

TEXAS
MONTH-TO MONTH RENTAL AGREEMENT
WITH A CONTRACTUAL LANDLORD'S LIEN

C CITY STORAGE PO BOX 850 COLORADO CITY, TX 79512 325-728-8200 www.ccitystorage.com
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CONTRACTUAL LANDLORD'S LIEN: TENANT AGREES THAT LESSOR HAS A CONTRACTUAL LIEN ON THE TENANT'S STORED PROPERTY, WHICH LIEN ATTACHES ON THE DATE TENANT PLACES THE PROPERTY AT LESSOR'S FACILITY. THIS LIEN SHALL CONSIST OF ALL CHARGES FOR RENT OR OTHER SERVICES DUE AND UNPAID UNDER THIS AGREEMENT, AS WELL AS THE REASONABLE EXPENSES INCURRED IN ENFORCING THE LIEN. IN THE EVENT ANY SUCH CHARGES REMAIN UNPAID 15 DAYS AFTER DUE, LESSOR MAY TERMINATE TENANT'S RIGHT TO USE THE STORAGE SPACE, DENY TENANT ACCESS TO THE SPACE, AND SIEZE TENANT'S STORED PROPERTY. THE LIEN SHALL BE DEEMED TO BE IMPOSED, AND SHALL BE ENFORCED PURSUANT TO ALL OF THE TERMS PROVIDED FOR SELF SERVICE STORAGE FACILITY LIENS PURSUANT TO CHAPTER 59, OF THE TEXAS PROPERTY CODE, SECTIONS 59.001 THROUGH 59.046, AND SUCH OTHER, ADDITIONAL, OR AMENDED SECTIONS AS MAY FROM TIME TO TIME BE IMPOSED PURSUANT TO SUCH LAW AS MAY GOVERN THE IMPOSITION AND ENFORCEMENT OF SELF SERVICE STORAGE FACILITY LIENS. FOR PURPOSES OF THE NOTICES REQUIRED TO BE SENT TO ENFORCE THIS CONTRACTUAL LANDLORD'S LIEN, TENANT AGREES THAT TENANT'S MOST RECENT ADDRESS SHALL BE DEEMED TO BE THE ADDRESS GIVEN IN THE AGREEMENT, OR LATER GIVEN IN WRITING BY TENANT TO LESSOR FROM TIME TO TIME, AND TENANT FURTHER AGREES THAT THE MOST RECENT OF SUCH ADDRESSES SHALL BE CONCLUSIVELY PRESUMED TO BE TENANT'S ADDRESS FOR ALL PURPOSES UNDER THIS AGREEMENT, AND UNDER THIS CONTRACTUAL LANDLORD'S LIEN. THE FOLLOWING INFORMATION IS AN INTEGRAL PART OF THIS LEASE:

TENANT'S NAME: _____ ADDRESS: _____ _____ PHONE: _____ DRIVER'S LICENSE NO: _____ AUTO YEAR: _____ MAKE: _____ AUTO LICENSE NO. _____ EMAIL ADDRESS: _____ _____ LATE PAYMENT CHARGE: \$ _____ DISHONORED BANK CHECK CHARGE: \$ _____ 31 DAY DELINQUENT CERTIFIED FEE: \$ _____	TRANSACTION DATE: _____ SPACE NO: _____ APPROX. SIZE: _____x_____ RENT DUE DATE: _____ FIRST MONTH'S RENT: \$ _____ PERFORMANCE DEPOSIT: \$ _____ TAX (IF APPLICABLE) \$ _____ TOTAL DUE AT COMMENCEMENT OF LEASE: \$ _____ <hr/> MONTHLY RENT: \$ _____ PRORATE RENT: \$ _____ FOR SECOND MONTH DUE ON THE FIRST OF _____
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THIS AGREEMENT is executed in duplicate as of the Transaction Date above, by and between Lessor as defined below ("Lessor") and Tenant as defined above ("Tenant") whose addresses are set forth above, for the purpose of leasing or renting certain space as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder.

Tenant hereby rents from Lessor those certain premises described above as Space Number and Approximate Size as stated above hereinafter referred to as "premises" or "space" on the following terms and conditions:

1. **TERM:** The term of this tenancy shall commence as of the Transaction Date above, and shall continue from the first day of the month immediately following, on a month-to-month basis.
2. **RENT:** Rent is the sum of the Monthly Rent as stated above per month, payable in advance upon the first of each and every calendar month to Lessor or to Lessor's designated agent. Tenant is obligated to pay in advance not less than one full month's rent. If the term of this lease commences on a day other than the first day of a month, Tenant shall only owe a portion of the first month's rent. Any rent paid in advance in excess of that owed for the prorated portion of the first month of this lease shall be credited to the month immediately following. Tenant agrees that in no event will Tenant be entitled to receive a refund of the rent paid for the first month of the lease. In addition, Tenant further agrees that if this lease is terminated on any other day than the last day of any month, Tenant is not entitled to a refund of any prorated portion of the month in which this lease is terminated. In the event that rent is not paid within 10 days after the due date, or in the event of a dishonored bank check from Tenant to Lessor, because actual damages for said late payments and dishonored bank checks are extremely difficult to ascertain, Tenant agrees to pay as liquidated damages the amounts as stated above for said late payment, and for said dishonored bank check as additional rent. Such additional rent being due and payable immediately after Lessor's charging of the same. Charging or payment of a late payment charge and/or a dishonored bank check charge shall not limit Lessor's right for Tenant's breach of any other terms of the Agreement. The monthly rental rate may be changed at any time by Lessor giving written notice to Tenant at the address(es) provided above, seven (7) days before the expiration of any month of this tenancy. If Tenant has made advance rental payment the new rate will be charged against such payments.
3. **DEPOSITS:** Tenant shall pay in advance a security, cleaning and damage deposit in the amount indicated in the receipt section of this lease to be held by Lessor for Tenant's faithful performance of the terms of this Agreement and for cleaning and repair of the space after surrender by Tenant. The deposit shall be returned to Tenant within two (2) weeks after Tenant relinquishes the space to Lessor, less all charges for cleaning, repairing, and replacement of any missing items. In addition, at Lessor's sole option, Lessor may retain any amounts necessary to compensate Lessor for rent due and unpaid under this Agreement.
4. **USE:** The premises will not be used for any human or animal occupancy, trash, or other materials. Tenant may conduct no business activity upon the premises, but may use the common grounds solely for the purpose of coming and going to store or remove items of their personal property, provided that Tenant may not obstruct other traffic. All personal property items must be stored within the rented space. Nothing shall be allowed on the outside of space. Tenant may only store personal property owned by Tenant. Tenant acknowledges that the space is for storage use only. Tenant has exclusive control of the storage space during the term of this Agreement, and specifically agrees that Lessor is not concerned with the kind, quality, or value of any goods stored except as provided herein. Tenant acknowledges and agrees that the

premises are not suitable for the storage of irreplaceable, sentimental, valuable, or precious property including heirlooms, art, jewelry, manuscripts, books, records, or other unique types of personal property. **Tenant agrees that in no event shall the total value of all property stored be deemed to exceed \$5000.00 unless Lessor has given permission in writing for Tenant to store property exceeding \$5000.00 in value.** The provisions of this paragraph do not alter the release of Lessor's liability set forth in paragraph 5, nor constitute any admission that Tenant's stored property has any value whatsoever. **Storage of any materials classified as hazardous or illegal under any state, federal, or local law or regulation is prohibited.** Tenant shall not do or permit to be done any act which creates or may create nuisance in connection with Tenant's use of the space.

5. **RELEASE OF LESSOR'S LIABILITY:** As a further consideration for the use and occupancy of the space and premises, Tenant agrees that Lessor, its agents, employees, and assigns shall not be liable to Tenant, his agents, guests, licensees or invitees for any loss or damage, injury or death caused to them or to their property, as the result of the use and occupancy of the space and premises. **It is further agreed that any stored property is placed in this space at Tenant's sole risk, and Lessor and Lessor's agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Lessor or Lessor's agents, employees, or assigns.** Tenant acknowledges that Lessor does not warrant or represent that stored property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by rodents, insects, fire or the elements or weather, including earthquake, tornado, and high winds. It is agreed by Tenant that this release of Lessor's liability is a bargained for condition of the rent set forth here, and that were Lessor not released from liability as set forth here a much higher rent would have to be agreed upon.
6. **INSURANCE:** Lessor does not provide insurance coverage for any loss, from any cause, to any personal property owned by the Tenant and stored on the premises. If insurance coverage is desired by Tenant for personal property stored on the premises, Tenant must independently obtain such coverage at Tenant's expense from Tenant's own insurer. This insurance is for the benefit of both Tenant and Lessor. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Lessor, or Lessor's agents or employees. Tenant agrees to indemnify and hold harmless Lessor from any expense, cost, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation. In the event Tenant seeks Lessor's written consent to store property valued in excess of \$5000.00, as a condition of such consent, Tenant covenants to obtain insurance coverage for the full value of the stored property, naming Lessor as an additional insured.
7. **NO ORAL AGREEMENTS:** This agreement contains the entire agreement between Lessor and Tenant and no oral agreements shall be of any effect whatsoever. Tenant agrees that Tenant is not relying and will not rely upon any oral representation made by Lessor or any of Lessor's agents or employees purporting to modify or add to this agreement in any manner. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS WRITTEN AGREEMENT, TENANT AGREES THAT LESSOR, OR LESSOR'S AGENTS HAVE MADE NO REPRESENTATIONS TO THE**

EFFECT THAT THE STORAGE SPACE, OR SERVICES PROVIDED ARE OF ANY DIFFERENT STANDARD, QUALITY, OR GRADE OTHER THAN SET FORTH IN THIS AGREEMENT, THAT NO ADVERTISEMENT HAS BEEN MADE BY LESSOR WHICH IS INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, THAT NO REPRESENTATIONS CONCERNING RIGHTS, REMEDIES, OR OBLIGATIONS OF EITHER LESSOR OR TENANT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT HAVE BEEN MADE, AND THAT NO OTHER REPRESENTATIONS CONCERNING THE STORAGE SPACE OR THE SERVICES PROVIDED HAVE BEEN MADE WHICH ARE INCONSISTENT WITH THE TERMS OF THIS WRITTEN AGREEMENT. BY SIGNATURE TO THE RIGHT OF THIS PARAGRAPH 7, TENANT ACKNOWLEDGES THAT TENANT HAS READ AND UNDERSTANDS THIS PARAGRAPH 7.

(Signature here)

8. **ACCESS:** In Lessor's sole discretion, Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Lessor to maintain order and protect security on the premises. Such may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's identity, and requiring Tenant to sign in and out upon entering and leaving the premises.
9. **RULES:** Lessor shall have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care, and cleanliness of the premises, or preservation of good order. Tenant agrees to follow all Lessor's rules now in effect or that may be put to effect from time to time. Rules shall be effective immediately upon Lessor's written notice to Tenant.
10. **PREMISES:** Tenant accepts the space as being in good condition and repair. Tenant will immediately notify Lessor of any defects in the storage space. Tenant shall not use the electric light, if provided, for any other than as a light fixture. Tenant shall provide his own light bulb. Tenant shall not build or attach anything to the building or common walls.
11. **INSPECTION:** Lessor may enter the space for the purposes of inspection without prior notice to the Tenant whenever Lessor believes that any hazardous condition, or nuisance has been created, or is occurring in the space, or for repairs, or inspections by governmental authorities.
12. **TERMINATION:** Seven (7) days written notice by Lessor or Tenant to the other will terminate the Agreement. The space will be left in good condition, and Tenant is responsible for all damages to the space. Termination of this Agreement is cumulative of any other rights or remedies Lessor may have at law or under the terms of this Agreement, due to Tenant's breach of this Agreement, including but not limited to reasonable attorney's fees and costs incurred by Lessor in exercising those rights or remedies.
13. **ASSIGNMENT:** Tenant shall not sublet or assign the storage space nor store property owned by others without written consent of Lessor.
14. **INDEMNITY:** Tenant will indemnify, hold harmless and defend Lessor from all claims, demands, actions or causes of action that are hereafter made or brought about by others as a result of arising out of Tenant's use of premises, including claims for Lessor's active negligence.

- 15. **SECURITY OF SPACE:** Tenant agrees to be solely responsible for providing such locks as Tenant desires for securing access to the space. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the space is rendered insecure in any manner, Lessor may, at its sole option, take whatever measures deemed reasonably necessary by owner to resecure the access to Tenant's space. Lessor is not responsible for taking any measures whatsoever, nor for notifying Tenant that access to the space has become insecure. The fact that Lessor has taken measures to resecure the access to Tenant's space under this paragraph shall not alter any of the provisions of this agreement.
- 16. **NOTICE:** Change in terms: Change of address: All notices required or permitted by law, or by this Agreement, may be sent to Tenant at any of the addresses given by Tenant above. **In the event that any of the addresses given above change, such change shall not be binding upon Lessor unless Tenant has given Lessor written notification of the change, and Lessor has acknowledged its receipt in writing.** Any of the terms of this Agreement may be changed by Lessor by the giving of written notice to Tenant seven (7) days prior to the expiration of any month of this tenancy.
- 17. **SUCCESSION:** All provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors, and assigns of the parties hereto.
- 18. **VALIDITY:** If any part of this Agreement is unenforceable for any reason whatsoever, it shall not affect the balance of the Agreement otherwise found to be valid and enforceable.

By signing below, Tenant acknowledges that Tenant has read and understands all the provisions of this Agreement and Tenant agrees to comply with its requirements.

DATED: _____, 20____

TENANT:

LESSOR:

C-City Storage
 PO Box 850
 Colorado City, TX 79512
 325-728-8200

 Signature

 Name (please print)

Received By: _____
 Facility Manager Agent