

# Dixon Road Mini-Storage

910 W. Dixon Road Little Rock, AR 72206

Office: 505 West Dixon Road, Little Rock, AR 72206

Phone: 501-529-5753

Name: \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Last First MI

Address \_\_\_\_\_ Driver's License # \_\_\_\_\_

Street City State Zip

Date of Birth \_\_\_\_\_

I, \_\_\_\_\_ (Tenant) hereby rent from CENTRAL STATE INVESTMENTS, LLC d/b/a DIXON ROAD MINI-STORAGE (Lessor), those certain premises

described as Space Number: \_\_\_\_\_ Size: \_\_\_\_\_ located at 910 W. Dixon Road, Little Rock, AR 72206 hereinafter referred to as "premises."

I give permission to DIXON ROAD MINI STORAGE to use the following e-mail address as a legal notification for the occupant's last known address, satisfying the notice requirements pursuant to Ark. Code Ann. §18-16-407 (a)(1)(D): \_\_\_\_\_

- RENT** Rent with tax is the sum of \$\_\_\_\_\_, per month, payable in advance upon the 1<sup>st</sup> day of each and every calendar month to Lessor. In the event rent is not paid by the first of each month or in the event of a dishonored check from Tenant to Lessor, Tenant agrees to pay applicable late charges of \$1.00 per day after the first, and \$25.00 in liquidated damages for said dishonored bank check as additional rent.
- TERM** The lease shall commence on the date of execution of this agreement and shall terminate thirty (30) days thereafter unless pro-rated, extended, renewed, or unless sooner terminated according to the provisions hereof. In the event the lease is extended or renewed, it is expressly agreed that the covenants and terms of this agreement shall remain in full force and effect.
- LESSOR'S OPTION TO RENEW; TENANT'S DUTY TO VACATE UPON DEMAND** Lessor reserves the right not to extend or renew the lease for any cause whatsoever. In the event of Tenant's failure to comply with or breach of any of the terms, conditions, or covenants of the agreement hereunder, Tenant agrees to vacate the premises upon demand by Lessor.
- USE AND OCCUPANCY AND COMPLIANCE WITH LAW** The premises are to be used only for storage of property and household goods owned by Tenant. The tenant further agrees that the premises will not be used for the operation of any business or for human or animal occupancy. Trash or other materials shall not be allowed in or near the leased premises. The storage of welding or flammable, explosive or other inherently dangerous materials is prohibited. Vehicles or other similar fuel-driven equipment may be stored only if the fuel tanks are empty. Lessee shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement or do any act or cause to be done with any act which creates or may create a nuisance in or upon or connected with the premises.
- SIGNS:** No painted or other signs shall be placed on the leased premises
- RULES:** The Tenant agrees to abide by all DIXON ROAD MINI STORAGE rules and policies that are in effect or that may be put into effect from time to time.
- CONDITION AND ALTERATION OF PREMISES:** The Tenant has examined the premises and hereby accepts them as being in good order, condition, and repair. Tenant agrees to immediately notify Lessor of any defects, dilapidations, or dangerous conditions. Tenant agrees to keep the premises in good order and condition and to pay Lessor promptly for any repairs or the premises, caused by Tenant's negligence or misuse or the negligence or misuse of Tenant's invitees, licensees, and guests. Tenant shall make no alterations or improvements to the premises without the prior written consent of Lessor. Should the Tenant damage or depreciate the premises or make

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alterations or improvements or do painting or redecorating without the prior consent of the Lessor, then all costs necessary to restore the premises to its prior condition shall be borne by Tenant.

8. **INSPECTION** Tenant agrees that Lessor or his agent may at any reasonable time enter the premises to make repairs. Tenant further agrees that Lessor or his agent may show the premises to prospective purchasers of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this tenancy has been given by either party, to prospective tenants during the 30-day period prior to termination.

9. **TERMINATION** After the initial 30-day term, the tenancy under this Agreement shall be tenancy at will and may be terminated by Lessor or Tenant by either party giving the other written notice of his intention to terminate the tenancy at least five (5) days prior to the date of termination or upon demand by Lessor as stated in #3 above.

10. **DEFAULT** Five days after Tenant's failure to pay any rent due or immediately upon Tenant's breach of any other term hereof, Lessor shall have the right to bar Tenant's access to the premises by placement of lock thereon which Tenant lacks the means to open, and Lessor shall have a lien upon and security interest in all property contained within the premises. Forty-five days Tenant's failure to pay rent or immediately upon Tenant's breach of any other term hereof, Tenants rights in the premises shall terminate, and Lessor shall have the right to enter the premises, relet same, remove all property therefrom and sell same as a secured party pursuant to the Uniform Commercial Code.

11. **CONTRACTUAL LANDLORD'S LIEN** In addition to any liens and remedies provided by law to secure and collect rent, and cumulative therewith, Lessor is hereby given a security interest in all property, now or at any time hereafter, stored in or on the space of at the facility to secure the timely performance of this agreement by Tenant and secure the payment of all rents, charges, and costs incident to Tenant's default.

12. **ASSIGNMENT OR SUBLETTING** Tenant shall not sublet or assign all or any portion of the premises or Tenant's interest therein without the prior written consent of Lessor.

13. **ATTORNEY'S FEES** If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement or for the breach of any other covenant or condition contained in this Agreement, Tenant shall pay to Lessor all costs, expenses, and reasonable attorney's fees incurred by Tenant in the aforesaid action.

14. **NONLIABILITY RISK OF LOSS** **Tenant agrees that the use of the storage space is at Tenant's sole risk.** Tenant agrees that Lessor shall not be liable to Tenant or Tenant's invitees for any personal injury or damage to personal property caused by any act or negligence of any person. Tenant agrees that Lessor is not a bailor or warehouse man, and that Lessor is renting storage space to Tenant for Tenant's self-service storage use. Tenant agrees that Lessor is not liable for burglary, theft, or damage by third parties. Tenant will pay for damage caused by Tenant or Tenant's employees, agents, licensees, invitees, delivery persons, family or guests to the storage space rented or to any other real-or personal property located at the facility or used in connection therewith. Lessor is not a bailee and has no safekeeping duties for the Tenant's property at any time under any circumstances. In this Lease, "Tenant's property" and "contents" mean all contents that have been stored in the storage space or brought onto the property by Tenant or others. **Lessor is not liable for loss of damage to the property stored in or transported to or from Tenant's storage space, regardless of who owns such property and regardless of whether the loss or damage is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Lessor or Lessor's agents, theft by others, war, acts of terrorism, or any other cause unless such is prohibited by law.**

\*\*\*\* \_\_\_\_\_ **Please initial that you have read the NONLIABILITY RISK OF LOSS**

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15. **INSURANCE** Lessor recommends that Tenant purchase fire, theft, and casualty insurance on all of Tenant's property located on or about the premises. The purpose is to protect Tenant, other tenants, Lessor, and others in the event of loss by theft, damage, fire, flood, explosion, natural disaster, or other harm caused whatsoever, whether or not, by weather, accident, war, acts of terrorism or negligence of such parties or their animals. Any insurance maintained by Lessor is by law only for the benefit of Lessor. Tenant will self-insure all contents not covered by Tenant's insurance. Tenant understands that Lessor does not provide insurance coverage on any personal property in Tenant's storage space. Tenant understands that self-insurance means that Tenant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty or other harm or loss listed above. Lessor does not and legally cannot carry insurance on the contents of Tenant's storage space. The Tenant agrees not to subrogate against the Lessor in the event of loss or damage of any kind or form any cause.
16. **PERSONAL INJURY** Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, licensees, invitees, family, and guest while in the facility. Lessor and Lessor's agents and employees shall not be liable whatsoever to any extent to Tenant or Tenant's invitees, family, employees, agents or servants for any personal injury or death arising from Tenant's use of the storage space or premises from any cause whatsoever including but not limited to, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents, or employees.
17. **INDEMNITY** Tenant agrees to take good care of the storage space and to hold Lessor harmless for any damage to property or personal injury caused by the negligence or willful acts of Tenant or by persons acting on behalf of the Tenant, including Tenant's guests, licensees, invitees, family, employees, agents, or servants or occurring on the premises rented for Tenant's exclusive use. Tenant shall maintain a locked unit at all times.

**ALL RENTS ARE DUE IN ADVANCE ON THE FIRST DAY OF EACH MONTH**

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(LESSOR'S AGENT)

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(TENANT'S AGENT)