

# AGREEMENT FOR RENTAL OF PARKING SPACE

BB&G Storage, 512-766-0980  
2601 Rockride Lane, Georgetown, Texas 78626

Size: \_\_\_\_\_ Rent: \_\_\_\_\_ Security Deposit: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Alt. Phone ( ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Employer \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Emergency Contacts: Name \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Auto/boat/trailer Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ License Plate \_\_\_\_\_ State \_\_\_\_\_

Auto/boat/trailer Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ License Plate \_\_\_\_\_ State \_\_\_\_\_

**\*\*NO RENT REFUNDS\*\***

## RENTAL OF SPACE:

BB&G Storage (hereinafter referred to as "Owner") hereby leases to Tenant and Tenant hereby leases from Owner the Parking Space(s) set forth above (hereinafter referred to as "Parking Space") at the rate of rental set forth above, and subject to all terms and conditions of the rental Agreement as contained herein. Owner is not in the warehouse business, nor in the business of storing personal property for a fee. Under no circumstances shall Owner be deemed to be a bailee or other type of custodian of Tenant's personal property. Owner's employees are unauthorized to provide any services on behalf of Owner. Should Owner's employees provide services to Tenant at Tenant's request, Owner's employees shall be deemed to be acting as agents of Tenant.

## PERIOD OF OCCUPANCY:

The period of Occupancy created by this Rental Agreement shall begin as of the date of this Rental Agreement and shall continue from **month to month** thereafter. **Rent is not pro-rated for early move out.** Owner or Tenant may terminate the Period of Occupancy created hereunder by delivering written notice to the other party of its intention to do so **at least fifteen (15) days prior to the last day of the month** in which the Period of Occupancy shall terminate. Any property left in the Parking Space after the last day of the month in which the Period of Occupancy terminates shall be deemed abandoned by Tenant. After said date, Owner may retake possession of the Parking Space and dispose of the contents therein without notice or liability to the Tenant. Owner may terminate this Rental Agreement by any means provided by law.

## RENT:

Tenant shall pay to owner on the first day of the Period of Occupancy, and on the **first day of every month** thereafter until the Period of Occupancy is terminated, **without notice or demand**, the amount of rental set forth above (herein after known as "Rent") due for that month. All rental payments shall be made to Owner at the address set forth above, or thru PayPal. Tenant agrees to pay a \$15.00 Late Charge for Rent received **after 4:30 p.m. on the 10<sup>th</sup>** day of the month for which it is due. Notwithstanding the above, Owner may accept cash, money order, debit or credit card. Owner may increase the Rent by notifying Tenant in writing of the increase at least thirty (30) days prior to the first day of the month for which increased Rent is due. Tenant shall pay the increased Rent from the date it becomes effective. If tenant is unwilling to pay the increased Rent it may terminate this Rental Agreement as provided in the Paragraph entitled PERIOD OF OCCUPANCY. **NOTICE: All vehicles/personal property stored in the Parking space(s) will be sold or otherwise disposed of if no rental payment has been received for a continuous 30-day period.**

## SECURITY DEPOSIT:

The security deposit paid by you shall be held by BB&G, without interest, and shall be refunded to you within two weeks after you have vacated the Parking unit. Any unpaid charges, cleaning fees, costs of repair or other reasonable charges shall be deducted from the security deposit. It shall be mailed to you at the address specified in the written notice or the last known address on file. In order to receive full security deposit refund, tenant must deliver written notice of its intend to vacate the unit by the 15<sup>th</sup> of the month, **leave the space empty by 9:00 p.m. on the last day of the month.** Failure to give proper notice will result in a **half-month's deduction from the security deposit.** If the space unit is not empty and clean, a minimum of \$50.00 cleaning fee will be deducted from the security deposit.

## RISK OF LOSS OR DAMAGE:

**Owner shall have no liability for damage to or loss** of property place in Tenant's Parking Space caused by heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. Owner carries no insurance covering damage to or loss of Tenant's property. Owner shall not be deemed to either expressly or impliedly provide any security protection to the Tenant's property stored in the Parking Space. Any security devices which Owner may maintain are for Owner's convenience only. Owner may discontinue its use of any security device in whole or in part at any time without notice to Tenant. Owner shall not be liable to Tenant or Tenant's invitees for personal injuries or damage to Tenant's property caused by any act or negligence of Owner or any other person on the premises. Tenant hereby agrees to indemnify and to hold harmless Owner from any and all claims, including claims for which Owner is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Tenant's use of the Parking Space.

## USE OF PARKING SPACE & DAMAGE:

The use of the space may only be for the parking of a vehicle that is owned/leased by the owner. **No storage of personal property may be allowed in the space.** Owner is not liable for any damage done to the vehicle or personal property taken from it. All liability to the vehicle and personal property will be responsibility of the Tenant. The Parking Space shall not be used for any unlawful purpose and shall be kept in good condition by Tenant.

## CURRENT REGISTRATION & INSURANCE:

**Tenant may only use the space for vehicles that are up-to-date with all State and local registration. In addition, all vehicles must maintain current with insurance that is legal under the State of registration.**

**DELIVERY OF NOTICE:**

Any notice provided under the Rental Agreement shall be given in writing to Owner or Tenant at their respective addresses set forth above, or at such other address or addresses as may hereafter be designated by like notice.

**DEFAULT BY TENANT:**

Owner shall have a lien on all property stored by Tenant in the Parking Space for all Rent, labor charges, or other charges, present or future, including attorney's fees and costs, in relation to the Parking Space or property and for all expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition. In the event that the Rent or other charges set forth in this Rental Agreement are not paid within ten (10) days after becoming due. Owner shall have, in addition to all other remedies provided by Texas law.

**ATTORNEYS' FEES AND COSTS:**

Tenant agrees to pay Owner all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Owner in enforcing any of the terms or conditions of this Rental Agreement, or any of its rights and remedies under Texas law.

**EXCLUSIONS OF ALL WARRANTIES:**

Tenant agrees that Owner, its agents and employees have not made and make no representations of warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever related to the Parking Space and facility. Owner's, its agents', and employees' oral statements do not constitute warranties, and shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Rental Agreement. The entire agreement and understanding of the parties is hereto embodied in this writing and **no other warranties** are given beyond those set forth herein. It is further understood and agreed that Tenant has been give an opportunity to inspect and has inspected the Parking Space, and that **Tenant accepts the Parking Space as is and with all faults.**

**MISCELLANEOUS:**

- A. **Parking access 24 hours every day of the year.**
- B. If any provision of the Rental Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the Rental Agreement.
- C. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto. The provision of the Rental Agreement, and the rights of the parties hereto, shall be construed in accordance with Texas law.
- D. No express or implied waiver by Owner of any breach or default by Tenant shall constitute a waiver of any additional or subsequent breach or default by Tenant, nor shall it be waiver of any of Owner's rights hereunder.
- E. No subletting of the Parking Space or any portion thereof or assignment of this Rental Agreement by Tenant is permitted.
- F. The captions appearing in this Rental Agreement have been included only as matter of convenience, and shall in no way be interpreted to define, limit, construe or describe the scope or intent of any of the provisions of this Rental Agreement, nor in any way to affect this Rental Agreement.
- G. This Rental Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. No amendment or alteration hereto shall be binding unless set forth in writing and signed by both Owner and Tenant.
- H. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought on any and all matters arising out of this Rental Agreement or the use of occupancy of the Parking Space.

TENANT HAS READ THE FOREGOING RENTAL AGREEMENT, INCLUDING THE TERMS ON THE REVERSE SIDE TENANT HAS RECEIVED A COMPLETE AND SIGNED COPY OF THIS AGREEMENT.

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TENANT

DATE