


Landlord: Griff's Harbor
Boat & RV Storage
 Dennis & Elizabeth Griffin, Prop.
 979-596-2688
 PO Box 70 -- 200 Rosa Lee Lane
 Somerville, Texas 77879
 www.griffsharbor.com

Lease Date
/Commencement Date: _____

Tenant: _____

Phone(s): _____

Address: _____

Billing Address: _____

Cell Phone: _____

Email: _____

Email statement: Yes / No

Base Rent: SEE SCHEDULE

Term: month-to-month, unless converted to yearly by paying yearly rate

Security Deposit: \$ _____

Use: Boat/RV Storage

Premises: Initial Stall/Space Number _____

In Case of Emergency, someone else to notify:

1. _____ Address: _____ Phone: () _____
 2. _____ Address: _____ Phone: () _____

DEFINITIONS: “Rent” means base rent plus any other sums due Landlord by Tenant. “Landlord” means landlord and its agents, employees, invitees, licensees, or visitors. “Tenant” means Tenant and its agents, employees, invitees, licensees, or visitors. “Essential Services” means services reasonably necessary for occupancy of the premises for the use stated above.

A. Tenant agrees to--

1. Lease the premises for the entire term beginning on the commencement date.
2. Accept the premises in their present condition “as is,” the premises being currently suitable for its intended use.
3. Obey all laws, ordinances, orders, and applicable rules and regulations pertaining to the use of the premises.
4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord’s address.
5. Pay, as additional rent, all other sums due under this lease.
6. Pay a **LATE CHARGE** of 5 percent of the base rent (minimum \$5.00) not **received** by Landlord by the tenth day of the month in which rent is due.
7. Pay an **INSUFFICIENT CHECK CHARGE** of “the maximum allowed by law” for dishonored checks and drafts issued to Landlord.
8. Allow Landlord to enter premises to perform Landlord’s obligations, inspect the premises, and show the premises to prospective purchasers or tenants.
9. Keep Tenant’s premises locked at all times.
10. Reimburse Landlord for any damage to the premises caused by Tenant.
11. Submit in writing any request for repairs, replacement, and maintenance that are Landlord’s obligations.
12. Maintain insurance on Tenant’s personal property.
13. Indemnify, defend, and hold Landlord harmless from any loss, attorney’s fees, expenses, or claims arising out of Tenant’s use of the premises.
14. Vacate the premises on termination of this lease.

B. Tenant agrees not to--

1. Use the premises for any other purpose other than that stated in the lease terms and definitions.
2. (a) Create a nuisance, (b) interfere with any other Tenant or Landlord’s management of the premises, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
3. Use the roof above the premises.
4. Change the Landlord’s lock system.
5. Alter the premises without Landlord’s written consent, including but not limited to signs of any size or type.
6. Allow a lien of any type to be placed on the premises.
7. Enter any areas of property not specifically assigned to Tenant, including but not limited to areas identified by “KEEP OUT” or “DO NOT ENTER” signs.
8. Assign this lease or sublease any portion of the premises.

C. Landlord agrees to--

1. Lease the premises to Tenant for the entire term beginning on the commencement date.
2. Obey all laws, ordinances, orders, and applicable rules and regulations pertaining to the use of the premises.
3. Repair and maintain the premises in good working order.
4. Insure the building; Tenant will have no claim to any proceeds of Landlord’s insurance policy.
5. Return the security deposit to Tenant, less itemized deductions, if any, within thirty days after the termination of this lease.

D. Landlord agrees not to--

1. Interfere with Tenant’s possession of the premises as long as Tenant is not in default.

Landlord and Tenant agree to the following--

1. **Alterations.** Any physical additions or improvement to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.
2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.
3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage. Landlord and Tenant agree to notify issuing insurance companies of this release and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the premises. This lease is a security agreement that creates a **CONTRACTURAL LANDLORD'S LIEN** under the Texas Property Code and the Uniform Commercial Code. Landlord may file a copy as a financing statement.
5. **Default by Landlord/Events.** Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.
6. **Default by Landlord/Tenants Remedies.** Tenant's remedy for Landlord's default is to terminate this lease.
7. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
8. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter the premises to perform Landlord's obligations, (b) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person until the default is cured, without being liable for damages, (c) foreclose on and sell Tenant's personal property at either a public auction or a private sale, or (d) any other remedy under the Uniform Commercial Code, applicable laws, or ordinances. This lease is a security agreement that creates a **CONTRACTURAL LANDLORD'S LIEN** under the Texas Property Code.
9. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. **Security Deposit.** If Tenant defaults, Landlord may use the security deposit to pay arrears of rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default. Moreover, if Tenant vacates prior to six months paid occupancy for any reason, Landlord will retain the security deposit.
11. **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a Tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, with or without the consent of the Landlord, will extend the term.
12. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party shall recover reasonable attorney's fees.
13. **Venue.** Venue is Burtleson County.
14. **Entire Agreement.** This lease, together with the attached exhibit, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibit not incorporated in writing in this lease.
15. **Amendment of Lease.** Only an instrument in writing signed by Landlord and Tenant may amend this lease.
16. **Limitation of Warranties.** There are no warranties that extend beyond those expressly stated in this lease.
17. **Injuries.** Landlord is not responsible for injuries sustained on Landlord's property.
18. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their address.
19. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.
20. **Base Rent/Schedule of Fees.** Schedule of Fees may be adjusted with 45 days advance notice to Tenant.

This lease agreement was executed on the date of _____ **TENANT HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS SIGNED LEASE AGREEMENT.**

Landlord,
Griff's Harbor

Tenant (or Co-Tenant, if applicable)

Tenant (or Co-Tenant, if applicable)

SCHEDULE OF SERVICES & FEES

	<u>Monthly Rate</u>	Yearly Rate = <u>Twelfth Month Free</u>
12ft x 27ft Boat Stalls	\$45.00	\$495.00
Open Air Storage	\$25.00	\$275.00
Lost Key Replacement	\$10.00	
Dishonored Check Charge	\$30.00 (or the maximum allowed by law)	

We appreciate your business!
The Griffin family