

# RENTAL AGREEMENT

## OXFORD SQUARE STORAGE

9949 E 51<sup>st</sup> St

Tulsa, OK 74146

918-627-9500

Email: [Oxfordsqstorage@aol.com](mailto:Oxfordsqstorage@aol.com)

1. **TENANT INFORMATION:** Tenant is (check one)  An Individual or  A Business

DL or Tax ID#

<u>Last Name or Name of Business</u>	<u>First Name</u>	<u>Middle Initial</u>	<u>Date of Birth</u>
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<u>Tenant's Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Email</u>	<u>Home Phone</u>
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<u>Employer's Name and Address</u>	<u>Work Phone</u>
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List person(s) who are entitled to the same access rights as Tenant. Lessor may disclose to them Tenant's access code, space number, and status of Tenant's account with proof of identification.

List name, address and phone of person(s) who may be contacted in case of an emergency. **(Do not list an individual living with you.)** Lessor may contact such person(s) in the event of casualty (fire, flood, etc.), break-in, other emergency, or Lessor's inability to reach tenant.

2. **CHANGE OF TENANT INFORMATION:** Tenant agrees to **immediately** notify Lessor of any change in Tenant's mailing address, phone number, or other information. A change of mailing address will not be effective unless the new address is COMPLETE and the notice is in WRITING, DATED, SIGNED by Tenant and received by Lessor. Return addresses on envelopes or addresses on checks are insufficient. Change of phone numbers may be done orally or in writing.

3. **TENANT'S SPACE:** Space number(s) \_\_\_\_\_ (Approx size may vary) for a minimum term of **ONE MONTH**. Tenant's facility access code: \_\_\_\_\_.

4. **DOLLARS AND DATES:** Rent in the amount of \$ \_\_\_\_\_ Dollars is due in full on the 1<sup>st</sup> day of the month. If rent is not received by the 5<sup>th</sup> day of the month, a late charge of \$10.00 will be applied to the account on the 6<sup>th</sup> and \$1.00 per day after the sixth. A one time, non-refundable \$10.00 administrative fee (per unit) will apply at time of lease signing. **Tenant is in default if no payment is received for a continuous 30 day period.**

**Other Charges:**

Returned Checks:.....\$ 25.00  
 Checks Returned After the 5<sup>th</sup> .....\$ 35.00 (late fee applied)  
 Locking of Space:.....\$ 15.00  
 Cutting of Lock(s):.....\$ 25.00  
 Cleaning of Unit:.....\$ 35.00 (hourly) Plus fees for disposal.

Charge for sending statutory notice of claim for unpaid sums:.....\$ 60.00  
 Charge for newspaper ad of sale:.....\$ 158.00  
 Charge for conducting foreclosure sale:.....\$ 250.00

LESSEE

LESSOR

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Lessor's Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**IF PROPERTY BELONGING TO OTHERS IS OR WILL BE STORED IN LESSEE'S SPACE, OR THERE ARE ANY LIENHOLDERS OR SECURED PARTIES WHO HAVE AN INTEREST IN LESSEE'S PROPERTY THAT IS OR WILL BE STORED IN THE LESSEE'S SPACE, AN ADDENDUM MUST BE ATTACHED TO THIS LEASE LISTING THE NAMES, ADDRESSES, AND PROPERTY DESCRIPTION OF ALL PROPERTY OWNERS AND LIENHOLDERS.**

**Calculation of Initial Payment**

Current Month's Rent	\$ _____
Administrative Fee (\$10.00 per unit)	\$ _____
Misc.	\$ _____
Move-In Cost Due Now	\$ _____
Next Rent Due On	_____
Amount	\$ _____

Tenant's Initials \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO TENANT

**Payment Conditions:** Rent is due in advance on the FIRST (1<sup>st</sup>) day of the month. **RENT IS LATE ON THE 2<sup>ND</sup>.** Rent paid after business hours on the 5<sup>th</sup> of the month will result in late charges. Access will be denied after late charges apply. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Lessee must furnish own lock, and IS NOT ALLOWED to "double-lock", or add a second lock to a unit.

**Access:** Should access to the premises be interrupted, Lessee agrees to indemnify Lessor from any claim arising from any lapse in access due to mechanical, electrical, computer, or any other system or human failure of any nature beyond reasonable control of Lessor. Lessor shall not be liable to Lessee and Lessee here-by waives all claims against Lessor for any injury or damage to any person or property in or about the premises from any cause what-so-ever. Lessee shall immediately notify Lessor of any defective or hazardous conditions in or about said premises.

**Observance of Rules and Regulations:** Lessee expressly agrees and covenants with Lessor to: (1) comply with all laws, orders, ordinances and any other public requirements affecting the premises or the use thereof; (2) keep the premises in good repair; (3) not store explosives or flammable materials on the premises; (4) not do, or permit anything to be done in or upon said premises which might increase the fire hazard beyond that which exists by reason of ordinary use of the premises for storage purposes; (5) not use the electrical outlets for the operation of any power tools, heaters, refrigerators, freezers, fans or any other electrical appliances. Lessor shall have the right to enter said premises to inspect the condition thereof. The rules and regulations of this facility have been provided to the tenant and are incorporated herein. Lessor may change any portion of this lease including but not exclusively the rules and regulations by posting the proposed changes at the entrance of the facility. Payment of your rent for the following period constitutes your acceptance of these changes.

**Termination and Move-out Notice:** Provided that Lessee complies with the minimum length of lease term, Lessee may terminate this agreement and move out of the space by written notice to Lessor at least 1 (one) day before Lessee's intended termination date. If mailed, such notice must be postmarked at least 10 (ten) days before such termination date. Lessor may terminate this agreement by mailing written notice to the Lessee at the Lessee's mailing address at least 10 days before Lessor's intended termination date. If the space is substantially damaged due to fire, windstorm, or other casualty in Lessor's sole judgment, Lessor may terminate this agreement by mailing termination notice to Lessee 5 days before Lessor's intended termination date.

**No Subletting or Assignment:** No subletting and no assignment of this agreement by Lessee is permitted.

**No Alterations:** Lessee may not modify, alter, paint, deface, or put holes in the walls, floors, or ceilings of the space or facility in any manner.

**Responsibility for Damage:** Lessee shall pay for damage caused by Lessee or Lessee's employees, agents, delivery persons, family, guests or their animals.

**Lessor's Right of Entry:** Lessor may enter the space under any of the following circumstances: (1) Lessor has express authority from Lessee to enter (2) there is an "emergency", i.e. Lessor reasonably believes there is imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, faulty alarm system, storage of animals, explosives, ammunition, spoiled food, carcasses, volatile chemicals, or fuel not in containers approved by Lessor, or there is reasonable grounds to believe that criminal activity is occurring in the space.

**Relocation:** Lessor may remove Lessee's lock and relocate all contents elsewhere in the facility if: (1) Lessor has authority to enter under this paragraph, AND (2) Lessor has determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft. Lessor will pay labor costs or relocation and Lessee will pay for new lock. Lessor will promptly notify Lessee by regular mail or phone of any entry or relocation authorized by this paragraph. Lessee will continue to have access to relocated property except when in default.

**Law Enforcement Directives:** Upon presentation of a search warrant by a health or law officer, Lessor may open the space or allow such officer to open the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so.

**Default by Lessee:** If Lessee is in default for any length of time, Lessor may: (1) lock Lessee's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space (2) deny Lessee access to the facility and/or overlock Lessee's space (if space is lockable) and/or chain or wheel boot Lessee's property for nonpayment of any sums due by Lessee until paid in full, and charge an overlocking or chaining charge. If Lessee is in default at least 30 consecutive days, Lessor may: (1) enforce Lessor's lien by removal and sale of all contents of Lessee's space by foreclosure according to statute (2) collect charges as appropriate and exercise any other remedy or right allowed by law, and/or (3) terminate Lessee's right of possession and/or terminate this agreement by giving Lessee 10 days written notice to vacate; and if Lessor files an eviction lawsuit, Lessee will pay Lessor attorney fees and court costs plus the judicial eviction charge for Lessor's time, inconvenience, and overhead for filing the eviction suit.

**ALL PROPERTY KEPT, STORED OR MAINTAINED ON THE PREMISES BY LESSEE SHALL BE AT LESSEE'S SOLE RISK.** It is agreed that it is the Lessee's obligation to adequately insure Lessee's property stored in or on the premises.

**LESSEE RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR ALL LOSSES AND DAMAGES, INCLUDING THOSE CAUSED BY FIRE, SMOKE, WATER, WEATHER, VERMIN, INSECTS, THEFT BY OTHERS, ORDINARY NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, AND ALL OTHER CAUSES. NO PROMISES, REPRESENTATIONS, OR WARRANTIES OF SAFETY OR SECURITY HAVE BEEN MADE TO LESSEE BY LESSOR OR LESSOR'S AGENTS.**

X Lessee's Initials \_\_\_\_\_ Date \_\_\_\_\_