

Storage Rental Agreement

Email Completed forms to kwesttx@gmail.com

This rental agreement is entered into between _____ (TENANT) and Kwest RV Storage DBA Easy RV Storage and Service (LESSOR).

- Section 1: Description of Rented Space.** LESSOR rents to TENANT and TENANT rents from LESSOR certain storage space designated as Uncovered Storage OR Covered Storage (Rented Space), located at: 10777 US Hwy 183 S, Austin, TX 78747.
- Section 2: Term of Agreement.** The term of this agreement shall be month to month commencing on _____, 20__.
- Section 3: Monthly Rent.** The TENANT shall pay rental of \$_____ per month. Rental shall be payable in advance on the first day of the month. Penalty of \$15.00 per day will be charged for every day past the 10th of the month for which rent is not received. Upon original entry into storage, If you arrive after the 10th day of the month that month shall be pro-rated at 1/30 (one thirtieth) of the rental per remaining days in the month.
- Section 4: Use of Rental Space.** The rental space is to be only for the storage of (Yr,Make,Model) _____ license plate _____ State of issue _____. TENTANT will restrict use to such purpose and not use the premises for any other purpose without first obtaining the consent in writing of the LESSOR. No onsite construction or renovation projects permitted.
- Section 5: AGENT Has No Liability.** The rental space is rented for use exclusively as a storage yard for property that is to be cared for and controlled by the TENANT. All property of TENANT upon the leased premises shall be the sole responsibility of TENANT. In no event shall LESSOR be liable for any loss or damage to TENANT's property for any reason whatsoever. TENANT acknowledges that LESSOR **specifically disclaims liability to TENANT or TENANT's visitors and companions for any damage to person and/or property** caused by any manner or reason whatsoever including the act or sole or contributory negligence of the LESSOR or any other TENANT of the storage facility. **VEHICLE OWNER agrees to defend, hold harmless and indemnify the LESSOR and any of its officers and employees from and against all claims for injury to property or person. It is the intention of both parties that this indemnity obligation and or assumption of liability shall be without limit and without regard to the cause or causes thereof, including negligence of any party or parties, including whether such negligence be sole, joint, concurrent, active or passive but excluding gross negligence or willful misconduct of a party hereto.**
- Section 6: TENANT's Responsibility.** All property of TENANT upon the leased premises shall be the sole responsibility of TENANT. Risk of damage or physical loss to the property, including, but not limited to being caused by hail, wind, storm, glass breakage, theft, fire or vandalism remains with the OWNER. It is OWNER's responsibility to secure insurance to protect OWNER's above described property.
- Section 7; Removal of Property.** Tennant must submit in writing intent to vacant storage space before 1st day of the month to avoid being charge for an additional month. On termination of this rental agreement TENANT shall remove all of his/her property from the rental space during normal business hours. Removal shall be complete no later than the last day of the month of which rent has been paid. TENANT's failure to remove all of his/her property will result in his automatically becoming obligated for an additional one month's rent.
- Section 8: Contractual Landlord's Lien.** LESSOR is expressly given a lien on all property of the TENANTS stored at the facility for the payment of rents and/or other charges that are due and unpaid by the tenant. LESSOR may seize and sell property subject to lien under the provisions of

Texas rev. civ. Stat. Ann. Art 5238b (Vernon supp 1983-1983) self-service storage facility lien. LESSOR shall deliver to tenant either in person or by certified mail, written notice specifying that the contents of the facility have been seized under the contractual landlord's lien. LESSOR shall **Continue Section 8:** publish two notices advertising the sale of the seized property once each week for two consecutive weeks in a newspaper of general circulation in Austin, Texas. LESSOR shall sell property seized under his contractual landlord's lien by public sale to the highest bidder at the storage facility or at a reasonably nearby public place. The proceeds from any such sale, less any and all expenses incurred under this section (including reasonable attorney's fees), shall be applied as credit against the indebtedness of the TENANT. Any surplus shall be paid to TENANT upon demand and TENANT shall pay any deficiencies forthwith. TENANT may redeem property that has been seized by LESSOR by paying LESSOR the amount necessary to satisfy the lien and LESSOR's reasonable expenses incurred under this section.

9. **Section 9:** Required Documents. TENTANT will provide LESSOR with the following documentation:

- ❖ Copy of Current registration as proof of ownership of any vehicle stored under this contract OR Proof of Insurance for any vehicle stored under this contract.
- ❖ Copy of current driver's license.

10. **Section 10:** Electricity Usage: Only TENANTS paying for electricity are to be connected to electricity. Anyone using electricity without having it assigned to their vehicle by LESSOR will be disconnected without notice. TENANT paying for fulltime electrical service understands and agrees that this service is for trickle charging only. No appliance or large draw electronics are to be run. TENANT also understands LESSOR is not responsible for issues or damages due to electrical failure, surges, or outages. TENANT connecting to electrical service assumes full risk and responsibility.

11. **Space Assignments:** LESSOR may move vehicle to equivalent different space at LESSOR discretion.

TENANT's Name (Printed)

Work #

TENANT's Address

Cell #

TENANT's City, State, Zip

Email Address

Signature of TENANT

4-Digit Gate Code

Secondary Contact: Name: _____ Phone # _____

Credit Card: Visa MC AMEX DISCOVER Number _____

Exp Date: _____ CVV Code _____

Monthly Payment \$ _____ Signature of Card Holder _____