

CONTRACT FOR RENTAL OF STORAGE UNIT
Tucker & Tucker Investments LLC, PO Box 484 Welch, OK 74369

Unit #: _____ Rent: \$ _____ per month. Date contract entered in: ____/____/____

Late Charge: \$10.00 per each month late. Returned Check Charge: \$35.00

Tenant full legal name: _____ Phone () _____

Tenant full legal name: _____ Phone () _____

Address _____ City _____ State _____ Zip _____

Email _____ Auto Make _____ Model _____ Year _____

Emergency Contacts: Name _____ Name _____

Phone () _____ Phone () _____

READ AND INTIAL TO AKNOWLEDGE YOU HAVE READ AND FULLY UNDERSTAND.

PERIOD OF RENTAL AGREEMENT: Tenant understands that this is a month to month rental agreement and is for the period starting when first payment is made and contract is signed. Tenant must give a full thirty day notice to terminate contract and is responsible for payment during this time.

RENTAL OF SPACE:

Tenant understands this is a self-storage facility. It is further understood and agreed that tenant has been given an opportunity to inspect and has inspected the storage unit, and that tenant accepts the storage unit as is and with all faults.

PERIOD OF OCCUPANCY:

Tenant understands that this is a month-to-month rental contract. Tenant must give a full thirty day written notice to terminate contract and is responsible for payment for storage until end of the thirty days and all property is removed.

RENT:

Tenant shall pay to owner on or before the **1st day of every month**. All rental payments accepted in cash, money order, properly drawn checks or credit card and shall be made to owner by mail at the address set forth above, in drop box located at 108 S St Louis Street, Welch, OK or online with a credit card via owner web page. Tenant agrees to pay a late charge for rent received after 5:00 p.m. on the 10th day of the month for which it is due. If a check is returned uncollected, payments represented by it shall be considered delinquent on the date originally due and shall be subject to the returned check charge set forth above. If rent is not received after thirty days the unit will be over-locked and owner will be notified. Once rent and fees have been received, the unit will be unlocked. Owner may increase the rent by notifying tenant in writing of the increase at least thirty (30) days prior to the first day of the month for which increased rent is due. Tenant shall pay the increased rent from the date it becomes effective. If tenant is unwilling to pay the increased rent it may terminate this rental agreement by giving thirty days written notice and by vacating the unit within that period. **NOTICE:** All personal property stored in the storage unit (s) will be sold or otherwise disposed of if no rental payment has been received in accordance to Oklahoma Self Storage Act.

INSURANCE:

The property stored, or to be stored is not insured by the owner against loss or damage and it is the tenant's responsibility to insure the property stored.

RISK OF LOSS OR DAMAGE:

Owner shall have not liability for damage or loss of property placed in storage unit caused by heat, cold, moisture, theft, vandalism, fire, water, winds, tornado, dust, rain, flooding, ice, snow, earthquakes, explosion, rodents, insects, vandalism or theft or any other cause whatsoever. Owner shall not be liable to tenant or tenant's invitees for personal injuries or damage to Tenant's property caused by any act or negligence of owner or any other person on the premises. Tenant hereby agrees to indemnify and to hold harmless owner from any and all claims, including claims for which owner is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from tenant's use of the storage unit.

USE OF STORAGE SPACE:

The storage unit shall not be used for any unlawful purpose and shall be kept in good condition by tenant. Tenant shall not use the storage unit to store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious, or other inherently dangerous materials. Tenant shall not use the storage unit for residential purposes. Tenant shall not use the storage unit for active storage, i.e., manufacture, fabrication or maintenance. Tenant warrants that all items placed by tenant in the storage space shall be tenant's own property or property which tenant is legally entitled to possess. Tenant must keep tenant's storage unit locked and provide his own lock and key. Tenant may place only one lock on the storage unit and hereby authorized owner to remove any additional locks on the storage unit. Tenant shall not place any property or material outside the storage unit. Any property or material found outside the storage unit shall be conclusively presumed to be abandoned and may be disposed of by owner without notice or liability to tenant. Tenant shall not make any alterations to the storage unit, nor post any signs without the express written consent of owner. Rummage sales on premises of the storage facility are forbidden without prior written consent from owners. No property, trash or any kind of debris will be left outside the unit at any time.

OWNER'S RIGHT TO ENTER, INSPECT, REPAIR:

Upon the request of owner, its agent or employees, tenant shall provide the owner, its agents or employees, access to the storage unit for the purpose of inspection, repair, alteration improvement, or to supply necessary or agree services. In case of an emergency, owner, its agents or employees may enter tenant's storage unit for any of the above stated purposes without notice to or consent from tenant and owner retains the right to remove the property in the storage unit to another space or facility. For the purpose of this paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

DEFAULT BY TENANT:

In the event that tenant does not pay storage fees, owner shall have a lien on all property stored by tenant in the storage unit for all rent, labor charges, or other charges, present or future, including attorney's fees and costs, in relation to the storage space or property and for all expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition pursuant to Oklahoma Self Storage Facility Lien Act, or as amended hereafter.

EXCLUSIONS OF ALL WARRANTIES:

Tenant agrees that owner, its agents and employees have not made and make no representations of warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever related to the storage unit and facility. Owner's, its agents', and employees' oral statements do not constitute warranties, and shall not be relied upon by the tenant, nor shall any of said statements be considered a part of this rental contract. The entire agreement and understanding of the parties is hereto embodied in this writing and no other warranties are given beyond those set forth herein. It is further understood and agreed that Tenant has been give an opportunity to inspect and has inspected the storage unit, and that tenant accepts the storage unit as is and with all faults.

MISCELLANEOUS:

- A. Tenant is aware that owners are not available outside of normal office hours without prior appointment made during office hours and all inquiries, issues, or questions can be addressed during those normal office hours only. With the exceptions of emergencies. Business hours are from 9:00-5:00 Monday thru Friday.
- B. Storage unit should only be accessed during daylight hours and owners should be notified if access will be needed any other time.
- C. If any provision of the rental contract is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the rental contract.
- D. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto. The provision of the rental contract, and the rights of the parties hereto, shall be construed in accordance with the applicable laws of the State of Oklahoma
- E. No express or implied waiver by owner of any breach or default by tenant shall constitute a waiver of any additional or subsequent breach or default by Tenant, nor shall it be waiver of any of owner's rights hereunder.
- F. No subletting of the storage unit or any portion thereof or assignment of this rental contract by tenant is permitted.
- G. The captions appearing in this rental contract have been included only as matter of convenience, and shall in no way be interpreted to define, limit, construe or describe the scope or intent of any of the provisions of this rental contract, nor in any way to affect this rental contract.
- H. This rental contract contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought on any and all matters arising out of this Rental Agreement or the use of occupancy of the Storage Space.

IN SIGNING THIS CONTRACT THE TENANT AGREES THAT THEY HAVE COMPLETED, READ, INTIALED AND AGREES TO ABIDE BY ANY AND ALL TERMS STATED IN THE CONTRACT.

TENANT

DATE

TENANT

DATE

TUCKER & TUCKER INVESTMENTS LLC

DATE