



Tenant's name: 93rd DISTRICT COURT Space number(s): 403

Date form filled in: 03-07-08

### SELF-SERVICE STORAGE RENTAL AGREEMENT

Contract #: 1895

(Use for all self-service storage, including outdoor storage)

**JAN 20 2012**  
name 8:25

1. **TENANT INFORMATION.** Tenant is [check one]:  the individual signing this Agreement, or  a business. [Please print all information below.]

Tenant's last name (or name of business if Tenant is a business) JOEL ESPINOZA First name 93rd DISTRICT COURT Initial(s) JE Date of birth 11/29/13

Tenant's mailing address for notices (P.O. Box or street address with apt number, city, state, and ZIP code) 100 N. OLIVER ST EDINBURG TX 77539 Employer's name \_\_\_\_\_

The above address will be used for all written notices to Tenant unless Tenant gives written notice of address change to Lessor.

Tenant's Soc. Sec.# (or Tax ID# if Tenant is a business) 956 318-2255 Tenant's home phone (956) 314-0610 Tenant's work phone \_\_\_\_\_ Tenant's cell phone \_\_\_\_\_

List person(s) with same access and lock cutting rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space number, and account status.

JOEL ESPINOZA JACQUE TAKES JUDGE DELAHO

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, or child over 18 to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any of such persons at any time.

2. **TENANT INFORMATION.** Tenant  is or  is not [check one] in the military. If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable]  in the reserves or National Guard or  on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, phone number, or other information in paragraph 1. A change of mailing address will not be effective unless the new address is COMPLETE and the notice is in WRITING and SIGNED by Tenant and actually RECEIVED by Lessor. Return addresses on envelopes, forwarding orders, or addresses on checks are insufficient. Phone numbers may be changed orally or in writing.

3. **TENANT'S SPACE.** Space number(s): 403 Approx size(s) (exact dimensions may vary): 5x1000

Minimum lease term: \_\_\_\_\_ months Tenant's facility access code (if any): 4039308 Other codes (if any): \_\_\_\_\_

4. **DOLLARS AND DATES.** Tenant's security deposit is \$ \_\_\_\_\_. Tenant's right to occupy the space begins: 11/29/08 and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (c), (d), (g), (h), (i), (j), (m) and (o) are "per space."

|  |   |  |
|--|---|--|
| (a) Rent ..... \$ <u>80.00</u> per month   | (f) Charge for returned mail (not providing address change).... \$ <u>5.00</u>  | (k) Charge for sending statutory notice of claim for unpaid sums (including mail costs).... \$ <u>10.00</u>  |
| (b) Monthly rental due date..... <u>7th</u> of month   | (g) Charge for Lessor's locking of space when Tenant's lock is missing.... \$ <u>5.00</u>                                 | (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs) ..... \$ <u>35.00</u>   |
| (c) Initial late charge if rent not received by <u>5</u> days after due date..... \$ <u>10.00</u>      | (h) Charge per day if Tenant fails to lock after 7-day notice..... \$ <u>3.00</u>   | (m) Charge for conducting foreclosure sale at public auction for nonpayment.... \$ <u>50.00</u>  |
| (d) Subsequent late charge if rent not received by _____ days after due date..... \$ _____             | (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32..... \$ <u>15.00</u>               | (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs).... \$ <u>150.00</u>  |
| (e) Returned check charge (including bank charges, mail costs, time and overhead)..... \$ <u>25.00</u> | (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f)..... \$ _____ | (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate—paragraphs 10, 37, and 39(c).... \$ <u>10/hr</u> |

5. **PAYMENTS AND NOTICES.** Payments  may or  may not [check one] be made in cash. Payments  may or  may not [check one] be made by personal or company check. Payments  may or  may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashier's check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, or faxed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor.

6. **SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

7. **COPIES AND ATTACHMENTS.** Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]:

|  |   |   |
|--|---|---|
| <input type="checkbox"/> Vehicle/trailer addendum (form) | <input type="checkbox"/> Supplemental rules, dated _____                  | <input checked="" type="checkbox"/> Form for change of Tenant address, phone          |
| <input type="checkbox"/> Boat addendum (form)            | <input checked="" type="checkbox"/> Insurance application (Tenant option) | <input type="checkbox"/> Spanish copy of lease (informational only)                   |
| <input type="checkbox"/> Other addendum, dated _____     | <input checked="" type="checkbox"/> Move-out notice (form)                | <input checked="" type="checkbox"/> Other <u>gate access code &amp; security code</u> |

**TENANT** JOEL ESPINOZA  
Signature of Tenant or Tenant's authorized agent (and title, if any)  
Printed name of individual signing  
07523921 State TX Expiration date 11/29/13  
Drivers license of individual signing

**LESSOR** \_\_\_\_\_  
Signature of Lessor's Agent  
Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) are also shown below:

**SAFEGUARD MINI STORAGE, L.L.C.**  
**Climate Controlled Storage**  
 2721 Bonnie Drive Edinburg, Texas 78539

Other ID if no drivers license 03-07-08 Date of signature  
E-mail address (if any) \_\_\_\_\_  
Vehicle license: state and number \_\_\_\_\_

#### NOTICE TO TENANT AND RELEASE

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge date(s) in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Tenant will furnish own lock. NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE — REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE. Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

Tenant Initials: JE

#### CALCULATION OF INITIAL PAYMENT

|   |                 |
|---|-----------------|
| 1. Current month's rent .....                       | \$ _____        |
| 2. Additional rent (thru _____, _____) \$ _____     |                 |
| 3. Non-refundable administration fee .....          | \$ _____        |
| 4. Deposit (see para. 39 for refund procedures).... | \$ _____        |
| 5. Other .....                                      | \$ _____        |
| 6. Sales tax .....                                  | \$ _____        |
| <b>TOTAL MOVE-IN COST DUE NOW .....</b>             | <b>\$ _____</b> |
| <b>NEXT RENT PAYMENT AMOUNT IS .....</b>            | <b>\$ _____</b> |
| <b>NEXT RENT IS DUE ON .....</b>                    | <b>_____</b>    |

8. **TERM AND RENEWAL.** Lessor agrees to rent to Tenant the storage space described in paragraph 3. The beginning date of Tenant's right to use the space is shown in paragraph 4. The Rental Agreement automatically continues on a month-to-month basis after the lease term ends until it is terminated in writing by Tenant or Lessor, according to paragraph 9.
9. **TERMINATION AND MOVE-OUT NOTICE.** Provided that Tenant complies with the minimum length of lease term in paragraph 3, Tenant may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor's mailing address at least 10 days before Tenant's intended termination date. If mailed, such notice must be postmarked at least 10 days before such termination date. Lessor's mailing address for all payments and notices is shown on page 1. Lessor may terminate this Agreement by mailing or hand delivering written notice to Tenant 15 days in advance of termination. 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 or hand delivering 5 days advance written notice of termination to Tenant. Lessor may terminate this Agreement sooner under paragraphs 24(4) and/or 25. Tenant may not holdover after termination of possession or termination of the lease by Lessor.
10. **MOVE-OUT DUTIES.** At or before the end of the rental term or renewal period, Tenant must vacate the space completely. Tenant must remove Tenant's lock and deliver or mail written notice to Lessor on the day of move-out, stating that Tenant has moved out. Tenant must remove all contents and debris. Tenant must leave space "broom clean" if space has solid floor. Tenant must return all pass cards, pass keys, or other items issued to Tenant or pay Lessor's standard charges for any nonreturns.
11. **RENT AND CHARGES.** Monthly rent is in paragraph 4(a). Rent must be received by Lessor in advance without demand at Lessor's mailing address on or before the due date in paragraph 4(b). Rent is delinquent and Tenant is in default if rent is not received by that date. There is no grace period. Initial late charge is shown in paragraph 4(c) and subsequent late charge(s), if any, are shown in paragraph 4(d). Late charges are agreed liquidated damages for Lessor's time, effort, inconvenience, and overhead in corresponding, telephoning, and record keeping (except for attorneys fees and other charges in paragraph 4) regardless of the extent of collection efforts. At Lessor's option and without notice, Lessor may apply money received to any obligation of Tenant under this Agreement—regardless of Tenant requests or Tenant notations on checks or money orders to apply the money to a specific purpose and regardless of when the obligations arose or the number of spaces covered in the Agreement. If you fail to pay all amounts due within 10 days after we mail you a notice demanding payment and stating that your account may be turned over to a collection agency, you must pay all collection-agency fees.
- If a written notice to Lessee is returned to Lessor due to Tenant's failure to notify Lessor of a change in Tenant's mailing address, Lessee will pay the charge in paragraph 4(f). The charge is limited to a one-time charge per each unchanged address. Lessor has no duty to place a lock on Tenant's space. But if the Tenant's space is lockable and has no lock on it and Lessor locks it with Lessor's lock, Tenant will pay for the reasonable cost of the lock and for the locking charge in paragraph 4(g); and Tenant will pay the daily failure-to-lock charge in paragraph 4(h) commencing 7 days after such notice is mailed or telephoned by Lessor to Tenant and continuing until Tenant's lock is on the space. Such Lessor action does not create a bailment or constitute care, custody, or control.
12. **NO INVOICES.** Tenant's obligations are not contingent on receiving invoices. Any invoices from Lessor are sent as a courtesy only.
13. **NO SUBLETTING OR ASSIGNMENT.** Tenant is not permitted to sublet or assign this Agreement.
14. **NO ALTERATIONS.** Tenant may not modify, alter, paint, deface, or put holes in the walls, floors, or ceilings of the space or facility, in any manner.
15. **NO WARRANTIES.** No express or implied warranties are given by Lessor. Lessor disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose. Lessor's agents and employees have no authority to make warranties or alter this Agreement other than in writing under paragraph 6 (special provisions) or paragraph 30 (rule changes).
- Tenant inspected or had the right to inspect the space and the facility before signing this Rental Agreement. Tenant accepts same "AS IS," including existing access controls, lighting, construction design or quality, and fences/gates, or lack thereof. Lessor does not promise safety or security of persons or property on the premises, and Lessor has no duty of safety or security of same, under any circumstances. Video cameras may be nonoperational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement, or other assertion or omission made by Lessor or Lessor's agents relating to the space and facility. Instead, Tenant is relying on Tenant's own inspection and this written Rental Agreement.
16. **WAIVER.** Lessor's agents and employees do not have authority to waive, amend, or terminate this Agreement or to make promises, representations, or agreements which impose any duties of security or other obligations on Lessor unless done in writing in paragraph 6 regarding special provisions or in any addendum or supplemental rules.
17. **RESPONSIBILITY FOR DAMAGE.** Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery persons, family, guests, or their animals to the space rented or to any other real or personal property located at the facility or used in connection with it.
18. **LESSOR'S RIGHT OF ENTRY.** Lessor may enter the space under any of the following circumstances:
- (1) Lessor has express written or oral authority from Tenant to enter;
  - (2) Lessor reasonably believes there is an "emergency" including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, faulty alarm systems, storage of animals, explosives, ammunition, spoiled food, carcasses, volatile chemicals, or fuel not in compliance approved by Lessor;
  - (3) Lessor has reasonable grounds to believe that criminal activity is occurring in the space;
  - (4) Lessor has made written request to Tenant by mail for access to the space for relocation of contents after casualty loss or for inspection, repair, or improvement, and Tenant has failed to provide such access at the time and date requested, which may be no sooner than 7 days from the mailing of such request; or
- (5) Lessor is exercising Lessor's lien under paragraph 24. Otherwise, Lessor may not enter the space.
- Lessor may remove Tenant's lock(s) and relocate all contents elsewhere in the facility if: (a) Lessor has authority to enter under this paragraph, AND (b) Lessor has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft. Lessor will pay labor costs of relocation and Tenant will pay for new lock. If Lessor relocates and stores property found in Tenant's space as authorized above, Tenant will no longer be liable for rent under paragraph 4(a) but will be liable for reasonable storage charges not exceeding the rent in that paragraph. If Tenant's lock is removed under this paragraph or under paragraphs 19 or 24(6), Tenant will pay the lock removal charges under paragraph 4(i). Lessor will promptly notify Tenant by regular mail or phone of any entry or relocation authorized by this paragraph. Tenant will continue to have access to relocated property except when in default.
19. **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 for inspection by such officer; and such officer may lock 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.
20. **NONLIABILITY AND RELEASE FOR LOSS OR INJURY; AND INSURANCE.** Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, family, and guests while in the facility. Lessor is not a bailee and has no safetykeeping duties for Tenant's property at any time under any circumstances. In this Agreement, "Tenant's property" and "contents" mean all contents that have been stored in the space or brought onto the property by Tenant or others. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW. Any insurance maintained by Lessor is by law only for the benefit of the Lessor.
- WITHOUT LESSOR'S WRITTEN PERMISSION, TENANT WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000 OR THAT MAY CAUSE EMOTIONAL DISTRESS OR CONSEQUENTIAL DAMAGES IF IT WERE MISSING, STOLEN, OR DAMAGED. TENANT WILL PURCHASE FIRE, THEFT, AND CASUALTY INSURANCE ON ALL OF TENANT'S PROPERTY IF ITS VALUE EXCEEDS \$1000. 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 by weather, accident, or negligence of such parties or their animals.
- TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANT'S INSURANCE. 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 space.
21. **RULES.** Tenant, Tenant's employees, agents, family, and guests must comply with rules and policies on pages 3 and 4 and with any other rules posted on a sign in plain view at the time of leasing or mailed or hand delivered to Tenant at any time.
22. **LIEN.** Under Chapter 59 of the Texas Property Code, Lessor has a priority contractual and statutory lien on all property in Tenant's space to secure payment of all monies due and unpaid by Tenant. Lien enforcement procedures are contained in paragraph 24 and in the statute on page 4.
23. **DEFAULT BY TENANT.** Tenant will be in "default" if:
- (1) Tenant has failed to pay any sum when due under this Agreement (payment must be received at Lessor's mailing address shown on page 1); or
  - (2) Tenant has failed to notify Lessor of a change in Tenant's address or phone number as required in paragraph 2 on page 1; or
  - (3) Tenant has provided false or incorrect information to Lessor in this Agreement or in any mailing address changes submitted to Lessor; or
  - (4) Tenant has failed to comply with any other provision of the Agreement or any supplemental rules of Lessor; or
  - (5) Tenant has violated health, safety, or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.
24. **LESSOR'S REMEDIES.** If Tenant is in "default," Lessor may exercise one or more of the following remedies at any time:
- (1) lock Tenant's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space as per paragraph 4(g);
  - (2) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) and/or chain or wheel boot Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and charge an overlocking or chaining charge as per paragraph 4(j);
  - (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating paragraphs 36 or 37 until such violation ceases and overlock charges are paid;
  - (4) terminate Tenant's right of possession and/or terminate this Agreement by giving Tenant 3 days' written notice to vacate; and if Lessor files an eviction lawsuit, Tenant will pay Lessor attorneys fees and court costs plus the judicial eviction charge as per paragraph 4(n) for Lessor's time, inconvenience, and overhead for filing the eviction suit;
  - (5) collect charges in paragraph 4 as appropriate and exercise any other remedy or right allowed by law; and/or
  - (6) enforce Lessor's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Chapter 59, Texas Property Code (see statute on page 4). Seizure and sale will only be for default in paying sums due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor both overlocks Tenant's space and mails a statutory notice of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock or locks with a lock that is part of an enclosure that solely encloses Tenant's property without Lessor having authority to enter under paragraphs 18(1), (2), or (3) and without Lessor being directed to remove Tenant's lock by a health or law officer under paragraph 19. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when: (1) Lessor attaches a security chain or wheel boot to Tenant's property to immobilize the property, OR (2) Lessor denies Tenant access to the facility and mails a statutory notice of claim to Tenant soon thereafter.

If Lessor has sent statutory notice of claim for unpaid sums, Tenant is liable for Lessor's charge for same under paragraph 4(k). In addition to statutory requirements of notice of claim and advertising/posting, Lessor may send to Tenant via regular mail a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper ad charges in paragraph 4(l), foreclosure sale charges in paragraph 4(m), and reasonable auctioneer charges. At foreclosure sale, all contents in the space may be sold item-by-item, in batches, or by the entire space, at Lessor's option. If a creditor of Tenant has a lien on property in the space and if the lien is recorded with the Texas Secretary of State, Texas Dept. of Transportation, or Texas Dept. of Parks and Wildlife, Lessor may, upon payment by the creditor of all or part of the sums due by Tenant, turn over possession of such property to the creditor (1) anytime before the public sale date if procedures of Property Code Section 70.006 are followed or (2) immediately before accepting bids on the day of public sale.

**25. REDEMPTION.** Tenant may redeem property up until bids are accepted at foreclosure sale if Tenant pays all sums due. If there are multiple rental agreements, Tenant may redeem under one agreement without having to redeem under all. If there are multiple spaces on a single rental agreement, redemption on less than all spaces is allowed only upon Lessor's written approval. If Lessor mailed Tenant a notice of time, date, and place of sale and if Tenant redeems prior to sale, Lessor may, at Lessor's option, terminate this Agreement at time of redemption by hand delivering to Tenant or Tenant's redemption agent or mailing to Tenant a 3-day written notice to vacate; and if Tenant fails to timely move out, Tenant will pay 125% of the regular rent on a daily prorated basis from the end of the 3-day period until actual moveout date, plus amounts due under paragraphs 4 and 24(4) if eviction suit is filed.

**26. ABANDONMENT.** Tenant has "abandoned" the storage space if ALL of the following occur: (a) Tenant has given Lessor written or oral move-out notice; (b) Tenant's lock has been removed from the space (if the space is lockable) by someone other than Lessor; and (c) the move-out date or termination date has expired. Tenant also has "abandoned" the storage space if ALL of the following occur: (a) Tenant has not paid rent or other sums due; (b) Tenant's lock has been removed (if the space is lockable) by someone other than Lessor or has been removed by Lessor when exercising a statutory seizure; and (c) Tenant's space contains nothing of value to the ordinary person. The space will also be deemed abandoned if due to a casualty the unit contains nothing of value to the ordinary person, and you fail to remove all items from the space within 10 days after we mail you a notice of abandonment due to casualty.

If the space has been "abandoned" as defined above, Tenant relinquishes all rights to contents in the space; and Lessor may remove any lock, enter, remove, and/or dispose of all contents. Unless the space has been "abandoned" or there has been a judicial eviction, Lessor may not dispose of any of its contents except by: (a) exercising the lien seizure and sale procedures of Chapter 59, Texas Property Code (see statute on page 4); or (b) entering in an "emergency" under paragraph 18 or allowing entry by a health or law officer under paragraph 19, and throwing away property which, in the good faith judgment of Lessor or such officer, is an imminent danger or health hazard under paragraph 18.

**27. INDEMNITY AND SUBROGATION. TENANT WILL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL CLAIMS, DAMAGES, GOVERNMENT FINES, LAWSUITS, AND LAWSUIT COSTS RELATING TO LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW.**

Tenant waives all insurance subrogation rights and releases Lessor from all liability for all claims covered by Tenant's insurance. Tenant's insurance carrier for property stored in Tenant's space or in the facility will not be subrogated to any claim of Tenant against Lessor or Lessor's officers, employees, or agents. Lessor's employees and agents are not allowed to do work for Tenant; and if they do so at Tenant's request, they are not agents of Lessor; and Tenant will hold Lessor harmless from any resulting damages.

**28. REFUNDS.** Tenant must satisfy paragraph 39 for refunds. Unless a longer period of time is stated in an addendum or in supplemental rules at the time of signing, Tenant is liable for rent for the remainder of the month of move-out or for 10 days after move-out, whichever is longer. Refunds will be mailed to Tenant's mailing address listed in paragraph 1, as changed under paragraph 2. Deposits are not advance rentals. Deposits do not bear interest or limit Tenant's liability for damages or other sums due.

**29. TSSA MEMBERSHIP.** Lessor represents that Lessor or Lessor's management company is, at the time of signing this Agreement, a member of the Texas Self Storage Association, Inc. If not, this Agreement is voidable and unenforceable at Tenant's option; and Lessor will be in violation of the Texas Deceptive Trade Practices Act. Persons violating TSSA's copyright by reproducing this form without authority will be prosecuted. This Agreement is valid only in Texas.

**30. CHANGES IN RULES OR AGREEMENT.** Lessor may make changes in the rules (paragraphs 32 through 39) and any supplemental rules, effective immediately, if: (1) the changes do not change dollar amounts or due dates; (2) the changes are applicable to all tenants in the facility; and (3) the changes have been mailed or hand delivered to Tenant or posted onsite on an exterior sign in plain view.

Lessor may change any part of this Agreement, including rental rate, due date, late charge dates, and charges listed in paragraph 4 by hand delivering to Tenant or sending notice to Tenant via regular mail to Tenant's address in paragraph 1 (as updated by Tenant according to paragraph 2) at least 30 days prior to the effective date of the changes. If Lessor follows such notice procedure, this Agreement will automatically continue thereafter on a month-to-month basis, until the revised rental agreement is terminated by either party (paragraph 9); and such revised rental agreement, including any rental increases and other changes, will not require Tenant's signature to become effective.

**31. MISCELLANEOUS. NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY LESSOR.** This Agreement is the entire agreement. Lessor's agents have no authority to make promises or amend this Agreement unless in writing. All obligations are to be

performed in the county where the facility is located. Rent and late charges are due without notice; and all other sums owed are due on oral or written notice or demand. All remedies are cumulative, and the exercise of one remedy is not an election or an exclusion of other remedies.

Time is of the essence. Texas law applies. Tenant expressly waives (1) any notice or demand for performance by Lessor and (2) any opportunity to cure by Tenant on any matter. Except in suits for eviction, rent, and/or charges under paragraph 4, mediation before filing any suit is required. Any trial will be to the court only; and all parties waive jury trial. Omission of initials does not invalidate this Agreement. Facsimile signatures are binding. Invalidity of one part of the Agreement does not invalidate the entirety. Payment of all sums is an independent covenant.

Notice from or to multiple Tenants is notice from or to all Tenants on this Agreement. Except in lawsuits involving personal injuries, the prevailing party shall recover attorneys fees and litigation costs from the non-prevailing party. Tenant will reimburse Lessor for all attorneys fees and litigation costs incurred by Lessor in (1) defending or responding to third party actions or requests to recover property stored in Tenant's space or (2) clarifying whether a court order regarding Tenant's space applies to Lessor. Unpaid sums bear 18% annual interest from due date, compounded annually. This Agreement is subordinate to all facility mortgages and is binding on the parties' successors. All persons signing this Agreement represent they have authority to legally sign for the party they claim to represent. Notices and documents must be in English or, at Lessor's option, in any language that Tenant reads or speaks.

## RULES AND POLICIES

### 32. RENT POLICIES.

- Rent is due on the due date in paragraph 4(b). Payments must be delivered or mailed to Lessor's mailing address at the bottom of page 1.
- Rent is delinquent after the due date in paragraph 4(b). Late fees will be charged as provided in paragraphs 4(c) and 4(d).
- Lessor may require or prohibit payment by check, money order, cashiers or travelers check, credit card or cash, at any time, as provided in paragraph 5.
- If cash payments are allowed, Tenant should get a receipt. Returned check charges will be made as provided in paragraph 4(e).
- All payments by money order or check (including cashiers checks and travelers checks) must contain the Tenant's storage space number(s).
- If any sum due by Tenant is delinquent, Lessor may "overlock" Tenant's storage space (if the space is lockable) and/or Lessor may apply a security chain or wheel boot to Tenant's property (if the space is not lockable); and Tenant will incur overlock charges and/or chaining charges as shown in paragraph 4(j). If the space is unlockable and one or more pieces of Tenant's property is chained, Tenant will be charged the chaining charge shown in paragraph 4(j) for each item chained. Section 93.002 of the Texas Property Code regarding commercial lockouts does not apply.
- If Tenant has multiple locks on the space at time of overlocking, Lessor may remove any lock(s) necessary for overlocking without liability for replacement. If Tenant has a wheel boot attached to the property at the time of Lessor's chaining and/or wheel booting, Lessor may remove Tenant's wheel boot without liability for replacement.
- Lessor's overlock, chain, or wheel boot will not be removed until all sums due are paid in full. Lessor is not required to accept partial payment(s) from Tenant. Acceptance of partial payment(s) does not waive Lessor's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting) done prior to partial payment.

### 33. CHANGE OF TENANT'S ADDRESS AND PHONE NUMBER.

- Lessor must be able to contact Tenant at all times, especially in cases of missing locks, break-ins, fire, emergencies, unpaid rent, etc.
- Tenant's mailing address in paragraph 1 is the address for all notices and requests to Tenant. Notices and requests from Lessor to Tenant are not required to be sent to the Tenant's emergency contact person or other person(s) having right of access who are named in paragraph 1.
- Tenant must notify Lessor of any change in Tenant's mailing address. Address changes are not effective unless the new address notice is in WRITING and SIGNED by Tenant and is RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us are not sufficient.
- Change-of-address forms are available at the office (and a copy may be attached to the Agreement). Change-of-address notice from you by letter or postcard is acceptable.
- Tenant must notify Lessor promptly, either orally or in writing, of any change in Tenant's phone number.
- Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, phone number, or satisfactory ID.

### 34. HOURS OF OPERATION AND RULE CHANGES.

- Hours of facility access are posted at the entry, along with office hours (if any). The facility may be closed on holidays.
- Hours may be changed by posting at the facility or by regular mail to tenants. Rules may be changed as provided in paragraph 30. We may temporarily close all or part of the facility due to casualty, including impending natural disasters such as hurricanes.
- Special hours of access may be granted for one or more tenants.

### 35. TENANT RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

- If the space is lockable, Tenant's space must be locked with Tenant's lock at all times. If Tenant fails to lock Tenant's space and Lessor locks the space with Lessor's lock, a "locking" charge is due under paragraph 4(g). Lessor is not required to lock unlocked spaces.
- If the space is lockable, Tenant's lock needs to be a heavy-duty, case-hardened steel lock to deter vandalism and break-ins. Only one Tenant lock is allowed on a lockable space.
- ALL PROPERTY IS STORED AND TRANSPORTED AT TENANT'S SOLE RISK. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW.**
- Tenant must maintain fire, casualty, and theft insurance on the contents of Tenant's space as required by paragraph 20 and any addendum or supplemental rules. Insurance application forms may be available at the facility office, if any. Lessor is not obligated to furnish such forms.

### 36. STORAGE RULES.

- (a) Tenant MAY NOT STORE under any circumstances the following:
- (1) any living creature or organism, or any dead animal or other carcass;
  - (2) gasoline, oil, fuel, grease, anti-freeze, or flammable chemicals;
  - (3) explosives, fireworks, or ammunition;
  - (4) corrosive, toxic, poisonous, or hazardous materials or waste;
  - (5) asbestos or asbestos-containing construction materials;
  - (6) lawn debris (grass clippings, brush, etc.);
  - (7) construction debris, tires, oil, or batteries, whether new or used;
  - (8) items having a noxious smell in Lessor's sole judgment;
  - (9) marihuana and/or controlled substances; operating phones;
  - (10) prohibited weapons under the Texas Penal Code; or
  - (11) stolen property, and items illegal for self storage under any law.
- (b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT STORE any of the following:
- (1) anything with a fuel tank (vehicles, boats, motorcycles, mowers, etc.);
  - (2) gasoline cans or similar containers for combustible fuel;
  - (3) liquid propane tanks, oxygen tanks, or similar containers; or
  - (4) food, fertilizers, pesticides, or items which are wet and could mildew.
- (c) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT USE the space or any portion of the facility for the following:
- (1) lodging, sleeping, cooking, or consumption of alcoholic beverages;
  - (2) garage sale, flea market, or direct sales from the space;
  - (3) parties, gatherings, meetings for any purpose, or building floats;
  - (4) business office or full-time work area;
  - (5) sanding, painting, welding, soldering, or operating power equipment;
  - (6) practicing or playing musical instruments (individual or group);
  - (7) any use that violates zoning, fire, or criminal codes or other laws; or
  - (8) activities classified as a nuisance in Lessor's sole judgment.
- (d) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT DO any of the following:
- (1) alter, paint, or deface any part of the space or facility;
  - (2) put weight on or attach anything to structural elements;
  - (3) put holes in floors or other parts of the leased space;
  - (4) have a visible sign or install an alarm system in or on the space; or
  - (5) modify electrical service or use electricity for other than lights.
- (e) LESSOR MAY EXCLUDE, but is not required to exclude, from Tenant's storage space and the facility:
- (1) any person without a key or combination to Tenant's storage space and is not with a person who has such key or combination (if space is lockable);
  - (2) any person who has a key or combination to a storage space (if the space is lockable), and is not listed in paragraph 1 of this Agreement; and
  - (3) any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws.
- (f) GENERAL.
- (1) All persons must comply with posted signs that are plainly visible.
  - (2) Animals must be kept inside vehicles. Exceptions are guide dogs for disabled persons and animals of Lessor or Lessor's staff.
  - (3) Please do not ask staff to help load, unload, or move anything.
  - (4) Lessor's employees are prohibited from doing manual labor for tenants because of risk of injury and insurance considerations.
  - (5) All persons must wear footwear to prevent injuries.
  - (6) Anything affixed to walls, ceiling, or other parts of the space without Lessor's consent becomes the property of Lessor, at Lessor's option.
  - (7) Tenant will be liable for reasonable charges for removing unlawfully attached property, repairing any damage, and removing trash in common areas left by Tenant, Tenant's family, guests, or contractors.
  - (8) Urination or defecation by animals is not permitted except in

designated areas, if any. Urination or defecation by persons is not permitted except in restrooms, if any.

- (9) Please conserve energy by turning off all lights prior to leaving.
- (10) No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the facility.

### 37. GROUND RULES.

- (a) Identification of persons on the premises.
- (1) Lessor may require any person entering the facility to sign in.
  - (2) Lessor may require any person in the facility to show such person's current driver's license or other governmental ID card, with photograph.
  - (3) Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry proper ID at all times.
  - (4) Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility. Please report any suspicious activity.
- (b) Tenant and Tenant's employees, agents, guests, and families:
- (1) must NOT exceed five-mile per hour speed limit inside facility;
  - (2) must NOT block traffic or prevent vehicles from entering or exiting;
  - (3) must NOT leave vehicles or other items in common areas unattended;
  - (4) must NOT park vehicles in fire lanes or in marked no-parking areas;
  - (5) must NOT work in driveways, parking spaces, or common areas;
  - (6) must NOT change oil or fluids in vehicles or discharge liquids of any kind in spaces, halls, driveways, or common areas;
  - (7) must NOT litter halls, driveways, parking areas, or dumpster areas;
  - (8) must NOT block access to dumpsters or use any dumpsters for disposal of items which may not be stored in Tenant's space under these rules;
  - (9) must NOT use any dumpsters for off-site refuse (lawn clippings, brush, food, construction debris, bedding, furniture, etc.); and
  - (10) must NOT disturb other tenants.
- (c) Anything subject to licensure (autos, vans, trucks, motorcycles, boats, trailers, etc.) parked in violation of the above may be towed under Section 684.001, Texas Transportation Code. All other property left unattended outside in the facility overnight may be disposed of at Lessor's option.
- (d) Lessor is not liable for malfunction of mechanical or electrical devices which control facility gates; but Lessor will proceed diligently to repair after the problem is discovered by Lessor. Lessor has no duty to remove ice, sleet, or snow from common areas; but, at Lessor's option, Lessor may remove same in whole or in part, with or without notice.

### 38. ABANDONMENT OF STORAGE SPACE AND CONTENTS.

If Tenant has "abandoned" the storage space as defined in paragraph 26, Lessor will have all remedies as set forth in that paragraph.

### 39. REFUNDS AND MOVEOUTS.

- (a) Move-out notice forms are available at the office. Please allow 30 days for return of refundable rent and/or deposit. See paragraph 28.
- (b) Unless an addendum to the Rental Agreement provides otherwise, conditions for refunding prepaid rent and deposit are as follows:
- (1) Tenant must give Lessor 10 days' written move-out notice;
  - (2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out;
  - (3) Tenant's lock (if any) must be removed on or before move-out date; or if the lock belongs to Lessor, the lock must be returned to Lessor;
  - (4) Tenant must not leave trash in the space, halls, or driveways;
  - (5) Tenant must stay minimum term length in paragraph 3; and
  - (6) Tenant must be current in all obligations at time of move-out.
- (c) Tenant will be liable for damages and for cleaning charges under paragraph 4(o) and all disposal costs for Tenant's failure to remove all contents and debris, failure to "broom clean" the space (if it has a solid floor), and other lease violations.

## TEXAS PROPERTY CODE, CHAPTER 59 SELF-SERVICE STORAGE FACILITY LIENS

### §59.001. DEFINITIONS. In this Chapter:

- (1) "Lessor" means an owner, lessor, sublessor, or managing agent of a self-service storage facility.
- (2) "Rental agreement" means a written or oral agreement that establishes or modifies the terms of use of a self-service storage facility.
- (3) "Self-service storage facility" means real property that is rented to be used exclusively for storage of property and is cared for and controlled by the Tenant.
- (4) "Tenant" means a person entitled under a rental agreement to the exclusive use of storage space at a self-service storage facility.

### §59.002. APPLICABILITY.

This chapter applies to a self-service storage facility rental agreement that is entered into, extended, or renewed after September 1, 1981.

### §59.003. APPLICABILITY OF OTHER STATUTES.

- (a) Subchapter B, Chapter 54, does not apply to a self-service storage facility.
- (b) Unless a lessor issues a warehouse receipt, bill of lading, or other document of title relating to property stored at the facility, the following statutes do not apply to the self-service storage facility: (1) Chapter 7, Business & Commerce Code, as amended; (2) Subchapter A, Chapter 14, Agriculture Code, as amended; and (3) Sections 14.201, 14.204 through 14.214, and 14.216, Agriculture Code.

### §59.004. VARIATION BY AGREEMENT AND WAIVER.

Except as expressly provided by this chapter, a lessor or tenant may not vary the provisions of this chapter by agreement or waive rights conferred by this chapter.

### §59.005. DAMAGES FOR VIOLATION.

A person injured by a violation of this chapter may sue for damages under the Deceptive Trade Practices Consumer Protection Act (Subchapter E, Chapter 17, Business & Commerce Code).

### §59.006. ATTACHMENT AND PRIORITY OF LIEN.

A lien under this chapter attaches on the date the tenant places the property at the self-service storage facility. The lien takes priority over all other liens on the same property.

### §59.007. PURCHASE OF PROPERTY.

A good faith purchaser of property sold to satisfy a lien under this chapter takes the property free of a claim by a person against whom the lien was valid, regardless of whether the lessor has complied with this chapter.

### §59.008. REDEMPTION.

A tenant may redeem property seized under a judicial order or a contractual landlord's lien prior to its sale or other disposition by paying the lessor the amount of the lien and the lessor's reasonable expenses incurred under this chapter.

### §59.009. RESIDENTIAL USE.

A tenant may not use or allow the use of a self-service storage facility as a residence.

### §59.021. LIEN PROPERTY ATTACHED.

A lessor has a lien on all property in a self-service storage facility for the payment of charges that are due and unpaid by the tenant.

### §59.041. ENFORCEMENT OF LIEN.

- (a) Except as provided by Subsection (b) of this section, a lessor may enforce a lien under this chapter only under a judgment by a competent jurisdiction that forecloses the lien and orders the sale of the property to which it is attached.
- (b) A lessor may enforce a lien under this chapter by seizing and selling the property to which the lien is attached if:
- (1) the seizure and sale are made under the terms of a contractual landlord's

lien as underlined or printed in conspicuous bold print in a written rental agreement between the lessor and tenant; and

- (2) the seizure and sale are made in accordance with this chapter.

### §59.042. PROCEDURE FOR SEIZURE AND SALE.

- (a) A lessor who wishes to enforce a contractual landlord's lien by seizing and selling or otherwise disposing of the property to which it is attached must deliver written notice of the claim to the tenant.
- (b) If the tenant fails to satisfy the claim before the 15th day after the day that the notice is delivered, the lessor must publish or post notices advertising the sale as provided by this subchapter.
- (c) If notice is by publication, the lessor may not sell the property until the 15th day after the day that the first notice is published. If notice is by posting, the lessor may sell the property after the 10th day after the day that the notices are posted.

### §59.043. CONTENTS AND DELIVERY OF NOTICE OF CLAIM.

- (a) The lessor's notice to the tenant of the claim must contain:
- (1) an itemized account of the claim;
  - (2) the name, address, and phone number of the lessor or the lessor's agent;
  - (3) a statement that the contents of the self-service storage facility have been seized under the contractual landlord's lien; and
  - (4) a statement that if the claim is not satisfied before the 15th day after the day that the notice is delivered, the property may be sold at public auction.
- (b) The lessor must deliver the notice in person or by certified mail to the tenant's last known address as stated in the rental agreement or in a written notice from the tenant to the lessor furnished after the execution of the rental agreement. Notice by mail is considered delivered when the notice, properly addressed with postage prepaid, is deposited with the United States Postal Service.

### §59.044. NOTICE OF SALE.

- (a) The notice advertising the sale must contain:
- (1) a general description of the property;
  - (2) a statement that the property is being sold to satisfy a landlord's lien;
  - (3) the tenant's name;
  - (4) the address of the self-service storage facility; and
  - (5) the time, place, and terms of the sale.
- (b) The lessor must publish the notice once in each of two consecutive weeks in a newspaper of general circulation in the county in which the self-service storage facility is located. If there is not a newspaper of general circulation in the county, the lessor may instead post a copy of the notice at the self-service storage facility and at least five other conspicuous locations near the facility.

### §59.045. CONDUCT OF SALE.

A sale under this subchapter must be a public sale at the self-service storage facility or a reasonably near public place. The lessor must conduct the sale according to the terms specified in the notice advertising the sale and sell the property to the highest bidder.

### §59.046. EXCESS PROCEEDS OF SALE.

If the proceeds of a sale under this subchapter are greater than the amount of the lien and the reasonable expenses of the sale, the lessor shall deliver written notice of the excess to the tenant's last known address as stated in the rental agreement or in a written notice from tenant to the lessor furnished after the execution of the rental agreement. The lessor shall retain the excess and deliver it to the tenant if the tenant requests it before two years after the date of the sale. If the tenant does not request the excess before two years after the date of the sale, the lessor owns the excess.