



## Storage/Rental Agreement

**THIS RENTAL AGREEMENT** ("Agreement") is dated for reference purposes as of this \_\_\_\_ day of 20\_\_\_\_, by and between BEDICO INTEREST, LLC (BI), a Louisiana limited liability company (hereinafter, the "BI"), and the tenant as set forth below (hereafter, "Tenant").

In consideration of the covenants, conditions and agreements set forth herein, to be kept and performed by Tenant, BI hereby leases to Tenant and Tenant hereby leases from BI the storage space named below (the "Space") Bedico Creek Preserve, Madisonville, LA 70447 (the "Facility"), for the purpose of the storage of the vehicle identified below ("Vehicle").

**1. Tenant Information:** Tenant information must be current and accurate. Please print. Must include all registered owners.

Name\_\_\_\_\_

Address\_\_\_\_\_

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

Phone (Home) \_\_\_\_\_ (Bus) \_\_\_\_\_ (Mobile) \_\_\_\_\_ E-Mail Address\_\_\_\_\_

Driver License Number\_\_\_\_\_ State \_\_\_\_\_

VIN \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Insure Policy#\_\_\_\_\_ Insurance Co. \_\_\_\_\_

Space#\_\_\_\_\_

Monthly Rent                \$ \_\_\_\_\_ (Three Month Minimum)

Prepaid Rent                \$ \_\_\_\_\_

Deposit                      \$ \_\_\_\_\_

Administration Fee        \$ \_\_\_\_\_

**2. Term:** This Agreement is an ANNUAL or MONTHLY (rental period) rental agreement which shall commence on the date of execution and shall continue through the last day of the current period. Thereafter, the term of this Agreement shall automatically renew for an equivalent period unless notice is given thirty (30) days prior to the end of the current tenancy by either party, subject to all terms and conditions herein.

TENANT AGREES TO GIVE WRITTEN NOTICE OF INTENT TO TERMINATE OF VACATE THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT PERIOD AND TENANAT AGREES THAT FAILURE TO GIVE SUCH WRITTEN NOTICE WILL BE DEEMED A RENEWAL OF THIS AGREEMENT. If, for any reason, Tenant fails to remove his/her property from the Space by 5:00 p.m. on the last day of the month in which notice of intent to terminate or vacate is given, then this Agreement shall be automatically renewed for additional one (1) month periods until property is removed. In the event this Agreement is extended or renewed, it is expressly agreed that the covenants and terms of this Agreement shall remain in full force and effect.

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**3. Rent:** The rent shall be payable the first day of each calendar month (or each year in the case of an annual contract), in advance and without set off or demand. If rent is not paid by the Fifth (5<sup>th</sup>) day of the month due, Tenant agrees to pay a late charge of Twenty Dollars (\$20.00). Tenant agrees to pay a Twenty-Five Dollar (\$25.00) charge for each returned check. The late charges and returned check charges shall be deemed additional rent. In addition, costs incurred by BI by reason of Tenant's breach of any provision of this Agreement shall be deemed additional rent, and may be demanded by BI at any time, or withheld from Tenant's deposit, or waived, all in BI's sole and absolute discretion. The agreed rental rate may be changed at renewal by BI by giving Tenant ten (30) days written notice before the end of the rental period. BI reserves the right to refuse partial payment but, if accepted, partial payment of rent does not waive or void the legal effect of prior notices given to Tenant unless expressly agreed to in writing by BI.

**4. Deposit:** Tenant shall pay in advance the Deposit for one month's rent per vehicle, receipt of which is hereby acknowledged, to secure Tenant's faithful performance of all of the terms of this Agreement. Tenant agrees that BI need not segregate this Deposit from other funds, and that no interest will be due for the period of time during which the Deposit is held. This Deposit shall be returned to Tenant within fourteen (14) days after Tenant surrenders the Space to BI, less all charges for cleaning, repairing, or otherwise preparing the Space for rental to others. At BI's sole option, amounts may be withheld from the Deposit to compensate BI for rent, or any other charges, due and unpaid under the Agreement, at the time Tenant relinquishes, abandons, or otherwise loses possession of the Space by operation of law.

**5. Administration Fee:** Concurrently with the execution of this Rental Agreement, Tenant shall pay BI the Administration Fee of \$75.00 as a nonrefundable new account fee, which Tenant acknowledges is fair and reasonable.

**6. Renewal:** BI reserves the right not to extend or renew this Agreement with or without cause, and Tenant agrees to vacate upon any default by Tenant or upon any notice of termination from BI.

**7. Use:** Tenant shall only store personal property owned by Tenant incidental to the care and use of the Vehicle, and shall not store valuables, collectables, heirlooms or other property with sentimental value. Tenant is strictly prohibited from storing or using materials on the premises classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Notwithstanding the foregoing, Tenant shall have the right to maintain reasonable amounts of gasoline, oil, transmission and brake fluids and other such substances in the Vehicle as consistent with its normal and proper operation and care. Tenant's obligations of indemnity as set forth in Paragraph 11 herein specifically includes any cost, expenses, fines or penalties imposed against BI, arising out of storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitee or guests. Tenant shall not perform any maintenance or repairs of the Vehicle at the Facility including, without limitation, changing the oil or any other fluids. Tenant shall not do or permit to be done any act which creates or may create a hazard, nuisance or an environmental problem in connection with Tenant's use of the Space or Facility. In BI's sole discretion, access to the Facility may be conditioned in any matter deemed reasonably necessary by BI. Tenant acknowledges that the Space shall be used for vehicle storage only, not to be used for the conduct or operation of any business.

**8. Condition of Vehicle:** Tenant warrants and represents to BI that the Vehicle is in operable condition, is capable of being moved under its own power, or the power of a 1-ton truck and is free from oil and other fluid leaks except incidental drips which may easily and safely be contained using a drip pan or other such device. Subject to the terms of Paragraph 9, Tenant agrees, at its sole cost and expense, to at all times maintain the Vehicle in operable condition with tires inflated, battery charge, with such gasoline, oil and fluid levels maintained consistent with normal and proper operations and care, free of oil and other fluid leaks (other than incidental leaks as described above). Further, Tenant agrees to at all times maintain current and to provide to BI the Vehicle registration and such vehicle inspection certificates as may be required under state law. As a condition to

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commencement of the storage of the Vehicle at the Facility, Tenant grant to BI the right to move the Vehicle at such times and for such purposes as BI, in its sole discretion, deems advisable or appropriate.

**9. Default:** Time is of the essence in the performance of the Agreement in and the payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Tenant shall fail or refuse to perform any one (1) of the covenants, conditions or terms of this Agreement, Tenant shall be deemed in default in the performance of this Agreement. Nothing contained in this Agreement shall be construed as limiting BI's rights and remedies as provided under the laws of this State.

In case of default, and without prejudice to any other remedies, BI may:

A. Terminate the Agreement, and

B. SEIZE AND SELL THE PROPERTY SUBJECT TO THE LESSOR'S PRIVILEGE GRANTED BY LA. CIVIL CODE ARTICLE 2707. In addition, Tenant agrees to reimburse Lessor for all costs incurred by BI in enforcing such privilege, including, but not limited to, costs of opening locks, inventory of stored property, reasonable storage costs, attorney's fees, and any other costs as may be provided by law.

**10. Bankruptcy:** In the event that Tenant files a voluntary petition in bankruptcy or suffers a petition in involuntary bankruptcy to be filed against him/her or makes an assignment for the benefit of creditors or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupy the Space is an issue, then, at the option of the BI, this Agreement shall terminate, and Tenant shall thereafter have no right, title or interest in or to any of the Space.

**11. Termination:** The lease created this Agreement may be terminated upon thirty (30) days prior written notice by Tenant to BI, or by BI to Tenant, before the end of the current period. BI, at its sole discretion, may also terminate this Agreement in the event of any breach of the covenants, terms or conditions of this Agreement. Upon termination of this Agreement, Tenant shall remove the Vehicle and all of Tenant's other personal property from the Space, and shall immediately deliver possession of the Space to the BI in the same condition as delivered to Tenant at the commencement of this Rental Agreement, reasonable wear and tear excepted.

**12. Waiver:** No waiver by BI, its agents, representatives or employees of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.

**13. Change in Terms:** All terms of the Agreement including, without limitation, periodic rental rates, conditions of occupancy and charges are subject to change upon thirty (30) days prior written notice to Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving BI ten (10) days prior written notice to terminate. If the Tenant does not give such notice, the change shall become effective and apply to his/her occupancy.

**14. Subletting, Assignment and Access:** No subletting of the Space or any portion thereof or assignment of this Agreement may be made by Tenant without first obtaining a written permission from BI in advance. Any third party named in writing by Tenant to BI may be added as an authorized party to have access to the Space as an accommodation to Tenant, but such party shall have no rights under this Agreement. Tenant agrees that he/she shall at all times hereunder be liable for any and all actions of any party authorized by Tenant to have access to the Space.

**15. Warranties:** TENANT HEREBY WARRANTS THAT ALL THE INFORMATION GIVEN BY HIM/HER AND INCORPORATED IN THIS AGREEMENT IS TRUE, COMPLETE AND COMPLETE AT THE TIME OF EXECUTION OF THIS AGREEMENT. Tenant agrees to immediately notify BI in writing by certified mail, if any information given by Tenant shall change.

**16. Severability:** If any part of this Agreement for any reason is declared invalid, void or otherwise unenforceable, such decision shall not affect the validity of the balance of this Agreement and the parties agree that this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby the intention of the parties that would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for reason, be hereafter declared invalid, void or unenforceable.

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**17. Succession:** BI may at any time assign this Agreement in which event, BI shall no longer be responsible or liable under the terms of this Agreement and all of the provisions hereof shall apply to, bind and obligate the parties and their heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**18. State Law to Apply:** This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Louisiana.

**19. Disclaimer:** The agents and employees of BI are not authorized to make warranties about the Space or Facility referred to in Agreement. BI agents' and employees' oral statements do not constitute warranties and shall not be relied upon by Tenant, nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and no other warranties are given beyond those set forth in this Agreement. The parties hereto agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded from this transaction and shall not apply to the Space or Facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected the Space and Facility, and that Tenant accepts such Space and Facility as is and with any faults.

**20. Entire Agreement:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, or unless such items are modified pursuant to the provisions of Paragraph 16 above.

**21. Headings:** The headings of the various provisions of the Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the parties.

**22. Rules and Regulations:** BI shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care and cleanliness of the Facility, or the preservation of good order on the Facility. Tenant agrees to follow all of BI's rules and regulations now in effect, or that may be put into effect from time to time.

**23. Change of Address:** IT SHALL BE THE DUTY OF THE TENANT OF FURNISH THE BI NOTIFICATION, IN WRITING BY CERTIFIED MAIL, TO BI'S ADDRESS PROVIDED HEREIN OF ANY CHANGE OF ADDRESS OR PHONE NUMBER OF TENANT, TOGETHER WITH THE NAMES, ADDRESS AND PHONE NUMBER OF THE HOLDER OR ANY LIEN ON THE VEHICLE.

**24. Hours of Access and Gate Codes:** Hours Mon- Fri \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm and Sat-Sunday \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm, Gate access code \_\_\_\_\_

**BI:**

Bedico Interest, LLC.

A Louisiana limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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