



Phone: 256-506-6539, Steve Pendergrast, Manager
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Covered Storage Lease Agreement

Tenant Applicant (First & Last Name): _____
Address: _____ City _____ State & Zip _____
Email (please print clearly) _____ Phone _____

Item(s) to be Stored (Circle): Motorhome. 5th Wheel. Pull-behind. Boat. Golf cart. Other _____
Description (Make, Model, size, color): _____
License Plate and/or Registration No(s): _____
Applicant's Drivers License No. _____ State: _____ Expiration: _____
Insurance carrier (for stored items) _____

TERMS AND CONDITIONS

- 1. Term.** The term of this Agreement may be monthly, quarterly, semi-annually, or annually. If paid annually in advance, the 12th month is FREE (pay for 11 months and get 12 months rent).
- 2. Rental Payment.** Monthly rent is payable in advance by the 1st day of each calendar month at the above mailing address. (Please use the pay slips provided when mailing payments.) The initial payment amount shall include a per-day prorated amount for any partial month, the first full month's rent, and a security deposit equal to one month's rent. Payment may be by check, money order, or cash; credit cards are not accepted. **Late fee:** If payment is not postmarked by the 10th of the month, add a \$10.00 late fee. If late fee is not added, Tenant will be billed for \$15.00, to include the fee plus postage and handling. **Bank Charges:** In event any check tendered for payment is returned unpaid by the bank, a return check fee of \$25.00 will be charged to Tenant and Owner may require all future payments to be made by certified funds. If payment, including late fee and any other unpaid charges, is not received within 30 days from due date, the security deposit will be applied as payment and Tenant will be given notice to vacate the leased space.
- 3. Termination.** To terminate the agreement, 30 days written notice must be given by the terminating party to the other party, except as otherwise noted. Termination by the Owner shall only be for non-payment of rent as defined above or "for cause". "Cause" means violation of any terms of this Agreement or other unacceptable action, deemed to be potentially harmful or damaging to other tenants or their property or to the Owner or its property. If terminated by Owner for cause, any unused rental payment will be refunded after reimbursement for any damage that may have resulted from Tenant's action.
- 4. Abandonment of Tenant's Property.** In event of Termination by Owner, and notice of same by U.S. mail to the Tenant's address furnished in this Agreement, after 30 days from the date notice is mailed, Tenant's property remaining on Owner's property will be deemed abandoned and Owner reserves the right to dispose of same at its discretion, as liquidated damages.

5. **Use.** Tenant agrees to use the rented space exclusively for the storage of tenant's approved personal property and for no other use. Tenant may NOT store any materials, items, or anything containing elements, parts, or components which are caustic, explosive, flammable, perishable, hazardous or toxic. Tenant shall not store any items outside the rented space or dispose of any trash, refuse or other items on Owner's property, either in the rented space or otherwise. Tenant may not assign this lease Agreement or sublease any part of the rented space to any third party. Tenant's stored property under this Agreement may include RVs, such as motorhomes, 5th wheels, pull-behind trailers, and in-bed campers; trailered boats and other watercraft; passenger vehicles; ATVs; golf carts, and other types of wheeled vehicles by approval. No vehicle may be stored on the premises unless the vehicle has proper insurance protection, including liability coverage and other vehicle coverage as required by Alabama state law.

6. **Damage Liability of Tenant.** Tenant shall, at his own expense, maintain a policy or policies of comprehensive general liability insurance with respect to his activities at the Rental property. Likewise, Tenant shall be responsible, at his own expense, for fire and extended coverage insurance on all of Tenant's property located on the Leased premises. Tenant agrees to be responsible for any actions, thefts, or damages done by any of Tenant's agents or visitors that Tenant allows to have access to the rental premises. Tenant understands that all property placed into this rental space at his own risk.

7. **Damage Liability of Owner.** Owner is not responsible for any loss or damage to Tenant or Tenant's property resulting from fire, theft, water, wind, hurricane, acts of God, acts of other tenants or their agents, or from any cause whatsoever. Nor is Owner required to carry any insurance against thefts or other casualty losses within the leased premises.

8. **Utilities.** Owner shall NOT provide any electrical, water, or other utility services under this Agreement. Tenant may, in the confines of his rented space, use a generator for a reasonable time period for the purpose of charging batteries or performing routine service to RVs or other stored vehicles or items.

9. **Parking.** Tenant shall not have the right to park or abandon any vehicle on the premises unless such vehicle is identified as a part of this Agreement. Any vehicle left on the premises in Tenant's absence that is not in the confines of Tenant's rented space will be deemed abandoned. Owner reserves the right to remove, or have removed, any abandoned property from the premises at Tenant's expense.

10. **Fixtures and/or Modifications or Alterations.** The rented space may not be altered or modified by Tenant, without express written approval of Owner, including the installation of any shelving, cabinetry, or any type of hooks or attachments to the supporting structures or divider walls or fences between the respective rental spaces or any type of suspensions from the overhead structures. Any damages caused by violations of this provision will be restored at Tenant's expense and such violation may be cause for termination of the Agreement by Owner.

11. **Rules.** The rules of usage contained in this Agreement are for the protection and benefit of all Tenants; therefore, it may be desirable to establish additional rules in the future, in which case they will be made known to all existing Tenants. By executing this Agreement, Tenant agrees to abide by and Owner agrees to enforce these initial rules and others that may be established in the future.

12. **Hours of Access.** Tenant shall have 24/7 access to the rental space covered by this Agreement. Tenant is requested to NOT give indiscriminate access to others, for the protection and benefit of all tenants.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Any legal claims or demands initiated by either party shall be handled by mediation, with each party appointing their own attorney to represent them. The parties agree that no law suits will be filed to settle disputes arising out of this Agreement.

14. **Entire Agreement.** This document contains the entire agreement between the parties regarding the subject matter hereof.

Space No. Assigned: _____ Monthly Rate: _____ Date Rent Starts: _____

Amount due and received upon execution of this Agreement:

\$ _____ Rent prorated for balance of this month (1/30 of monthly rent x number of days remaining)
\$ _____ Rent for _____ month(s). (If paid for full year, 12th month is free; pay for 11 mos., get 12)
\$ _____ Security deposit* equal to one month's rent (can be applied as payment for last month of use)
\$ _____ Total paid with this Agreement: _____ Check _____ Cash

Date paid through: _____ Next payment due date: _____

Date signed: _____

MURPHY HILL STORAGE:

TENANT:

By (Print Name): _____

Name (Print): _____

Signature: _____

Signature: _____

*Security deposit is to insure against tenant's failure to give the required 30-day notice before vacating the assigned space, potentially causing Owner a missed opportunity to rent the space to another tenant. When 30-day written notice is received, the deposit will be applied as payment for that remaining 30 days of occupancy. In event of emergency causing abrupt release of the space by a tenant in good standing, the deposit will be refunded.

NOTE: Upon request, payment slips and pre-addressed envelopes will be furnished by Owner, or Tenant may go to www.murphyhillstorage.com and print the needed forms.

Other Comments: _____

Tenant's Initials: I acknowledge I have received a copy of this Agreement _____.