

Mannford Mini Storage

MINI-STORAGE RENTAL AGREEMENT

www.mannfordministorage.com

Gate Code. _____
Building No. _____
Storage Unit No. _____
Vehicle Space No. _____

THIS RENTAL AGREEMENT, executed in duplicate in the County of Creek, State of Oklahoma, on this ____ day of _____, _____, between MANNFORD MINI STORAGE ("Lessor") and _____ ("Lessee"), IT IS AGREED between the parties hereto, as follows:

1. PREMISES. Lessor hereby leases to Lessee, and Lessee leases from Lessor, upon the terms and conditions hereinafter set forth, Building No.____, Storage Unit No.____, Vehicle Space No.____, in a complex known as MANNFORD MINI STORAGE located at 36293 W. Hwy. 51, Mannford, OK 74044, in the County of Creek, State of Oklahoma, to be used solely for the purpose of storage of Lessee's personal property not otherwise prohibited by this Agreement.
2. TERM. The term commences on the date of this Agreement, and will be for a period of ____ months, ending on the ____ day of _____, _____. \$ _____ has been paid with the execution of this Agreement which sum represents rent for the first full month of the term of this Lease, plus any partial monthly rent due for the current month and a non-refundable set-up fee of \$10.00.
3. RENTAL. Commencing on _____, _____, rent shall be payable monthly in advance at the rate of \$ _____ per month, payable on the first day of each and every month at the address of the Lessor, as set forth below. Lessor and Lessee agree that partial tenders of rent, even though accepted, shall not constitute payment in full. Endorsement by Lessor of checks marked "paid in full" or with terms of similar import shall not constitute acceptance of said markings or a waiver of the right to collect all amounts due hereunder.
4. ALTERATIONS. Lessee shall not make or suffer any alterations to the premises without written consent of Lessor. Lessee accepts the premises in good sanitary order, condition and repair, and Lessee shall keep the premises in such good sanitary order, condition and repair.
5. NON-LIABILITY OF LESSOR FOR DAMAGES OR LOSS. This Agreement is made on the express written condition and covenant; that all property kept, stored or brought on Lessor's premises shall be at Lessee's sole risk and Lessor and its agents shall not be responsible or liable in any event for the theft of Lessee's property, or damages thereto, caused by fire, water, or any other cause whatsoever, whether such property be stored by Lessee in the above numbered unit or left anywhere upon the premises of the Lessor. For the purpose of this section, any property brought upon the Lessor's premises by Lessee, shall be considered the property of the Lessee, whether or not title or ownership to the same be by Lessee. Further, Lessee hereby agrees to indemnify and save Lessor harmless from all loss, costs, damage, claim, liability, or expense, including without limitation, reasonable attorney fees, arising out of or resulting from any death, injury, or claim, or injury to any person (including without limitation, Lessee and Lessee's guests or invitees) or any damage to or claim of damage to or loss whatsoever of any property (regardless of who may own the same) suffered or received in, about, or upon the leased premises. or any portion thereof, or due to any acts thereon or things stored therein, at any time during the term hereof, or while Lessee continues to occupy the leased premises or any portion thereof, except where such loss, cost, damage, claim, liability, or expense arises out of the gross negligence or willful act of Lessor, its agents or employees.

LESSEE HEREBY SPECIFICALLY ACKNOWLEDGES THAT LESSEE HAS READ AND UNDERSTANDS THE ABOVE PARAGRAPH 5, AND REALIZES THAT LESSOR IS NOT LIABLE FOR ANY LOSSES OR DAMAGE TO LESSEE'S PROPERTY, EVEN IF RESULTING FROM ANY NEGLIGENCE BY LESSOR, UNLESS LESSOR IS GUILTY OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. LESSEE FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN ADVISED THAT LESSEE MAY PURCHASE INSURANCE AT LESSEE'S EXPENSE. LESSEE FURTHER ACKNOWLEDGES THAT THIS PARAGRAPH AND PARAGRAPH 5 ABOVE HAVE BEEN SPECIFICALLY POINTED OUT BY LESSOR._____

(Lessee's initials)

6. ACCESS. Lessor shall have the right to enter into and upon the premises at reasonable times for the purposes of inspecting the same or making such repairs or alterations thereon as may be necessary for the safety and preservation thereof; to determine whether Lessee has conformed to the terms and provisions of this Agreement and all laws applicable to the premises and the occupancy thereof and to permit inspection by the representatives of appropriate governmental agencies. Lessor shall afford access to the storage unit to Lessee and those persons designated by Lessee in the space provided below as persons authorized to store or remove items during operating hours determined by Lessor from time to time.
7. KEYS. Lessee shall retain a key to the premises and unlock the premises at all reasonable times for the purposes stated in Paragraph 6 above.
8. LESSOR'S LIENS. In addition to such liens and remedies provided by law, which shall be cumulative herewith, Lessor is hereby given a lien upon all Lessee's property now or at any time hereafter stored in the above leased space or left anywhere on the premises of Lessor. In case of default in payment of rent by Lessee or any other covenant of Lessee, Lessor is authorized, in addition to any other rights and remedies provided by Paragraph 12 and applicable law, to seize and take possession of said property, to store at the expense of Lessee or to sell same at public or private sale upon such notice as required by law, and in the event of sale, to apply such portion of the proceeds therefrom in payment of rent or other indebtedness hereunder of Lessee to Lessor, as is necessary to pay same, and recover any deficiency from Lessee. Lessee shall be liable for all costs reasonably incurred by Lessor in exercising its rights under this paragraph, including reasonable attorney fees regardless of whether litigation is commenced. Lessor shall also be liable for any disposal fees paid by Lessor to dispose of any property with little or no resale value.
9. ASSIGNMENT. Lessee shall not assign, lease or sublease the premises or any portion thereof, without the written consent of Lessor.
10. WASTE OR NUISANCE. Lessor shall not commit, nor suffer to be committed, any waste upon the premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenants in any of the buildings on the premises or damage; injure, take or destroy the property of others including the property of the Lessor and its other Lessees. Lessee agrees to wholly indemnify Lessor from any act by Lessee or its invitees in violation of this paragraph.
11. PROHIBITED ITEMS. Lessee shall not have any vehicle on the property of Lessor except for the purpose of loading and unloading, or for the purpose of storage, provided said vehicle is stored in a vehicle storage space leased by Lessee. Any vehicle otherwise left on the property of Lessor by Lessee shall be towed away at the expense of Lessee. Lessee shall not use the premises for any unlawful purpose. The storage of any property not wholly owned or legally possessed by Lessee, or of closed containers (e.g. buckets, cans, drums, tanks), flammable, explosive, or dangerous material, illegal drug, tires, batteries, gas, oil, toxic waste, or hazardous substance (as defined by 42 U.S.C.A. § 9601 (14) (West Supp. 1994) is expressly prohibited.
12. REMEDIES. Time is of the essence of the payment of each and every payment of rent due on the above numbered storage unit and the performance of all covenants and conditions by Lessee. In the event that any payment of rent shall become due and is unpaid by the fifth day of the month or if any default shall be made in any of the covenants herein contained, or in the event that the Lessee abandons the premises, the Lessor shall have the right, in addition to those rights provided by Paragraphs 8 and by applicable law, to remove the lock thereon, if necessary, and to reenter the premises and remove all persons or property therefrom. In addition to the rights of Lessor as set forth above, in the event of a breach of this Agreement or abandonment of the premises by Lessee prior to the expiration of this Agreement, Lessor may, at its option, determine not to terminate this Agreement, in which event this Agreement shall continue in affect and Lessor may enforce all of its rights and remedies under the Agreement until either the expiration of the term or reentry by Lessor.
13. ATTORNEY'S FEES. In the event any action shall be instituted in court to enforce any covenant herein contained, or to recover any rest due or to recover possession of the premises for any default or breach of this Agreement by Lessee herein, Lessee shall pay such reasonable attorney's fees as maybe determined by the Court.
14. MISCELLANEOUS CHARGES. A late charge of \$10.00 shall be charged every ten (10) days on all accounts delinquent for five (5) days and a bad check charge of \$20.00 for any check returned to Lessor shall be charged as additional rent for the purpose of deferring expenses and costs of Lessor and additional record keeping, accounting, billing and other measures required to control and collect payment.
15. RETURN OF PREMISES. Upon the termination of this Agreement, Lessee shall leave the premises in a clean, sanitary condition and generally in the same condition as received, fair wear and tear resulting from normal use excepted. Lessee shall be liable to Lessor for any cleaning and/or repair costs necessary as a result of Lessee's failure to comply with this paragraph.
16. NOTICES. All notices or mailings by Lessor as required by this Agreement shall be conclusively presumed to have been received by Lessee when Lessor has mailed such notices or mailings by regular United States mail, postage prepaid, to the address stated below for Lessee, or to Lessee's agent at his address stated below, or any other address or addresses furnished by Lessee to Lessor, in writing. The failure or neglect of Lessee to inform Lessor of a new address for himself or his agent is and shall be the responsibility of Lessee and shall in no way affect the validity of any such notice or mailing by Lessor. All notices by Lessee to Lessor, shall be made by mail to the address of the Lessor as stated below, and in no event shall an oral conversation with any agent or employee of Lessor, constitute sufficient notice under this Agreement.
17. TERMINATION. In the event of the breach or default by Lessee of any of the covenants, conditions or terms of this Agreement, Lessor shall have the right to terminate this Agreement upon lets (10) days written notice to Lessee.
18. HOLDING OVER. In the event that Lessee shall hold over and retain possession of said premises upon the expiration of this Lease, then, in the absence of a written agreement signed by Lessor to the contrary, this lease shall convert to a tenancy at will from month to month and be cancelable by either party upon thirty (30) days written notice. The rental for such hold over shall be established by Lessor based on then existing short term rates in effect. All other terms and conditions of this Lease shall be applicable during the hold over period.
19. UTILITIES. Lessor shall not furnish any space conditioning, electric power, gas, water or other utility to the Lessee or for the premises.
20. INVALIDITY. Any provision of this Agreement determined to be invalid by a court of competent jurisdiction shall in no way affect any other provision hereof. The headings of each paragraph are for convenience only and shall not alter or amend the terms of this Lease.
21. BINDING EFFECT. All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives, successors and permitted assigns of the parties hereto.
22. WAIVER. No failure to exercise and no delay in exercising on the part of Lessor any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder or otherwise provided under any other agreement or by law or equity.
23. ENTIRE AGREEMENT. There are no other promises except as stated herein, and Lessee agrees not to rely on any oral promises of Lessor or its agents except if stated in writing. This Agreement may not be modified except in writing signed by the party to be charged thereby.
24. AMENDMENT OF TERMS. Lessor may unilaterally amend the terms of this Agreement by providing written notice to Lessee of such amendment at least thirty (30) days prior to the effective date of such amendment If Lessee does not agree tube bound by site amendment, Lessee shall as notify Lessor in writing, at least fifteen (15) days prior to the effective date of the amendment Upon receipt of such notification, this Agreement shall be terminated and Lessee shall return the leased premises to Lessor no Inter than she effective date of the amendment. Failure to notify Lessor in writing of Lessee's non-acceptance of the amendment shall be deemed to be an acceptance of the amendment.

LESSEE: _____

By: _____

Address: _____

Home Telephone: _____

Work Telephone: _____

Employer: _____

Driver's License No.: _____

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

LESSOR:MANNFORD MINI STORAGE

By: _____

Mail payment to: P.O. BOX 229
Cleveland OK 74020
(918) 865-4424
make payment online

www.mannfordministorage.com