

VILLA STORAGE

Lease Agreement

Mailing address: P.O. Box 135 Eagle Lake, Texas 77434

346.464.1765

This Agreement made between Villa Storage, LLC., hereinafter referred to as "LANDLORD" and the renting party, hereinafter referred to as "TENANT".

Landlord will endeavor to protect all personal property on the premises, but in no way accepts or assumes any responsibility for the loss or damage of or to said property resulting from accident(s), criminal act(s), act(s) of God/Nature, wildlife (varmints, insects, etc.) or damage of any kind to said property which is voluntarily placed on Villa Storage property by Tenant.

Tenant hereby releases Landlord and its owners and agents from all responsibility related to all damage resulting from accident(s), criminal act(s), act(s) of God/Nature, wildlife (varmints, insects, etc.) or damage of any kind to said property which is voluntarily placed on Villa Storage property by Tenant.

STORAGE RULES AND POLICY

- 1. RENT:** All rent due by, and payable on, the 1st of every month. Payments made after the 1st of the month are late.
- 2. LATE FEES:** \$10.00 late Fee charged after the 5th day of every month.
- 3. LOCK OUT:** After the 15th day of late payment, Tenant will have no right to access Villa Storage property. Access to be restored upon payment in full (including all applicable fees and penalties).
- 4. CLEAR OUT:** After the 30th day of non payment, Tenant agrees Landlord has the option to have all items removed from property at the expense of the Tenant.
- 5. ACCEPTED FORMS OF PAYMENT:** Cash, Card, Venmo, and CashApp
- 6. NOTICE REQUIRED:** Landlord must be provided at least 30 days notice of Tenant's intent to vacate. Failure to provide proper notice will result in the next full month's fee.
- 7. Tenant** agrees that, at the expiration of the term of this lease, the rented premises will be returned in as good of condition as when originally rented, normal wear accepted.
- 8. Tenant** agrees not to loan, allow usage, sublet, or assign the whole, or any part of the premises.
- 9. Tenant** shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character, which might be considered hazardous by a responsible insurance company.
- 10. The lessor** (landlord) has a lien on the property stored in a leased bay the day the rent is unpaid and due. The property stored in the leased space may be sold to satisfy the lien if the occupant is in default, as per TEXAS PROPERTY CODE TITLE 5. EXEMPT PROPERTY AND LIENS SUBTITLE B. LIENS CHAPTER 59. SELF-SERVICE STORAGE FACILITY LIENS.
- 11. Any insurance** protecting personal property stored within the storage space must be provided by the Tenant. Tenant understands that Landlord hold NO INSURANCE protecting any stored items.

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12. Tenant understands that a violation of this Lease Agreement is immediately actionable by Landlord upon occurrence.

COVENANTS, CONDITIONS, AND AGREEMENTS:

As a further consideration for the use and occupancy of said premises, the parties hereby agree to faithfully keep and be bound by the following covenants, conditions, and agreements.

- **Hours of operation:** Gates will be unlocked at 9am and locked at 6pm daily.
- Access (by lock code) will be allowed outside of the hours of operation by appointment. No access will be allowed before 7am or after 7pm.
- The premises are to be kept in a clean and sanitary condition by Tenant and all debris or other garbage which may accumulate thereon during the term are to be removed, and, in case of failure to remove the same, Landlord may collect as rent due and in arrears double the cost of removal.
- No items or articles will be stored inside the unit space leased to Tenant that is not agreed to by Landlord.
- Flammable liquids, used tires, or unsightly items may not be stored around space.
- No alcoholic beverages or illegal substances may be brought or consumed on the premises.
- No person, under the influence of alcohol or illegal drugs, or who is clearly impaired, or who presents a danger to themselves or others due to the use of illicit substances, will be permitted on the property.
- No celebrations, loud noise, obnoxious behavior, unreasonable odors, or unruliness are allowed on the premises at any time.
- No abusive language, physical abuse, or offensive act of any kind toward any person will be tolerated on the premises.
- No business, other than that of Villa Storage, shall at any time be carried on, upon, or from said premises.
- Landlord expressly reserves the right to enter upon the premises, at reasonable times, for the purpose of making necessary inspection, repairs, or to show the same to prospective purchasers or lessees, and may display normal business signage thereon.
- It is further agreed that the terms and conditions of this Lease Agreement shall in no way be changed or altered, except by a writing signed by all of the parties hereto; and if the said Tenant cancels lease, Landlord has the right to reinstate lease, if Tenant left in good standing, and wishes to come back to the facility. At the option of the Landlord, such holding over may be held and deemed a renewal of this Agreement and is the same as though a new Agreement of leasing, identical with this, had been executed and delivered by the said parties.
- The conditions of this Agreement shall extend to the heirs, administrators, executors and/or successors of all parties hereto.