

**Rockytop RV and Boat Storage**  
**1665 CR 269**  
**Leander, TX 78641**  
**512-259-4461**  
**www.rockytoprvandboatstorage.com**

**RENTAL AGREEMENT**

Space:    Code:

This rental agreement is entered into pursuant to Chapter 59 of the Texas Property Code, between **ROCKYTOP STORAGE** "Lessor", and \_\_\_ "Tenant", as further identified at the end of this rental agreement, executed at the facility's location on the date specified. In consideration of the covenants to be performed by Tenant, Lessor agrees to rent storage space to Tenant subject to the following terms and conditions.

**Terms**

1. This agreement will commence on the date executed and will automatically renew on a month-to-month basis until terminated in accordance with terms of this agreement. The term will be month-to-month beginning on the first day of each month thereafter. We require a 30 day notice when Tenant is ready to vacate the space.

**Rent**

2. Tenant agrees to pay rent and other charges in advance and without demand at 1665 County Road 269, Leander, TX 78641. All payments from Tenant to Lessor will first be applied to nonrent obligations of Tenant, then to rent. Lessor reserves the right to change the monthly rental fee or to require the payment be made in cash, cashier's check, or other certified payment.

**No Statements**

3. Tenant agrees that payment is not contingent on receipt of any statement or request for payment from Lessor and that, in the event Lessor sends a statement, it is sent only as a courtesy and not as an obligation.

**Returned Check**

4. If any check given to Lessor by Tenant or other person on Tenant's behalf is returned uncollected by a bank for any reason, Tenant agrees to pay a returned check charge in the amount specified.

**Change of Information**

5. Tenant agrees to notify Lessor by written notice, signed and dated, within 10 days of any change of Tenant's address, telephone number, or other information that deviates from the information provided by Tenant in this agreement. Actual notice to Lessor is required. An address printed on an envelope or check is not notice to Lessor of change of address for purposes of enforcement of Lessor's lien or other notices sent by Lessor.

**Termination by Lessor**

6. Lessor may terminate this agreement without cause by giving Tenant 30 day's written notice of intent not to renew the rental.

**Abandonment**

7. Tenant agrees that the space will be conclusively deemed abandoned when Lessor has a reasonable belief that Tenant has abandoned the space. Tenant requests Lessor, as agent for Tenant, to discard or otherwise dispose of any property left in or around the abandoned space and to hold Lessor harmless from liability for disposal of property. Tenant forfeits any deposit on abandonment.

**Damage**

8. Tenant will pay to Lessor the cost of repairing any damage, except normal wear and tear, to the space or the facility caused by Tenant, Tenant's employees, agents, assigns, invitees, family or servants.

**Prohibited Use**

9. Tenant will use the space for storage only and will not store any property that Tenant does not have the legal right to possess. Tenant agrees to abide by Lessor's decision regarding prohibited use of the space. Tenant will not store any of the following in the space: asbestos, explosives, fireworks, ammunition, paint, gasoline, oil, fuel, grease, flammable, combustible, chemical, odorous, corrosive, pollutant, toxic, or other inherently dangerous or hazardous materials or waste; marijuana or other controlled substances; tires, batteries, weapon prohibited by law; produce, grass or debris from yard or construction activity; liquids; any creature or organism; dead animals or carcasses; or any property or controlled substance that violates any order or regulation of the Board of Health, Fire, Police, Sanitation or other governmental body.

The space must not be used for the following purposes or activities without permission from Lessor: parties, flea markets; garage sales; musical concerts or practice; lodging or sleeping; cooking; selling directly from the space;

spraying paint; sanding; using power tools; welding; automotive repair or maintenance; building floats; or any other activity that creates a nuisance, damages the facility, or violates any local, state, or federal ordinance, zoning, code or law. Tenant will not interfere with, annoy, or disturb other Tenants and will not store or do anything that may jeopardize the health or safety of any persons or property on the premises. Tenant agrees not to bring pets on the premises.

#### **No Alteration**

10. Tenant will not alter or modify the space in any manner without express written consent from Lessor. If Tenant causes any item to become affixed to any structure of facility, the item will automatically become the exclusive permanent property of Lessor without liability to Tenant for its cost for any reason, including without limitation, removal by Lessor.

#### **Breach**

11. If Tenant breaches any covenant or condition of this agreement, Tenant gives Lessor the option to terminate the agreement immediately and Tenant agrees to vacate the space and facility within 24 hours of oral or written notice of termination by Lessor.

#### **Default**

12. Time is of the essence in this agreement. The following will be deemed to be events of default by Tenant under this agreement:
  - a. Payment for rent or any charge is not received at Lessor's office when due and payable;
  - b. Tenant fails or refuses to timely comply with any one or more of the terms, conditions, or covenants of this agreement;
  - c. Tenant abandons the space;
  - d. Tenant fails to timely give notice of change of address and telephone number;
  - e. Tenant gives false information regarding his identity, address, telephone or business; or
  - f. Tenant is the subject of legal action concerning the right to use and occupy the space.

#### **Lessor's Remedies**

13. If Tenant is in default or breach of this agreement, Lessor may choose any one or all of the following remedies without prejudice to any other remedy and without additional notice to Tenant:
  - a. Deny Tenant access to the space or the facility;
  - b. Charge a late fee;
  - c. Terminate this agreement by giving Tenant three days' written notice to vacate;
  - d. Enforce the lien granted to Lessor under Chapter 59 of the Texas Property Code by seizing and selling the property under a judgment of a court of competent jurisdiction that forecloses the lien and orders the sale of property to which it is attached;
  - e. Charge attorney's fees, cost, and an eviction fee to compensate Lessor for time, inconvenience, and overhead for filing and eviction suit;
  - f. Enforce the contractual landlord's lien granted in this agreement by seizing and selling the property according to the procedures in Chapter 59 of the Texas Property Code. Chapter 59 of the Texas Property Code requires that:
    - (1) Lessor will deliver to Tenant written notice of the claim, which contains: (a) an itemized account of the claim; (b) the name, address, and telephone number of the Lessor or Lessor's Agent; (c) a statement that the contents of the self-service storage space have been seized under the contractual landlord's lien; and (d) a statement that if the claim is not satisfied before the 15<sup>th</sup> day after the day that the notice is delivered, the property will be sold at public auction. Notice by mail is considered delivered when the notice, properly addressed with postage prepaid, is deposited with the United States Postal Service.
    - (2) If Tenant fails to satisfy the claim before the 15<sup>th</sup> day after the day that the notice is delivered in person or mailed by certified mail to Tenant's last known address, Lessor will publish or post a notice advertising the sale. The notice will include: (a) a general description of the property; (b) a statement that the property is being sold to satisfy a landlord's lien; (c) The Tenant's name; (d) the address of the facility; and (e) the time, place, and terms of the sale. Notice will be published once in each of two consecutive weeks in a newspaper of general circulation in the county where the facility is located, or if there is no newspaper of general circulation in the county, Lessor will post a copy of the notice at the facility and at least five other conspicuous locations near the facility.
    - (3) If notice is by publication, Lessor may not sell the property until the 15<sup>th</sup> day after the day that the first notice is published. If notice is by posting, Lessor may sell the property after the 10<sup>th</sup> day after the notices are posted.
    - (4) The property will be sold at public sale to be held at ROCKYTOP STORAGE, 1665 County Road 269, Leander, and Williamson County, Texas. The sale will be conducted according to the terms specified in the notice of sale. Sale will be made to the high bidder, although Lessor retains the right to reject all bids, and to withdraw items of property from the sale. Property may be sold item-by-

item, in groupings, or by the entire space at Lessor's option. Sale may be by oral or written bid. Tenant gives Lessor the right to dispose of remaining property in any manner Lessor sees fit after Lessor has complied with Chapter 59 of the Texas Property Code. If no bids are received on any part or all of the stored property, Lessor may dispose of the property in any manner whatsoever, including disposal in trash cans.

- (5) Lessor will deliver written notice of any excess proceeds of the sale to Tenant's last known address and deliver any excess to Tenant if requested in writing by Tenant within two years of the sale. If the excess proceeds are not claimed within two years after the date of the sale, they will become property of the Lessor.

#### **Redemption**

14. Tenant may redeem property by paying all sums due before the time a bid is accepted by Lessor at the foreclosure sale. Lessor has no duty of bailment or safe keeping for redeemed property. Tenant agrees to remove the redeemed property immediately on redemption. If Tenant fails to remove the redeemed property immediately, Tenant will pay rent at triple the regular rate for any space plus all other applicable fees set forth in this agreement.

#### **Lessor Not Liable**

15. Lessor is not liable to Tenant for injury or death as a result of tenant's use of the rented space or the facility. Lessor does not take care, custody, control, possession, or dominion over Tenant's property and does not provide protection for Tenant, the space, Tenant's property, or the facility. Lessor has no obligation or liability to Tenant, Tenant's invitees, family, employees, agents, or servants for loss of or damage to persons or property due to conduct or negligence of other Tenants or third parties; the active or passive acts or omissions or negligence of the Lessor or Lessor's agents or employees; theft; vandalism; acts of God; pests; fire; smoke; explosions; moisture; water; weather; injunction; riot; court order; or any other cause whatsoever.

#### **Indemnity**

16. Tenant agrees to indemnify, defend, and hold Lessor harmless from any and all fines, levies, losses, claims, demand, causes of action, costs, including attorney's fees, or other proceedings arising directly or indirectly from this agreement or the use of the space or facility by Tenant or Tenant's agents, employees, invitees, or family, or guests. Tenant's obligation for indemnity specifically includes costs, fines, or penalties arising out of the storage or disposal of any toxic or hazardous material.

#### **Subletting**

17. Tenant will not sublet any portion of the space or assign this agreement without advance written permission of Lessor.

#### **Condemnation**

18. If during the term of this agreement, the space can be taken for any public or quasi-public use under any statute or by right of eminent domain or purchased under threat of such taking, this agreement will terminate on the date the condemning authority or purchaser takes possession of the space. Any rent paid in advance for an unused term will be adjusted on a pro rata basis. Tenant will have no interest of any kind in any sale or condemnation proceeds.

#### **Attorney's Fees**

19. If Lessor institutes any proceeding arising from any covenant or condition of this agreement, Tenant agrees to pay Lessor's reasonable attorney's fees costs of court, and other expenses associated with the proceeding unless Lessor is found to have acted with malicious intent or gross negligence. Lessor will be entitled to pre and post-judgment interest at the highest legal rate.

#### **Access**

20. Tenant agrees to abide by access controls established by Lessor and to carry proper identification when on the premises. Tenant acknowledges that access to the facility may vary and access controls may fail from time to time. Tenant does not rely on any visible or implied access controls for security and agrees to take full responsibility to safeguard Tenant's property regardless of whether access is controlled.

#### **Subordination**

21. Tenant accepts this agreement subject and subordinate to any and all mortgages, liens, leases, or deeds of trust in existence at the time of execution of this agreement, subsequently amended, renewed or extended, or which may hereafter exist. Tenant gives Lessor power, as Tenant's agent, to subordinate this agreement to any mortgage, lease, deed of trust, or other lien hereafter placed on any part of the facility. Tenant agrees that, in the event that the facility, or any part of the facility, is sold, including sale through foreclosure, Tenant will attorn to the purchaser. In that event,

Tenant agrees to recognize the purchaser as Lessor under this agreement and, at any time requested by the purchaser, to execute and deliver any documents that may be necessary to evidence attornment.

**Subrogation**

22. Tenant agrees that the insurer of Tenant or Tenant's property located at the facility will not be subrogated to any claim that Tenant may have against Lessor, Lessor's agents or employees, and releases Lessor from all liability for all claims covered by Tenant's insurance.

**Severability**

23. Whenever possible, each provision of this agreement will be interpreted in a manner so as to be effective and valid under applicable law. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect and will in no way be affected, impaired, or invalidated.

**Texas Law to Apply**

24. This agreement will be governed and construed in accordance with the laws of the State of Texas, and venue will be in Williamson County, where the facility is located.

**Insurance**

25. Tenant stores property at Tenant's own risk. Tenant agrees to purchase and maintain insurance coverage, at Tenant's expense, for 100 percent of the replacement cost of Tenant's stored property for the benefit of both Lessor and Tenant. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss that would be covered by such insurance. \_\_\_\_\_ (Tenant's initials)

**No Warranties**

26. Tenant acknowledges that he or she has inspected the space and facility is suitable for his or her purposes, as is and with all faults. Tenant agrees that Lessor does not represent or guarantee the safety or security of the property stored and has no duty of safety or security of any kind under any circumstances. \_\_\_\_\_ (Tenant's initials)

**Rental Information**

46. Space No. \_\_; Approx. Size \_\_; Monthly Rent \$ \_\_, due on the 1<sup>st</sup> day of each month after proration.  
Late Charge \$ \_\_15 \_\_, accrues on the 10<sup>th</sup> day of each month. Returned check charge \$ \_\_25 \_\_

**Amount Received**

47. Total in \$ \_\_\_\_\_ Cash or \_\_\_\_\_ Check: \$ \_\_\_\_\_ Visa/ MC \_\_\_\_\_

I acknowledge that I have read, understand, and agreed to all the terms, covenants, and conditions contained in this agreement and have not relied on any advertisements or oral statements not contained in this agreement. By signing below, I agree to be personally responsible for all obligations of this agreement. \_\_\_\_\_ (Tenant's Initials)

**Please print the information below.**

Name: \_\_\_\_\_ Home phone: \_\_\_\_\_

Address: \_\_\_\_\_ Cell phone: \_\_\_\_\_

\_\_\_\_\_ Birthdate: \_\_\_\_\_ DL# & State \_\_\_\_\_

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

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

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_

Name, Address, and Phone # of Person with Lien on Stored Property:

\_\_\_\_\_

I warranty that all information given by me in this agreement is correct and complete at the time of execution and that I have the full authority to legally obligate and bind the Tenant in this Agreement.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Williamson County, Texas.

**TENANT**

Make \_\_\_\_\_

\_\_\_\_\_  
Tenant's signature

Model \_\_\_\_\_

\_\_\_\_\_  
Tenant's name printed

Color \_\_\_\_\_

**LESSOR**

License # \_\_\_\_\_

\_\_\_\_\_  
Signature of lessor's agent

Stacy and Joanie Shamblin, Owners  
ROCKYTOP STORAGE  
1665 County Road 269  
Leander, TX 78641  
512-259-4461

**All payments to be mailed to:**  
ROCKYTOP STORAGE  
P.O. Box 2045  
Leander, TX 78646

**Auto Pay Information:**

\_\_\_\_\_ I give Rocky Top Storage permission to auto pay my monthly rental fee.

\_\_\_\_\_ I give Rocky Top Storage permission to make a one-time charge.

Card # \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_ 3 digit code \_\_\_\_

Mailing address for card: \_\_\_\_\_

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

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