

440 STORAGE

8888 Faulkner Lake Rd.
North Little Rock, AR
(501) 955-2002

To be Completed by Landlord:

Date: _____ Unit No.: _____
Monthly Rent: \$ _____ Size: _____
Deposit: \$ _____ Code: _____ #

STORAGE UNIT MONTH-TO-MONTH RENTAL CONTRACT

Tenant Information:

First Name: _____ Middle Name: _____ Last Name: _____

Driver's License #: _____ State of Issuance : _____

Address: _____ City: _____ State: _____ Zip: _____

Phone(H): _____ (W): _____ (C): _____

Employer: _____ Employer Address: _____

Others authorized to access space: _____ Telephone: _____

Period covered: _____ to _____ Cash: \$ _____ Check No.: _____

Credit card type: _____ # _____ exp: _____ code: _____

Signature: _____ Use every month yes() no()

Rent is due on the first of the month after the 5th a \$20 late fee is due

SPECIAL INSTRUCTIONS

Non-Liability of 440 Storage (Landlord) and insurance obligation of the tenant - All property stored within or on the space by tenant or located at the facility shall be at tenant's sole risk. Lessor carries no insurance which in any way covers any loss whatsoever that tenant may have or claim by renting the storage space or being on or about the facility, and therefore tenant must obtain any insurance desired at his own expense. Lessor strongly recommends that tenant secures his own insurance to protect himself and the property. Lessor shall not be liable to tenant or tenant's invitees, family, employees, agents, or servants for any personal injuries or property damage, loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God, or any other cause whatsoever. Tenant acknowledges that Lessor does not take care, custody or control over the contents in or on the space or at the space or at the facility. Tenant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. Lessor shall not be liable for loss or damage resulting from failure, interruption or malfunction of the utilities, appliances, or fixtures, if any, provided to tenant under the terms of this rental agreement. Tenant hereby agrees to indemnify and hold harmless the Lessor from and against any and all and any manner of claims for damages or loss to property or personal injury and costs including attorneys' fees arising from tenant's use of the space or the facility, or from any activity, work or thing done, permitted, or suffered by tenant in or on the space or about the facility. Tenant hereby expressly agrees that the carrier of any insurance or any property stored or otherwise located in the space shall not be surrogate to any claim of tenant against the Lessor, Lessor's agents or employees.

CORROSIVE OR HAZARDOUS MATERIALS ARE PROHIBITED FROM BEING STORED

TERMS AND CONDITIONS:

1. This is a month-to-month lease that can be terminated at the end of any thirty (30) day period by either party providing ten (10) days written notice.
2. Lessor does not become a bailee of lessee's property and lessor does not accept control, custody of, or assume any responsibility for the care of lessee's property.
3. Lessee is to provide his/her own lock: If the lock is removed from the storage room, this will serve as notice that lessee has terminated lease.
4. Lessor shall have the right to enter said premises at times of an emergency or to inspect or do repairs, and if necessary, lessor shall have the right to move lessee's goods to another space.
5. Lessee shall not use the storage space as a place of business or as a mailing address or for any unlawful purpose.
6. Lessee hereby agrees that lessor shall have a lien and security interest in all of lessee's property stored at said premises and in event of default in payment of rent for a period of ten (10) days after the rent becomes due hereby authorizes lessor to seize and take possession of lessee's space by placing lessor's lock thereon. Should default in payment of rent continue after reasonable notice given to lessee at the address shown on the contract, lessor is hereby authorized to remove lessee's lock and to sell lessee's goods at public or private sale and to apply the proceeds to the payment of rent and other sums due lessor, including costs and sale with the balance of the proceeds, if any, to be paid to lessee. Lessee shall be liable for any deficiency remaining after the sale of the goods.
7. Lessee's shall pay a late charge of \$20.00 on all rent not paid within five (5) days of due date.
8. Lessee bears all risk of loss, to the personal property stored by lessee, regardless of how loss is caused, including loss caused by fire, water, storm, or theft.
9. Lessee's shall not store flammable or hazardous materials or goods as defined by EPA rules and regulations, explosives, perishable food stuffs, contraband, live animals, materials or goods which emit odors, repair automobiles or do similar type work. No activities other than storage are permitted.
10. Lessee shall not sell, assign, or sub-lease this contract without the written consent of lessor.
11. Lessee has five (5) days to remedy any breach of this contract if the breach is caused by the lessee.
12. Both parties acknowledge that valid notice shall be made upon the other mailing a copy of such notice postage prepaid in the United States mail to the address at top of page. Such notice shall be in lieu of any other notice that might be required by law.
13. Lessee shall be responsible to notify lessor in writing of any address or telephone number change.
14. Lessor does not permit any form of yard sale from lessee unit or conduct any activity other than storage.

IMPORTANT MESSAGE - PURSUANT TO THE PROVISIONS OF ACT 576 OF 1987 OF ARKANSAS, THE LANDLORD HAS A LIEN ON ALL PERSONAL PROPERTY STORED, OR TO BE STORED, WITH THE SPACE HEREBY LEASED TO TENANT. IF TENANT IS IN DEFAULT UNDER THE TERMS OF THE LEASE FOR MORE THAN FORTY-FIVE (45) DAYS, THE PERSONAL PROPERTY STORED IN THE LEASE SPACE MAY BE SOLD BY LANDLORD AT A PUBLIC SALE, FOR CASH, IN ORDER TO SATISFY THE LIEN. TENANT SHALL BE IN DEFAULT UNDER THIS LEASE AGREEMENT FOR BREACHING ANY TERMS AND CONDITIONS OF THIS LEASE, INCLUDING THE FAILURE TO PAY RENT ON OR BEFORE THE FIFTH (5TH) DAY OF EACH MONTH DURING THE TERM OF THIS LEASE. IF TENANT SHALL BE IN SUCH DEFAULT, LANDLORD WILL MAIL WRITTEN NOTICE OF SUCH DEFAULT TO TENANT, AND WILL PLACE LANDLORD'S PADLOCK ON THE SECOND (2ND) HASP OF THE DOOR AT THE STORAGE SPACE AND DENY TENANT ACCESS TO THE LEASED SPACE. THE PROCEEDS OF ANY SALE CONDUCTED PURSUANT TO ACT 576 SHALL BE FIRST USED TO PAY LANDLORD'S PAST DUE RENT, LATE CHARGES, OTHER FEES AND EXPENSES DUE LANDLORD BY REASON OF TENANT'S

DEFAULT, OTHER LIEN HOLDERS, IF ANY, TO BE PAID TO TENANT. ANY PROCEEDS NOT DISTRIBUTED WITHIN TWO (2) YEARS FROM THE DATE OF THE SALE SHALL ESCHEAT TO THE COUNTY.

LIENHOLDERS: Tenant represents that he/she owns or has legal possession of the personal property in his/her space(s). Tenant attests that all the personal property in his/her space is free and clear of all liens and secured interests EXCEPT for the items listed below:

Property Description : _____
Lien Holder/ Secured Creditor : _____
Address of Creditor : _____
Amount of Lien- Secured Interest : _____

By the Tenant's signature hereto, Tenant authorizes Landlord to provide notice of default and legal notifications required under Arkansas Code Annotated §18-61-401, *et seq* to the email address provided herein below by the Tenant and hereby waives Tenant's right to legal notifications by first class mail with certificate of mailing.

Authorized E-Mail: _____

TENANT SIGNATURE

DATE: _____

TENANT NAME