**STORAGE SPACE RENT AGREEMENT**

Landlord: 1130 Atchison LLC, d/b/a Sealy Storage (“Owner”) Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of space leased: 1130 Atchison Sealy. TX 77474 unit #\_\_\_\_\_\_\_\_\_\_\_\_\_

IN CONSIDERATION of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant and Tenant herby leases from Landlord the above-described property under the following terms:

1. ﻿﻿﻿TERMS. This lease shall commence month to month.
   1. The Owner and Tenant have entered into this Agreement for the purpose of renting the above identified storage space (the “Premises”) for the Tenant’s use and storage of good, and agree that no bailment or deposit of goods for safekeeping is intended or created hereunder. Tenant understands that the space and size of the Premises is approximated and not necessarily exact, but that the Tenant has had an opportunity to inspect the Premises prior to moving in, and the Premises and the common areas of the Property are satisfactory for all purposes for which Tenant shall use the Premises and the Property. Tenant shall store only personal property that belongs to Tenant. Tenant shall not permit any hazardous materials to be stored in the Premises or on the Property or store any improperly packaged food or perishable goods, used tires, flammable materials, explosives and other inherently dangerous materials, or any items which would result in the violation of any law or regulation of any governmental authority. Tenant shall not use the Premises in any manner that will constitute a hazard, waste, nuisance or unreasonable annoyance to Owner or other occupants in the Property, and Tenant agrees to follow all applicable local, state and federal law and regulation in entering and using the Property and the Premises. The Premises shall not be used for animal or human habitation for any period of time. Tenant grants to Owner and Owner’s agent access to the Premises upon three (3) days written notice in non-emergency situations. Owner has no responsibility or liability to Tenant or to any other person for any loss, liability, claim, expense, damage or injury to person or property, including but not limited to damage from water leaks (“Loss”) unless such Loss is directly caused by Owner’s fraud or willful violation of the law. Owner advises Tenant to purchase insurance for the property stored in the Premises. Owner does not carry insurance that covers Tenant in any way. Items are stored at Tenant’s own risk.
2. RENT. The rent shall be $149.00 per month payable on or before the 1ª day of each month. In the event the rent is received more than 3 days late, a late fee of $100.00 shall be due. In the event check bounces, a fee of $30.00 shall be due.
   1. The term of this Agreement shall commence as of the date written above and shall continue from the first day of the month immediately following on a month-to-month basis until terminated. Tenant shall pay Owner as a monthly Rent, without deduction, prior notice, demand or billing statement, the sum noted above (plus any applicable tax imposed by any taxing authority) in advance on the first day of each month. If the term of this Agreement shall commence other than on the first day of the month, Tenant shall pay a full month’s Rent for the second month in addition to the pro rata portion of the first month. Tenant understands and agrees that under no circumstances will Tenant be entitled to a refund of the first month’s Rent paid upon execution of the Agreement or any Rent paid thereafter. The monthly Rent, amounts and types of fees and/or charges, as well as any other term of this Agreement, may be adjusted by Owner effective the month following written notice by Owner to Tenant specifying the adjustment, which such notice shall be given not less than thirty (30) days prior to the first day on which the adjustment shall be effective. Any such adjustment shall not otherwise change or effect other terms of this Agreement and all other terms shall remain in full force and effect.
3. DEFAULT. In the event Tenant fails to pay the rent due under this Agreement, Landlord may deny access until paid in full and whenever the rent is more than 30 days in arrears, Landlord may remove any property in the storage space and relet it to a new tenant.
   1. The following events, among others, shall be deemed to be a default by Tenant under this Agreement: (a) Tenant fails to timely pay Rent or other fees; (b) Occupant fails to comply with any term, provision or covenant of this Agreement; and (c) Tenant abandons the Premises.
4. ﻿﻿﻿LEIN. Landlord shall have a lien on any property placed in the storage space and shall have the  
   right to sell the property at public or private sale or as provided by law.
   1. IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN SET FORTH IN TEX.PROP.CODE CHAPTER 59, ET SEQ., TENANT HEREBY GRANTS TO OWNER A CONTRACTUAL AND STATUTORY OWNER’S LIEN UPON ALL PERSONAL PROPERTY STORED IN OR ON THE PREMISES TO SECURE THE PAYMENT OF ALL RENTS, LABOR, AND OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY. NONPAYMENT OF RENT THAT IS MORE THAN THIRTY (30) DAYS PAST DUE WILL RESULT IN A LIEN FEE OF $50.00 AND OTHER CHARGES BEING ADDED TO THE TOTAL AMOUNT DUE AND TENANTS PROPERTY WILL BE SEIZED AND PLACED UNDER THE LIEN AS PROVIDED IN TEX.PROP.CODE CHAPTER 59, ET SEQ., AND WILL BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER, OR MAY BE SOLD AT A GARAGE SALE AFTER SUCH PROPERTY IS DECLARED TO BE ABANDONDED. **STATUTORY NOTICES MAY BE GIVEN BY EMAIL IF EMAIL PROVIDED BELOW**.
5. ﻿﻿﻿USE. Tenant shall not keep in the storage space any explosive, inflammable, hazardous or illegal substances or any animals or pets. Tenant shall not assign or sublet the storage space. Tenant shall abide by the rules and regulations of Landlord which are attached hereto. Landlord shall have the right to enter the storage space for inspections or repairs as needed. Tenant shall make no alterations to the storage space without written consent of Landlord.
6. ﻿﻿﻿LIABILITY. This Agreement is made on the express condition that, while Landlord shall exercise reasonable care in the operation of the premises, Landlord shall not be liable for any loss or damage to Tenant.
7. ﻿﻿﻿CASUALTY. In the event the premises are damaged by or other casualty, and are rendered untenantable, either party may cancel this Agreement.
8. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of $149.00 to be returned

upon the termination of this Agreement provided Tenant is not in default hereof.

1. TERMINATION. This Agreement may be terminated by either party upon the giving of written

notice at least 30 days prior to the end of any rental month.

IN WITNESS WHEREOF, the parties have executed this lease on the \_\_\_\_\_\_\_day of \_\_\_\_\_,2023\_\_\_.

TENANT 1130 Atchison LLC

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Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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