



UNIT # _____
UNIT SIZE _____
MONTHLY RENT: _____
DATE OF RENTAL: _____

UNIT RENTAL AGREEMENT

While leasing unit, Tenant must provide Landlord with any changes to the contact information: address, phone #'s and email address

Name:		
Address:		
City:	State:	Zip:
Home phone:	Cell Phone:	Email Address:
Employer:	Address:	Phone #:

Alternate Contact: (person with a different phone number who knows how to contact you)

Alternate Contact Name:	
Address:	
City:	State: Zip:
Home phone:	Cell Phone:
Work Phone:	Email Address:

VEHICLE DESCRIPTION: COLOR MAKE MODEL

For what purpose will you be using the unit?	Personal	Business						
How did you hear about us?	Referral	Flyer/Coupon	Phonebook	Internet	DriveBy	Billboard Sign	Past Tenant	Other

UNIT ABANDONMENT AGREEMENT

IN THE EVENT TENANT BECOMES SIXTY (60) DAYS PAST DUE, AND HAS NOT MADE OR KEPT ARRANGEMENTS TO MOVE OUT, VACATE, OR PAY RENT AND FEES UP-TO-DATE, TENANT DECLARES UNIT ABANDONED AND AUTHORIZES MERRICK DRIVE STORAGE, LLC, TO SELL, AUCTION, DONATE OR DISPOSE OF AT THEIR DISCRETION ANY AND ALL ITEMS LEFT IN THE UNIT. TENANT FORFEITS ANY RIGHTS OF RECOURSE OR TO RECLAIM.

NO dumping of mattresses, couches, chairs, appliances, cabinets. Limit to one (1) bag of trash per customer. NO overfilling the dumpster. If the dumpster is full take your trash with you.

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

TENANT

DATE

RENTAL AGREEMENT POLICIES

This Rental Agreement ("Agreement") is between Merrick Drive Storage, LLC, an Oklahoma limited liability company ("Landlord"), and the person(s) or entity whose name and address are listed above ("Tenant"). By initialing the policies listed below and signing this Agreement, Tenant hereby agrees to the following terms and conditions:

PLEASE READ AND INITIAL EACH OF THE PROVISIONS LISTED BELOW:

- _____ I understand that I must provide the Landlord with any changes to the contact information listed on my rental agreement (address, phone #'s and email address); and that I will be denied access to my unit until current information is provided
- _____ I understand that rent is payable in advance and is due each month on or before the anniversary date of this Agreement, and will be considered past due after the close of business on the 3rd day following the due date.
- On the morning of the 4th day past due:
- my personal gate code will be deactivated
 - an over lock will be placed on my Unit
 - I will be charged \$3/per day until my account is paid in full
- _____ I understand that if my check used for payment is not honored by my bank, I will be charged \$25 in addition to the rent and any late charges that are due and an overlock will be placed on my Unit until my account is paid in full.
- _____ I understand that if the rent on my Unit becomes 30 days past due:
- a lien fee of \$60.00 may be charged to my account
 - Landlord will have the right to enforce a lien on all items in my Unit for the amounts I owe under this Agreement
 - Landlord will have the right to sell the items in my Unit at public auction
 - all amounts due must be paid in full before the scheduled auction date to avoid sale of my Unit's contents.
- _____ I understand that payments made to my past due account will be applied to the most past due balance (rent & late fees) and my account will be past due until the balance is paid in full.
- _____ I understand I must give Landlord at least 10 days notice before I vacate my Unit. At the time I vacate, I must leave my Unit clean and in its original condition; removing all items & trash, sweep my Unit and remove my lock. I will show or text a picture of my clean unit. I will be charged a \$50 fee for cleaning and/or removal of items from my Unit. If the lock remains on my Unit after the termination date, I will be charged \$5/day until it is removed. I understand that if I abandon or vacate my Unit and leave any items behind, Landlord has the right to take possession of these items.
- _____ I understand that unit rent is not pro-rated and no refund is given for early vacancy of unit.
- _____ I understand I am responsible for safeguarding the items stored in my Unit and keeping it locked at all times.
- _____ I understand I am responsible for providing insurance for all contents stored in my Unit and that Landlord has no legal obligation to provide any insurance.
- _____ I understand that I am financially responsible for any damage I cause to the Merrick Drive Storage property.
- _____ I understand that a \$50 fee will be charged to my account if I leave trash, litter, or other debris either inside or outside the fence surrounding the storage facility. I understand that I will be notified by phone or e-mail if a littering fee is charged to my account.
- _____ I understand that I cannot use my Unit as a residence or sleeping quarters, and that no garage sales or other sales of any sort are to be conducted from my Unit or facility.
- _____ I understand that I cannot sublease my Unit or any portion of my Unit or assign my rights of this Agreement.
- _____ I understand that I am prohibited from using my Unit for any unlawful purpose, or storing any illegal substances or hazardous materials, such as property that is flammable, explosive or dangerous. I agree not to store any food products or other perishables without prior written approval of Landlord.
- _____ I understand that I am responsible for protection against rodents and pest control within my unit.
- _____ I understand that no moth balls or items with an offensive or chemical odor may be placed or used in Unit.
- _____ I understand that Landlord may make changes in rent rates or policies if Landlord gives me 30-day advance written notice of such changes.
- _____ I understand that If I am in the military service, I will give Landlord written notice of my military service status when I sign this Agreement or directly prior to a period of active service.

Unit Rental Terms and Conditions

Terms of Lease: Storage units are leased on a month-to-month basis. The initial lease term will be one month, beginning on the date of this Agreement. This Agreement will be renewed automatically on a month-to-month basis if rent is received on or before the monthly anniversary date, unless either Landlord or Tenant gives at least 10 days notice of their intention not to continue this Agreement following the expiration of the current one-month term.

When this Agreement is terminated, Tenant must vacate the Unit on or before the last day of the current one-month term. When vacated the Unit must be clean and in its original condition; removing all items and trash, sweep the Unit and remove the lock. **Tenant must show or TEXT a picture of the unit clean.** Tenant will be charged \$50 fee for time spent by Landlord cleaning and/or removing items from vacated Unit. In addition to Landlord's other rights and remedies, Tenant shall be liable to Landlord for \$5/per day for each day that Tenant occupies and/or leaves the lock on the Unit after the termination date of this Agreement. During the entire lease period, Tenant must provide the Landlord any changes made to the contact information listed on the rental agreement including: tenant and alternate contact's home address, phone #'s and email address. Access to unit will be denied until current information is provided.

Rent: Rent is payable in advance and is due each month on or before the anniversary date of this Agreement. Rent will be considered past due after the close of business on the 3rd day following the due date. On the morning of the 4th day past due, Tenant's personal gate code will be deactivated, an overlock will be placed on Tenant's Unit and Tenant will be charged **\$3/per day** (in addition to the amount of rent past-due) until Tenant's account is paid in full. If payment is not received within 30 days of due date, a lien fee of \$60 may be charged to Tenant's account, and Landlord will have the right to enforce its lien as provided under applicable law and sell the contents of Tenant's Unit at public auction. Payments made to a past due account will be applied to the most past due balance (rent & late fees) and the account will be considered past due until the balance is paid in full. If Tenant pays by a check that is not honored by Tenant's bank, Tenant will be charged \$25 in addition to the rent and any late charges that are due and an over-lock will be placed on the Tenant's Unit until the account is paid in full. Unit rent is not pro-rated and no refund is given for early vacancy of unit.

Use and Care of Unit: Tenant shall not use the Unit for any purpose except the storage of personal and/or business property belonging to Tenant. Tenant shall not store any food products and other perishables in the Unit without prior written approval of Landlord. Tenant shall not store any property outside of the Unit. Tenant may not make any alterations to the Unit. Tenant shall not use the Unit as a residence or sleeping quarters. No garage sales or other sales of any sort shall be conducted from the Unit or any other portion of Merrick Drive Storage. Tenant shall keep the Unit in clean, orderly, and sanitary condition. Tenant is financially responsible for any damage Tenant causes to the Merrick Drive Storage property.

Unlawful Purposes/Prohibited Substances: Tenant is prohibited from using the Unit for any unlawful purpose. Tenant is prohibited from storing any illegal substances or hazardous materials, such as property which is flammable, explosive or dangerous.

No Assignments or Subleases: Tenant shall not assign or sublet the Unit or any part thereof without the written consent of Landlord.

Landlord Not Responsible for Damages or Loss: No bailment is created expressly or implied by this Agreement. The exclusive care, custody and control of any and all property stored in the Unit shall remain vested in the Tenant; property is stored in the Unit at the sole risk of Tenant, and Landlord assumes no responsibility for any loss or damage to contents stored in the Unit. Tenant is responsible for securing and paying for any insurance coverage on the property in the Unit, and further agrees to accept the responsibility of placing wood strips under cardboard boxes, furniture and other items that could be damaged by dampness; and also, to place DECON tablets (or similar) for protection against rodents; and pest control application for insects or any other vermin as needed. Landlord shall not be liable to Tenant or Tenant's employees, patrons, visitors or licensees for any damage to persons or property caused by the negligent or wrongful act or omission of Tenant or any other tenant of Merrick Drive Storage. Tenant accepts the Unit as suitable for the purpose for which leased. Landlord shall not be liable for loss

or damage resulting from failure, interruption or malfunction of any utilities, appliances or fixtures, including but not limited to security system, provided to Tenant under terms of this Agreement.

Value Limitation: Tenant agrees that the total value of all items stored in the Unit shall not be deemed to exceed \$10,000 unless Landlord has given Tenant written permission to store property exceeding \$10,000 in value and Tenant has provided Landlord with proof of insurance to cover the value of the stored property.

Changes in Rental Rate, Other Charges: Landlord reserves the right to increase the rental rate and other charges by giving 30 days written notice to Tenant at the address specified in this Agreement or at a change of address given in writing to Landlord.

Landlord's Right to Enter and Inspect: Landlord shall have the right to enter into the Unit at reasonable times for the purposes of inspecting the same or making such repairs or alterations as may be necessary, to determine whether Tenant has conformed to the terms and provisions of this Agreement and all applicable laws; and to permit inspection by the authorized representatives of appropriate governmental agencies. Tenant hereby authorizes Landlord to release any information regarding Tenant as may be required by law or requested by government authorities, law enforcement agencies, or courts.

Default by Tenant; Lien on Stored Property: Time is of the essence in performance of this Agreement. If any rent or charge shall be due and unpaid; or if Tenant fails or refuses to perform any of the other covenants, conditions or terms of the Agreement; Tenant shall be considered in default, and Landlord may exercise any and all rights and remedies to which it is entitled under the Self-Service Storage Facility Lien Act (42 Okla. Stat. §§ 191-200) and other applicable laws. Pursuant to such Act, the Landlord has a lien on all personal property stored within the Unit for rent, labor or other charges and for reasonable expenses incurred. Property stored in the Unit may be sold to satisfy the lien if Tenant is in default. If any property remains unsold after Landlord has complied with all requirements of applicable law, Landlord, at its option may otherwise dispose of such property in any manner considered appropriate by Landlord, including but not limited to destroying such property. If Tenant abandons or vacates the Unit, any personal property of Tenant that remains in the Unit shall be considered abandoned, and Landlord may sell, destroy or otherwise dispose of such property in accordance with applicable law.

Venue; Attorney's Fees: If either party institutes any collection action or other proceeding with respect to this Agreement, Tenant agrees that the District Court of Carter County, Oklahoma, will be the proper venue for such proceeding. The non-prevailing party shall pay all reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including court costs and reasonable attorneys' fees.

Entire Agreement; Enforceability; Applicable Law: This is the entire agreement between Landlord and Tenant, and there are no promises or agreements except as stated herein. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. This Agreement is binding on the heirs, executors, personal representatives, and successors of Landlord and Tenant. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed deleted from this Agreement and the other terms, conditions and provisions shall remain in full force and effect.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AS STATED IN THIS RENTAL AGREEMENT WITH MERRICK DRIVE STORAGE:

TENANT

DATE