

**LEASE AGREEMENT TERMS & CONDITIONS**

Lessee Name (First, Middle & Last): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Alternate Telephone No.: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_  
 Texas Drivers License No.: \_\_\_\_\_  
 Emergency Contact: \_\_\_\_\_ Emergency Contact No.: \_\_\_\_\_  
 Preference to receive invoices and other correspondence via email? (Lessee must initial) \_\_\_\_\_  
 "Yes" or "No", Email Address: \_\_\_\_\_  
 Commencement Date: The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 Lease Term: MONTHLY  
 Premises Address: \_\_\_\_\_  
 Storage Unit No.: \_\_\_\_\_  
 Approximate Unit Size: \_\_\_\_\_ (square feet)  
 Security Deposit: \$ 25.00\*  
 Base Rent (monthly): \$ \_\_\_\_\_  
 \*Note that deposit is non-refundable at lease termination unless Lessee rents storage unit for 3 months or more.

OFFICE USE ONLY		
	Ck#/Cash	Amt.
Deposit		\$25.00
1st Rent		
Addl Pmt		
	Total Rcvd	

Posted QB by: \_\_\_\_\_

**TERMS:**

"Rent" means base rent plus any other sums of money due Lessor by Lessee.  
 "Lessor" means Lessor and its agent's, employees, invitees, licensees, or visitors.  
 "Lessee" means Lessee and its agents, employees, invitees, licensees, or visitors.

**LEASE CLAUSES AND COVENANTS**

A. Lessee agrees to:

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date. If the term set forth in this lease is a month to month tenancy, Lessee shall give fifteen (15) days written notice to Lessor of intent to terminate; otherwise and additional months rent shall be due and payable.
2. Accept the premises in their present condition "AS IS", the premises being currently suitable for Lessee's intended use.
3. Obey all laws, ordinances, orders and rules and regulations applicable to the use, condition and occupancy of the premises, including the rules and regulations of the building adopted by Lessor.
4. Pay on the 1<sup>st</sup> of each month, the base rent to Lessor at Lessor's address.
5. Pay, as additional rent, all other sums due under this lease.
6. Pay a late charge of five dollars (\$5.00) per day, beginning the tenth day after the due date, for each day the rent remains unpaid.
7. Repair any damage to the premises caused by Lessee.
8. Maintain a functioning lock on the unit. If Lessee requires Lessor to cut the lock on the unit, Lessee agrees to pay a fee of \$25.00 per occurrence.
9. Maintain insurance on Lessee's personal property. Lessee hereby assumes all risk of loss of the contents stored on the premises. Lessor shall not be liable for damage thereto resulting from fire, water damage, theft or any other cause.

10. Indemnify, defend, and hold Lessor harmless from any loss, attorney's fees, expenses or claims arising out of Lessee's use of the premises.
  11. Vacate the premises upon termination of this lease.
  12. Notify Lessor immediately upon any change in military service status.
  13. Authorize Lessor to run a background check using Lessee's personally identifying information, if after five consecutive attempts to contact Lessee have failed, for the purpose of determining if Lessee is deceased, jailed or otherwise unable to uphold the requirements of this lease.
  14. Authorize amendment of this lease upon being provided written notice by Lessor.
- B. Lessee agrees not to:
1. Use the premises for any purpose other than that stated in the basis lease terms and definitions.
  2. (a) Create a nuisance, (b) interfere with Lessor's normal business operations or Lessor's management of the building, or (c) use the premises in any way that is hazardous or would void insurance on the building and/or its contents. In this regard, Lessee expressly agrees to store nothing within such space of a flammable or combustible nature.
  3. Change, alter or otherwise tamper with Lessor's lock system should Lessor exercise his right to change locks due to Lessee's default.
- C. Lessor agrees to:
1. Lease to Lessee the premises for the entire term beginning on the commencement date and ending on the termination date.
  2. Return the security deposit to Lessee (if refundable), less itemized deductions, within 30 days after the termination of this lease.
- D. Lessor agrees not to:
1. Interfere with Lessee's possession of the premises as long as Lessee is not in default or otherwise in violation of this contract.
- E. Lessor and Lessee agree to the following:
1. Abatement – Lessee's covenant to pay rent and Lessor's covenants are independent of each other. Except as otherwise provided, Lessee shall not be entitled to abate rent.
  2. Release of Claims/Subrogation – Lessee releases Lessor from any claim, by subrogation or otherwise, for any damage to personal property within the building, by reason of fire or the elements, regardless of cause, including any negligence of Lessee's of Magnolia Station Mini Storage or Lessor. This release applies only to the extent permitted by law.
  3. Notice to Insurance Companies – Lessee hereby assumes the obligation to notify his/her insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of Lessee's coverage.
  4. Default by Lessee/Events – Defaults by Lessee are: (a) failing to pay timely rent, (b) failing to cure any check that is returned from the bank within 10 days, (c) abandoning or vacating the premises, or (d) failing to comply, within 10 days after written notice is mailed, with any provisions of this lease.
  5. Default by Lessee/Lessor's Remedies – Lessor's remedies for default are:
    - a) Lessor may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the premises, until the default is cured, without being liable for damages; and/or
    - b) Lessor may enter, take possession and relet the premises, and Lessee agrees to reimburse Lessor for expenditures made in order to relet; and/or
    - c) **Lessor may, if rent becomes thirty (30) days past due, become the sole owner of all contents stored within the premises without further recourse to Lessee, thereby terminating this lease; and/or**

- d) **Lessor may, if rent becomes thirty (30) days past due, terminate this lease and sell the contents stored within such space at public auction with the proceeds derived from the sale thereof to be applied firstly to the cost of conducting such sale, including any attorney’s fees incurred, and secondly to the amount of Lessor’s damages for Lessee’s breach of such lease.** The remaining balance, if any, shall be forwarded to Lessee at the mailing address shown on this lease. In the event such proceeds are insufficient to discharge Lessee’s obligation to Lessor, Lessee shall remain personally liable for such obligation as well as for attorney’s fees incurred by Lessor in the collection of same.
- 6. Security Deposit – If Lessee defaults, Lessor may use the security deposit to pay arrears of rent, to repair any damage or injury, or to pay any expense or liability incurred by Lessor as a result of the default. A security deposits is refundable only if a lessee rents a storage unit for three months or longer. If a unit is rented for less than three months, the security deposit is not refundable when a lessee terminates a lease.
- 7. Returned Checks – If a Lessee pays by check and that check is not honored by the bank, Lessee will be considered in default until the amount is cured. Lessor will redeposit the check for a 2<sup>nd</sup> time at no charge to the tenant. However, if a check is returned unpaid after being presented twice to Lessee’s bank, Lessee will be required to cure the amount of the check in person, along with a \$25.00 return check fee. Acceptable forms of payment will be money order or cash.
- 8. Holdover – Upon termination of this lease, Lessee shall be a Lessee at will and shall vacate the premises on receipt of notice from Lessor. No holding over by Lessee, with or without the consent of Lessor, will extend the lease term.
- 9. Attorney’s Fees – If Lessor retains an attorney to enforce this lease, Lessor is entitled to recover reasonable fees from Lessee.
- 10. Venue – Venue is in Bastrop County in which the premises are located.
- 11. Entire Agreement – This lease represents the entire agreement between the parties, and there are no oral representations, warranties, agreements, or promises which are not specifically stated herein.
- 12. Limitations of Warranties – There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.
- 13. Notices – Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Lessor or Lessee at their Mailing addresses indicated in this contract. If Lessee elects to provide an email address, any notice required by this lease may be sent via email.
- 14. Abandoned Property – Lessor may retain, destroy, or dispose of any property left on the premises upon the occurrence of the following conditions: (a) at the end of the lease term, (b) upon default of the lease by Lessee, or (c) upon rent becoming thirty days past due.
- 15. Advertisement on Premises – During the last thirty days of the lease term, Lessor may place a sign on the premises advertising the premises for rent.

IF ANY CLAUSE OR CONDITION OF THIS CONTRACT IS HELD INVALID BY A COURT OF COMPETENT JURISDICTION, IT IS AGREED AND UNDERSTOOD THAT THE REMAINING CLAUSES SHALL REMIAN IN FULL FORCE AND EFFECT.

Lessor:

Lessee:

\_\_\_\_\_  
Magnolia Station Mini Storage

\_\_\_\_\_  
(Signature of Lessee)