

## ***STORAGE SPACE LEASE AGREEMENT***

This Storage Space Lease Agreement (the "Lease") is made and entered into on \_\_\_\_\_ (the "Effective Date") by and between Charlotte Looney Looney Bins Storage, LLC of 423 County Road 555, Evant, Texas, 76525 (the "Lessor") and \_\_\_\_\_ of Address \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_, Email \_\_\_\_\_ (the "Lessee"), collectively known as the "Parties." The Parties hereby agree as follows:

### **Terms and Conditions**

#### **1. Term**

Lessor hereby leases to Lessee the storage space number \_\_\_\_\_ located at 268 Memory Lane, Evant, Texas 76525 (the "Premises"). The lease will start on \_\_\_\_\_ and will continue as a month-to-month tenancy until such time as it is terminated by either party.

#### **2. Rent**

Lessee agrees to pay \_\_\_\_\_ as rent in advance on the 1st of each month to Lessor or his or her agent by mail or in person to Lessor or his or her agent at their respective addresses as noted above. Upon receiving any payment of storage space rent in cash, Lessor agrees to issue a receipt stating the name of Lessor, the amount of rent paid, the designation of the storage space and the period for which said rent is paid. If rent is past ten days late there will be a ten dollar late charge.

#### **3. Termination**

Either party may terminate this Lease by providing 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed in this Lease.

4. If Lessee fails to make payments for two consecutive months, Lessee forfeits all rights under the contract and Lessor shall own and control the contents of the unit. Contents would then be subject to sale in accordance with Texas law.

#### **5. Use of Premises**

Lessee will use the Premises exclusively for the storage of Lessee's possessions. Lessee understands that the use of electricity for refrigerators, freezers or other appliances is not permitted. Lessee may not store or dispose of any property outside of the Premises. Lessee shall not use the Premises for any illegal or otherwise prohibited activities.

#### **6. Dangerous of Illegal Materials**

Lessee shall not keep or have on or around the Premises any item of a dangerous, flammable, or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company. Lessee shall not keep or have on or around the Premises any illegal items, materials or substances.

#### **7. Security and Liability**

Lessee understands that the Lessor does not provide any security system for the Premises. Lessee's possessions will occupy the Premises entirely at the risk of the Lessee. Lessor is not responsible for carrying any insurance covering Lessee's possessions. Lessee should, at his or her own expense, obtain insurance for the possessions stored at the Premises. Lessee releases Lessor from any loss, damage, claim or injury resulting from any casualty on the Premises. Lessee understands and agrees that the Lessee accepts full responsibility for any and all personal injuries or any other damages that may occur during use of the storage space, regardless of the reason. Further, Lessee agrees that Lessor, and all associated owners, agents, and employees, be held harmless for any and all injuries and damages occurring inside or outside of the Premises.

**8. Maintenance**

Lessee will, at Lessee’s sole expense, keep and maintain the Premises in good, clean and sanitary condition during the term of this Lease and any renewal thereof. Lessee will promptly advise Lessor if the Premises are in need of any maintenance or repair.

**9. Assignment and Sublease**

Lessee shall not assign or sublease any interest in the Lease

**10. Governing Law**

This Lease shall be governed by the laws of Texas.

**11. Entire Agreement**

This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Lease. This Lease supersedes any prior written or oral agreements between the parties.

**12. Severability**

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**13. Amendment**

This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**14. Waiver of Contractual Rights**

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

**IN WITNESS WHEREOF, this Lease has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.**

LESSOR

By: \_\_\_\_\_  
Charlotte Looney Looney Bins Storage, LLC

Date: \_\_\_\_\_

Phone # \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # \_\_\_\_\_