distributed first to satisfy all liens, including fees, costs, and expenses. The remainder, if any, will be held for the Customer for two years, then the funds will belong to AFFORDABLE MINI STORAGES. This lien and all rights granted are in addition to any lien or rights granted by the statutes of the state of Texas. In addition to the rents and charges agreed upon and provided for in this rental agreement, Customer shall be liable for all costs, fees and expenses, including attorney's fees, reasonably incurred, incident to default, present or future, for the preservation, storage, inventory, advertisement and sale of the property stored in the rental space, or other disposition, and to enforce the rights provided for under this rental agreement. Affordable Mini Storages shall be entitled to reimbursement of reasonable attorney fees and costs incurred in enforcing its rights under this agreement. Upon default of any obligation under this rental agreement, Customer and all authorized individuals shall be denied access to the property contained in the rental space until such time that the default has been remedied and the total balance owed has been paid in full. Customer shall be permitted to have access to the rental space for the purpose of viewing and verifying the contents of the rental space during the default period. A minimum **\$100 cleaning fee** will be assessed if the space is dirty or in need of repair at contract termination, such determination to be made in the sole discretion of Affordable Mini Storages. Customer can use dumpster only after paying appropriate Dumpster fee. Customers are never to use dumpsters for disposal of hazardous or toxic materials, or wastes (e.g., paints, chemicals, flammables, etc.), off-site refuse or items such as couches, mattresses, etc.

All items of this Agreement are **SUBJECT TO CHANGE** by Affordable Mini Storages upon thirty (30) days written notice to Customer. If Customer does not accept the change, Customer may terminate this Agreement on the effective date of the change. If Customer does not elect to terminate this Agreement, the change shall become effective and apply to this Agreement.

NOTICE TO CUSTOMER AND RELEASE

NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO CUSTOMER BY AFFORDABLE MINI STORAGES OR AFFORDABLE MINI STORAGES'S AGENTS. CUSTOMER HEREBY RELEASES AFFORDABLE MINI STORAGES AND AFFORDABLE MINI STORAGES'S AGENTS 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 CUSTOMER'S SPACE — REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF AFFORDABLE MINI STORAGES OR AFFORDABLE MINI STORAGES'S AGENTS, THEFT BY OTHERS, OR ANYOTHER CAUSE. Customer will self-insure or obtain insurance for all losses and damages.

NO WARRANTIES.

No express or implied warranties are given by Affordable Mini Storages. Affordable Mini Storages disclaims and Customer waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose. Affordable Mini Storages' agents and employees have no authority to make warranties or alter this Agreement. Customer inspected or had the right to inspect the space and the facility before signing this Rental Agreement. Customer accepts same "AS IS," including existing access controls, lighting, construction design or quality, and fences/gates, or lack thereof. Affordable Mini Storages does not promise safety or security of persons or property on the premises, and Affordable Mini Storages has no duty of safety or security of same under any circumstances. Video cameras may be non-operational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Customer is not relying on any oral or written representation, statement, or other assertion or omission made by Affordable Mini Storages or Affordable Mini Storages' agents relating to the space and facility. Instead, Customer is relying on Customer's own inspection and this written Rental Agreement. The facility makes no representations regarding humidity control or safety of contents stored in the unit.

LIEN. Under Chapter 59 of the Texas Property Code, Affordable Mini Storages has a priority contractual and statutory lien on all property in Customer's space to secure payment of all monies due and unpaid by Customer. Lien enforcement procedures are contained in Texas Property Code Chapter 59.

DEFAULT BY CUSTOMER.

Customer will be in "default" if: (1) Customer has failed to pay any sum when due under this Agreement (payment must be received at Affordable Mini Storages' mailing address shown on page 1); or Customer has failed to notify Affordable Mini Storages of a change in Customer's contact information; or (3) Customer has failed to comply with any other provision of the Agreement or any supplemental rules of Affordable Mini Storages.

AFFORDABLE MINI STORAGES'S REMEDIES.

If Customer is in "default," Affordable Mini Storages may exercise one or more of the following remedies at any time, without notice: (1) deny Customer access to the facility and/or overlock Customer's space, until paid in full, and charge an overlocking fee of **\$30.00** (2) terminate Customer's right of possession and/or terminate this Agreement by giving Customer 3 days written notice to vacate; and if Affordable Mini Storages files an eviction lawsuit, Customer will pay Affordable Mini Storages attorneys' fees and court costs for Affordable Mini Storages' time, inconvenience, and overhead for filing the eviction suit; (3) collect charges as appropriate and exercise any other remedy or right allowed by law; and/or (4) enforce Affordable Mini Storages' lien by seizure and sale of all contents of Customer's space by nonjudicial foreclosure under Chapter 59, Texas Property Code.

INDEMNITY AND SUBROGATION.

CUSTOMER WILL INDEMNIFY AND HOLD AFFORDABLE MINI STORAGES HARMLESS FROM ALL CLAIMS, DAMAGES, GOVERNMENT FINES, LAWSUITS, AND LAWSUIT COSTS RELATING TO ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM CUSTOMER'S SPACE, REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, OR NEGLIGENCE OF AFFORDABLE MINI STORAGES OR AFFORDABLE MINI STORAGES' AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW. Customer waives all insurance subrogation rights and releases Affordable Mini Storages from all liability for all claims covered by Customer's insurance. Customer's insurance carrier for property stored in Customer's space or in the facility will not be subrogated to any claim of Customer against Affordable Mini Storages or Affordable Mini Storages' officers, employees, or agents. Affordable Mini Storages' employees and agents are not allowed to do work for Customer; and if they do so at Customer's request, they are not agents of Affordable Mini Storages; and Customer will hold Affordable Mini Storages harmless from any resulting damages. Customer represents that Customer is the sole owner of all items to be stored pursuant to this lease, or is authorized to bind and does bind all persons or entities currently having, or acquiring in the future, any legal or equitable interest in items stored pursuant to this lease. If Customer fails to bind any other party having or acquiring legal or equitable ownership of any item stored pursuant to this lease, Customer agrees to indemnify, defend and hold Affordable Mini Storages harmless from and against such liability. The terms of this paragraph shall survive termination of this lease.

WARNING

Customer shall have access to the rental space only for the purpose of storing and removing property stored in that rental space. The rental space shall not be used for residential purposes or operation of a business. Customer agrees not to store any hazardous materials, hazardous substance, hazardous waste, solid waste, toxic chemicals, illegal goods, explosives, highly flammable materials, perishable foods or any other goods which may cause danger or damage to the rental space. Customer agrees not to store any living creature or organism, or any dead animal or other carcass. Customer agrees that personal property and rental space shall not be used for any unlawful purpose. Customer agrees not to store property with a total value in excess of \$15,000. Customer agrees not to leave waste, not to alter or affix signs on the rental space and agrees to keep the rental space in good condition during the term of the rental agreement. Affordable Mini Storages property, such as furniture pads or storage carts, shall not be placed or locked in the rental space. Customer agrees not to store collectibles, heirlooms, jewelry, works of art or any other item of sentimental value.

LOW COST INSURANCE COVERAGE TERMS AND CONDITIONS:

Insurance coverage is only effective for Customers who have elected Insurance protection on the reverse side of this form and paid the appropriate Insurance fee. Valuation of Loss: Loss is adjusted at actual cash value. There is a \$100 deductible for each loss occurrence and property is covered only while within the Affordable Mini Storages storage room. If a Customer rents more than one room, Insurance must be purchased separately for each room the Customer wishes to protect. Exclusions: There is no protection for: (1) loss or damage to bills, currency, securities, notes, deeds, furs, antiques, jewelry, artwork, precious metals or stones, vehicles or contraband (2) loss resulting from theft, except burglary* evidenced by visible signs of forced entry (3) loss resulting from mysterious disappearance, intentional or criminal acts (4) damage resulting from flood, tidal waters, groundwater or any subsurface water including sewers and drains (5) damage resulting from nuclear explosion or contamination, war or civil insurrection, natural deterioration, insect infestation, wear and tear or atmospheric change Protection Period: Insurance fees must be paid in advance for the same number of months for which you make storage-rent payments. Nonpayment or breach of rental agreement automatically terminates this protection. Protection is underwritten by Repwest Insurance Company. REPORT CLAIMS TO: Repwest Insurance Company P.O. Box 21748 Phoenix, AZ 85036-1748. Phone 1-800-528-7134

GENERAL. There are no verbal representations or agreements. This is the entire agreement and shall survive and shall be binding upon the permitted successors and assigns of the parties. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy an essential purpose of this agreement, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Time is of the essence. This Agreement may be executed in any number of counterparts. If any legal action shall be filed related to this agreement venue shall be in the county of the self storage unit and the prevailing party shall be entitled to recover reasonable attorney's fees. This agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of Texas, without regard to conflicts of law principles.

X CUSTOMER SIGNATURE: _____

DATE: _____



Presented by Ponderosa
INSURANCE AGENCY, LLC

TENANT ACKNOWLEDGEMENT ADDENDUM

SAFESTOR COVERAGE

- ✓ Tornado
- ✓ Smoke
- ✓ Hurricane
- ✓ Leaking Water
- ✓ Earthquake
- ✓ Explosion
- ✓ Wind
- ✓ Fire
- ✓ Hail
- ✓ Burglary
- ✓ Lightning
- ✓ Vermin

* Please see Safestor brochure for exclusions.

This enrollment form contains only a general description of coverage and does not constitute an insurance contract.

The facility will provide you a Certificate of Insurance.

You are responsible to have coverage for your stored items

I understand that this storage facility does not insure my goods and is not responsible for damage or loss to my stored property.

- I confirm that this facility has recommended that I provide proof of insurance coverage or immediately obtain coverage for my stored property.
- I confirm that Safestor Tenant Insurance has been offered.

☐ **Yes, I want to cover my stored items with Safestor Tenant Insurance with the coverage limit selected.**

- I understand that coverage is effective immediately at time of payment.
- I understand that the monthly rate to cover my stored goods is being collected by the facility and forwarded to the insurer as a courtesy.
- I understand that the storage facility is not responsible for paying my monthly premium if I fail to make payments.
- I understand that the facility may retain a portion of the monthly tenant insurance premium payment to cover the administration of the policy.

SELECT ONE	COVERAGE LIMIT	RATE
☐	\$1,000	\$7.95
☐	\$5,000	\$10.95
☐	\$10,000	\$20.95
☐	\$15,000	\$35.95

☐ **No, I decline participation in Safestor Tenant Insurance.**

- I understand that by declining coverage I am completely responsible for any loss or damage to my property including but not limited to: *mold, vermin, water damage, fire/smoke, tornado/hurricane, earthquake, lightning/hail, and burglary.*
- I understand that the storage facility is not responsible for loss or damage to my stored goods and agree to hold this storage facility harmless.
- I understand that if I have a homeowner's or renter's insurance policy it may exclude coverage for my goods stored away from my primary residence or provide only limited coverage for these items.

Insurance Company Name: _____

Type: ☐ Homeowners ☐ Renters ☐ Business Owners ☐ Other _____

Policy #: _____ Deductible: _____

I acknowledge that I have read the above information and have selected the best option for me.

Customer Signature: _____

Print Name: _____

Date: _____ Unit #: _____