

# Storage Unit Rental Terms and Conditions

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A Quick Space

PO Box 810 Whitney, Texas 76692

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## **A Quick Storage of Whitney**

### ***Rental Agreement Terms and Conditions***

**1 Term:** This tenancy commences as per contract and continues thereafter month to month.

**2 Rent:** Rent is due per month payable in advance on the first (1st) day of each calendar month. The monthly rental rate may be changed with notification ten (10) days before the end of any month. Any change will take place on the first (1st) day of the following month after notice has been given. In the case of multiple tenants for a unit (where more than one person is utilizing the unit), notice to one is notice to all, and the choice of which tenant's name and address we use is in our sole discretion.

**3 Administrative:** Rentals begin on the first of the month. At the time of sign-up, one month's rental plus a deposit of \$25 will be paid. We only rent storage space, not the storage facility, and the rental of storage space is subject to the terms and conditions set forth herein that you are to read and shall be presumed to have understood before signing this agreement.

**4 Governing Authority:** The governing authority for this agreement is the State of Texas Property Code, Chapter 59.

**5 Agreement Not a Negotiation For Goods or Property:** This rental agreement is not a negotiation for the storage of your goods or personal property, but is an agreement to rent space only. We, the owner, are not involved in the storage of your goods or personal property, but are lessor of a storage space or unit of a specific size and we are not agreeing to store your goods or property.

**6 Late Payments:** Rental payments not received within ten (10) days after the first (1st) day of each calendar month will result in a \$10.00 Late Payment Fee. The Late Payment Fee will automatically be applied to your account and you will be denied access to our facility and to your unit.

**7 Owner's Lien for Unpaid Rent: When the rent and fees are late and unpaid more than 30 days and we have made appropriate demand for payment in that month, anything stored in the subject unit becomes subject to lien and will be subject to public sale. After the Owner's Lien for Unpaid Rent has been attached to your account, the only way to prevent your stored property from being sold is to satisfy the lien by payment of all rent, fees, charges, tax and any other assessments deemed to be due.** Right to Hold Auction Online: A Quick Space reserves the right to hold any sale of property under lien online with notice of time and web address to be published at [www.whitneystorage.com](http://www.whitneystorage.com). **Failure to contact us or respond to requests for late payment or notification of lien enforcement is considered a voluntary termination of your tenancy and abandonment of all property contained within your storage unit.**

**8 Satisfying the Owner's Lien:** After notification of Owner's Lien, we require full rental payment; late payment fees; \$45 for the of placing the required advertisement in the newspaper; the cost of sending certified mail notice; attorney fees, costs, and expenses. All of the above must be paid prior to scheduled sale to terminate the sale.

**9 Partial Payment:** No partial payment will stop or terminate a delinquency and will not satisfy the Owner's Lien, and the sale will still be conducted on the scheduled date and time. If you incur a delinquency more than once, your contract is at risk of being terminated by us and we will notify the appropriate credit reporting agencies.

**10 Bad Checks:** Any returned check will result in an insufficient funds fee of \$35.

**11 Notices, Address Change: All notices required by this rental agreement may be sent to you at the mailing address or email address you provided to us.** You agree that any notice is presumed to have been received 5 days after mailing or emailing unless it is returned by the U.S. Postal Service or your email account provider. You are responsible for notifying us of any address change. We may change any term of this agreement by giving you written notice in person, by email, or by mail, as provided herein, 10 days prior to the expiration of any month of this tenancy.

**12 Termination:** 10 day's written notice by us or by you will terminate your tenancy.

**13 Denial of Access:** When rent is in arrears and other charges due and owing remain unpaid for ten (10) consecutive days, we may in our sole discretion deny you access to the facility and your storage unit by putting our lock on your storage space until the rent and other charges are paid in full. This is called a lockout. It prevents your entry into a storage unit until you pay in full. Any attempt by you to gain access to the unit during such lock out may be deemed criminal trespass and will result in notice by us to the appropriate law enforcement agency.

**14 Access:** Your access to the premises and to the unit may be conditioned, limited, or prohibited in any manner deemed reasonably necessary by us, with or without notice to you.

**15 Use and Occupancy:** You agree to use any unit you rent only for the storage of personal property. You are expressly, absolutely, and strictly prohibited from using it as a dwelling for any human being, or for keeping any living thing, plant or animal. You agree not to and will not use the premises for any unlawful or immoral purpose. If such events are detected or suspected, we shall report the same to appropriate authorities without liability or consequence to us. You must disclose the storage of anything owned by anyone not a party to this agreement. In such an event, you must provide full contact information and evidence of insurance on the same and of owner's assent for you to store it.

**16 Co-mingled Property Lien:** If you fail to abide by any provision of this agreement, we will be entitled to a lien on all property stored in your unit, whether or not owned by you, and all such property will be subject to remedies by us as though it were all owned by you. We are not liable for or required to make an apportionment or allocation of ownership among multiple tenants of a unit, or to notify any third party property owner.

**17 Storage of Valuables, Waiver of Sentimental Attachment, Limits:** You agree not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value without disclosure to and written permission from us and proof of full insurance. You waive any claim for emotional or sentimental attachment to the stored property. You agree not to store property with a total value of more than \$5,000.00 without our written permission and must disclose the same to us if you do. If such written permission is not obtained, the value of your property shall be deemed not to exceed \$5,000.00. Absent definitive proof and express assent by us, nothing herein shall constitute any agreement or admission by us that your stored property has any value, nor shall anything alter the release of and absence of our liability therefore.

**18 Storage of Motor Vehicles and Machinery:** Only by our written permission and provision to us of a copy of ownership documents containing its VIN, you may store a motor vehicle, motorcycle, boat, personal watercraft, or ATV. You are strictly and absolutely prohibited from working on, starting, or modifying any stored vehicle or object in the unit or anywhere on the premises without our express permission. Emanation of the odor of gasoline or similar from your unit will result in our entry into your unit at your expense.

**19 Unit Condition, Alterations, Third Party Liens:** You agree to accept the unit in the condition it is in at the beginning of this agreement, and agree to maintain it in the same order and condition, with normal wear and tear excepted. We charge \$30 per hour for cleaning and removing debris from units vacated or abandoned. You agree not to make any alterations to our property without prior express notice and our permission, e.g., no shelving, hooks, suspensions, bracing, or similar are permitted. You will not allow any liens or claims to attach to our property for any reason, and you will be solely liable for the same entirely if made, and shall be responsible at law for the cost of any process brought for enforcement or payment therefore. If you obtain our permission for any alteration, the alterations will remain in place and will become our property and may not be removed by you.

**20 Prohibited Materials:** You are strictly and absolutely prohibited from storing or using materials classified or deemed by us as hazardous, explosive, highly flammable, illegal or toxic under any local, county, state, or federal law or regulation, and from engaging in any activity which produces such material on these premises. Your obligations of indemnity to us if such obtains includes any cost, expense, fines or penalties imposed against us arising out of storage or use of any such material by you, your agents, employees, invitees, licensees, or guests. Storage of containers containing the materials previously mentioned will result in the immediate termination of your lease.

**21 Insurance Obligation:** At your sole expense you will maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. In lieu of an insurance policy you may sign a waiver of the requirement stating that you assume all risk for the loss to all stored property that would be covered by such insurance.

**22 Release of Owner's Liability for Property Damage:** All property stored by you shall be at your sole and exclusive risk. We are not liable to you for any damage to or loss of any property while at the rented premises arising from any cause whatsoever including but not limited to burglary, fire, water damage, leakage, pests, mysterious disappearances, rodents, Acts of God, terrorism, or our active or passive acts or omissions or negligence or those of our agents.

**23 Release of Owner's Liability for Bodily Injury:** We shall not be liable for injury or death as a result of your use of the storage space or the premises, even if such injury is caused by our active or passive acts, omissions or negligence.

**24 Indemnification:** You will indemnify, hold harmless, and defend us from all claims, demands, or causes of action, including attorney fees, costs, and expenses, that are brought by others arising from your use of the premises, including claims for our negligence. This indemnity obligation specifically extends to any action brought by any person or agency in connection with any prohibited materials brought into the facility or stored in your storage space.

**25 Rules and Regulations:** We can establish or change hours of operations or promulgate rules and amendments or make any additional rules and regulations at any time in our sole discretion. You agree to follow all rules and regulations now in effect or that may be put into effect from time to time and acknowledge having read and understood the rules and regulations now in effect.

**26 Our and Governmental Right to Enter:** Our personnel may enter the space to inspect it without prior notice if we believe that a hazardous condition or nuisance has been created or is occurring in the space, or for repairs to the interior or door, or for inspection, or request for entry by government authorities. We are not obliged to resist entry by lawful authority, notify you, or to protect or defend your interests against authority. We may at our option remove your padlock for entry into the unit for any purpose as noted above, including checking for possible lease violations. We may move the unit's contents to another unit or other suitable storage area. We do not

**27 Left Property:** We may dispose of property left in the storage space or in the storage facility by you after the tenancy is terminated. You will be liable for paying all costs, expenses and fees, including attorney fees, incurred in disposing of such property. We may cause such property to be sold as we see fit.

**28 No Subletting:** You shall not assign or sublease the storage space without our written permission. We may withhold permission to sublet or assign for any reason or for no reason.

**29 No Oral Agreements:** This document contains the entire agreement between you and us and no oral agreements shall be of any effect. You acknowledge that no representations have been made with respect to safety, security, or other special suitability of the space for storage of your property, and that you have made your own determination of such matters solely from inspection of the storage space and facility. You agree that you are not relying and will not rely on any oral representations made by us purporting to modify or add to this agreement. You agree that this agreement may be modified only in a writing signed by both parties.

**30 Succession:** All provisions of this rental agreement shall apply to and be binding upon all heirs and successors in interest, assigns, or representatives of the parties.

**31 Validity and Survival:** If any part of this agreement is held to be unenforceable for any reason, in any circumstances, the parties agree that such part could be enforceable in other circumstances, and that all remaining parts of this agreement will nevertheless be valid and enforceable and shall survive.

Unit # \_\_\_\_\_ Size \_\_\_\_\_ Rent \_\_\_\_\_ Deposit \_\_\_\_\_

**Signature Page**

**Please fill out this form and place it in the drop box on the side of the office. Keep the additional pages for your records.**

Signing of this sheet is to indicate that the Occupant has read paragraphs 1-31 of these Terms and Conditions and shall be presumed to have understood before signing this agreement. This sheet is to be detached from the Terms and Conditions and kept on file with A Quick Space indicating the Occupant has in fact received a copy of said lease and rental agreement.

**Occupant Information:**

Name \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ 2<sup>nd</sup> Email \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell phone \_\_\_\_\_

If active military: Base \_\_\_\_\_ Contact \_\_\_\_\_

**Additional Persons allowed access (if any).**

Name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Alternate Contact (friend, relative, employer)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

By signing I certify that the information I have provided is true and correct and that I have read and understood the entire terms and conditions. I agree to payment of 1 month's rent + \$25 deposit. Make checks payable to A Quick Space.

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

Signature

**\$5 rental discount Credit Card / RECURRING ACH Payment Plan:**

I have authorized A QUICK SPACE 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 A QUICK SPACE of any changes to the banking or credit card information (account number and expiration date).

**X Authorized Signature** \_\_\_\_\_

\_\_\_\_\_ I request that the insurance requirement to maintain insurance for my goods while in storage be waived. I acknowledge and understand that this waiver of the insurance requirement places me in the position of a self insurer. I acknowledge and understand that this waiver places no burden, responsibility or liability upon the storage facility. I acknowledge and understand that the storage facility does not insure my goods, and has no responsibility to provide insurance. I acknowledge and agree that loss or damage that occurs to my goods while in storage is fully at my expense. Customer bears entire risk of loss or damage resulting from the negligence of A QUICK SPACE.

**X Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_