



Tenant's name: Polk County Auditor Page number(s): U-17
Date form filled in: US 11/17/2007

SELF-SERVICE STORAGE RENTAL AGREEMENT

Contract #: _____

(Use for all self-service storage, including outdoor storage) VOL. **53** PAGE **623**

4(K)

1. **TENANT INFORMATION.** Tenant is the individual signing this Agreement, or a business. [Please print all information below.]

Tenant's last name (or name of business, if Tenant is a business) Polk County Auditor's Office Initial(s) _____ Date of birth _____
516 W Church Hill TX 77351

Tenant's mailing address for notices (P. O. Box or street address with apt number, city, state, and ZIP code) _____ Employer's name _____
The above address will be used for all written notices to Tenant unless Tenant gives written notice of address change to Lessor.

Tenant's Soc. Sec.# (or Tax ID# if Tenant is a business) _____ Tenant's home phone _____ Tenant's work phone _____ Tenant's cell phone _____

List person(s) with same access and lock cutting rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space number, and account status.

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, or child over 18 to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any of such persons at any time.

2. **TENANT INFORMATION.** Tenant is or is not [check one] in the military. If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] in the reserves or National Guard or on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, phone number, or other information in paragraph 1. A change of mailing address will not be effective unless the new address is COMPLETE and the notice is in WRITING and SIGNED by Tenant and actually RECEIVED by Lessor. Return addresses on envelopes, forwarding orders, or addresses on checks are insufficient. Phone numbers may be changed orally or in writing.

3. **TENANT'S SPACE.** Space number(s): J-19 Approx size(s) (exact dimensions may vary): 10x20
Minimum lease term: 1 months Tenant's facility access code (if any): _____ Other codes (if any): _____

4. **DOLLARS AND DATES.** Tenant's security deposit is \$ waived Tenant's right to occupy the space begins: 27 AP 2007 and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (c), (d), (g), (h), (i), (j), (m) and (o) are "per space."

- (a) Rent \$ 70 per month
- (b) Monthly rental due date... 27 of month
- (c) Initial late charge if rent not received by ___ days after due date \$ _____
- (d) Subsequent late charge if rent not received by ___ days after due date \$ _____
- (e) Returned check charge (including bank charges, mail costs, time and overhead)..... \$ 25
- (f) Charge for returned mail (not providing address change).....\$ _____
- (g) Charge for Lessor's locking of space when Tenant's lock is missing.....\$ _____
- (h) Charge per day if Tenant fails to lock after 7-day notice.....\$ _____
- (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32.....\$ _____
- (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f).....\$ _____
- (k) Charge for sending statutory notice of claim for unpaid sums (including mail costs).....\$ _____
- (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs).....\$ _____
- (m) Charge for conducting foreclosure sale at public auction for nonpayment.....\$ _____
- (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs).....\$ _____
- (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate—paragraphs 10, 37, and 39(c)...\$ _____

5. **PAYMENTS AND NOTICES.** Payments may or may not [check one] be made in cash. Payments may or may not [check one] be made by personal or company check. Payments may or may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, or faxed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor.

6. **SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

7. **COPIES AND ATTACHMENTS.** Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]:
 Vehicle/trailer addendum (form) Supplemental rules, dated _____ Form for change of Tenant address, phone
 Boat addendum (form) Insurance application (Tenant option) Spanish copy of lease (informational only)
 Other addendum, dated _____ Move-out notice (form) Other _____

TENANT
X _____
Signature of Tenant or Tenant's authorized agent (and title, if any)

LESSOR

Signature of Lessor's Agent

Printed name of individual signing _____

Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) are also shown below:

Drivers license of individual signing _____ State _____ Expiration date _____

Other ID if no drivers license _____ E-mail address (if any) _____
Date of signature 27 AP 2007 Vehicle license: state and number _____

J & H Storage
PO Box 68
Livingston, TX 77351
327-3052

NOTICE TO TENANT AND RELEASE

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge date(s) in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Tenant will furnish own lock. NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE - REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE SMOKE DUST WATER WEATHER INSECTS

CALCULATION OF INITIAL PAYMENT

- 1. Current month's rent \$ 70⁰⁰
- 2. Additional rent (thru _____, _____) \$ 0
- 3. Non-refundable administration fee \$ 0
- 4. Deposit (see para. 39 for refund procedures).... \$ waived
- 5. Other \$ 0
- 6. Sales tax \$ 0



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Tenant's last name (or name of business if Tenant is a business) Polk Co Auditor's Ofc First name Initial(s) Date of birth

Tenant's mailing address for notices (P. O. Box or street address with apt number, city, state, and ZIP code) 516 W Church Hwy 1X 77351 Employer's name

Tenant's Soc. Sec.# (or Tax ID# if Tenant is a business) Tenant's home phone Tenant's work phone Tenant's cell phone

List person(s) with same access and lock cutting rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space number, and account status.

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant.

2. TENANT INFORMATION. Tenant [] is or [] is not [check one] in the military. If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] [] in the reserves or National Guard or [] on active duty.

3. TENANT'S SPACE. Space number(s): J-20 Approx size(s) (exact dimensions may vary): 10x20

4. DOLLARS AND DATES. Tenant's security deposit is \$ waived (Tenant's right to occupy the space begins 27 APR 2007) and continues on a month-to-month basis, subject to paragraph 9.

- (a) Rent \$ 70.00 per month (b) Monthly rental due date 27th of month (c) Initial late charge if rent not received by ___ days after due date \$ 0 (d) Subsequent late charge if rent not received by ___ days after due date \$ 0 (e) Returned check charge (including bank charges, mail costs, time and overhead) \$ 25 (f) Charge for returned mail (not providing address change)...\$ (g) Charge for Lessor's locking of space when Tenant's lock is missing...\$ (h) Charge per day if Tenant fails to lock after 7-day notice...\$ (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32...\$ (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f)...\$ (k) Charge for sending statutory notice of claim for unpaid sums (including mail costs)...\$ (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs).....\$ (m) Charge for conducting foreclosure sale at public auction for nonpayment...\$ (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs).....\$ (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate—paragraphs 10, 37, and 39(c)...\$

5. PAYMENTS AND NOTICES. Payments [] may or [] may not [check one] be made in cash. Payments [] may or [] may not [check one] be made by personal or company check. Payments [] may or [] may not [check one] be made by credit card.

6. SPECIAL PROVISIONS. No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

- 7. COPIES AND ATTACHMENTS. Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]: [] Vehicle/trailer addendum (form) [] Supplemental rules, dated _____ [] Form for change of Tenant address, phone [] Boat addendum (form) [] Insurance application (Tenant option) [] Spanish copy of lease (informational only) [] Other addendum, dated _____ [] Move-out notice (form) [] Other _____

TENANT X [Signature] Signature of Tenant or Tenant's authorized agent (and title, if any)

Printed name of individual signing

Drivers license of individual signing State Expiration date

Other ID if no drivers license E-mail address (if any)

Date of signature 27 Apr 2007 Vehicle license: state and number

LESSOR [Signature] Signature of Lessor's Agent

Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below.

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CALCULATION OF INITIAL PAYMENT

- 1. Current month's rent\$ 70.00 2. Additional rent (thru _____) \$ 0 3. Non-refundable administration fee\$ 0 4. Deposit (see para. 39 for refund procedures)....\$ waived 5. Other\$ 0 6. Sales tax\$ 0