



Tenant's name: Juvenile Probation Space number(s): 80 + 81

Date form filled in: _____

SELF-SERVICE STORAGE RENTAL AGREEMENT

Contract #: _____

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

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

Hidalgo County Juvenile Probation Dept.
Tenant's last name (or name of business if Tenant is a business) First name Middle initial Date of birth

1001 N Doolittle Rd. Edinburg TX 78542
Tenant's mailing address for notices (P. O. Box or street address with apt. number, city, state, and ZIP code) Employer's name

The above address or Tenant's email address provided below will be used for all written notices to Tenant unless Tenant gives written notice of change to Lessor.

Tenant's Soc. Sec.# (or Tax ID# if Tenant is a business) () 956 587-6200 ()
Tenant's home phone Tenant's work phone Tenant's cell phone

Tenant authorizes Lessor, at Lessor's option, to provide Tenant's space number(s), access code, account status, or assistance with lock removal to persons listed above.

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, child over 18 or estate executor 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 such persons at any time.

2. TENANT INFORMATION. Tenant is or is not [check one] in the military. What branch? _____ If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] in the reserves, National Guard, or Texas State Guard or on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or any other information provided by Tenant. Except as provided in paragraph 33, a change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein in WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.

3. TENANT'S SPACE. Space number(s): _____ Approx size(s) (exact dimensions may vary): _____
Minimum lease term: _____ month(s) Tenant's facility access code (if any): _____ Other codes (if any): _____

4. DOLLARS AND DATES. Tenant's security deposit is \$ _____ Tenant's right to occupy the space begins: _____, 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>245.00</u> per month	(f) Charge for returned mail (not providing address change)... \$ _____	(k) Charge for sending statutory notice of claim for unpaid sums..... \$ <u>10.00</u>
(b) Monthly rental due date <u>1st</u> of month	(g) Charge for locking space when unlocked or improperly locked ... \$ _____	(l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs) \$ <u>50.00</u>
(c) Initial late charge if rent not received (fill in only ONE) by <u>5</u> of month, OR by day _____ after due date \$ <u>15.00</u>	(h) Charge per day if Tenant fails to lock after 7-day notice \$ _____	(m) Charge for conducting foreclosure sale at public auction for nonpayment ... \$ <u>50.00</u>
(d) Subsequent late charge if rent not received (fill in only ONE) by _____ of month, OR by day _____ after due date \$ _____	(i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32..... \$ _____	(n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys' fees or court costs).... \$ _____
(e) Returned payment charge (including bank charges, mail costs, time and overhead)..... \$ <u>35</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 38(c).... \$ <u>12.00</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, traveler's 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, faxed, texted or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. **EXCEPT AS OTHERWISE PROVIDED BY LAW, NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL OR TEXT IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS OR CELL PHONE NUMBER.**

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

7. COPIES AND ATTACHMENTS. Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]:
 Vehicle/trailer addendum (form) Supplemental rules, dated _____ Form for change of Tenant contact information
 Boat addendum (form) Insurance application (Tenant option) Spanish copy of lease (informational only)
 Other addendum, dated _____ Move-out notice (form) Other _____

TENANT
 Signature of Tenant or Tenant's authorized agent (and title, if any)

LESSOR
Signature of Lessor's Agent

Hon Richard F Cortez, Hidalgo County Judge
Printed name of individual signing

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) and email address (if any) are also shown below:

Driver's license of individual signing _____ State _____ Expiration date _____
Other ID if no driver's license _____ Vehicle license: state and number _____
Date of signature _____ Email address _____

Danaby Rentals (956) 396-1000
512 W. Canton Rd
Edinburg TX 78539

NOTICE TO TENANT AND RELEASE
Rent is due in advance on the due date specified in ¶4. Rent paid after the late charge date(s) in ¶4 will result in late charges. 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 ALL LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND 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 IN WHOLE OR PART 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.

CALCULATION OF INITIAL PAYMENT		Per Month.
1. Current month's rent	<u>80 + 81 (245.00 each)</u>	\$ <u>990.00</u>
2. Additional rent (thru _____, _____)....		\$ _____
3. Non-refundable administration fee		\$ _____
4. Deposit (see para. 38 for refund procedures).....		\$ _____
5. Other		\$ _____
6. Sales tax		\$ _____
TOTAL MOVE-IN COST DUE NOW		\$ _____
NEXT RENT PAYMENT AMOUNT IS		\$ _____
NEXT RENT PAYMENT IS DUE ON _____		

Tenant Initials: _____

- (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. 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 provides a statutory notice of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock or locks from a door or gate 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 provides 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 provide to Tenant 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) and foreclosure sale charges in paragraph 4(m). 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 Dept. of Motor Vehicles, or Texas Dept. of Parks and Wildlife, Lessor may, upon payment by the creditor of all sums due by Tenant within the time period described by Texas Property Code Section 59.0445, turn over possession of such property to the creditor.

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 provided 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 providing 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 move-out 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 provide 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; 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 ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND 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 IN WHOLE OR PART 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 38 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, or as changed per 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 38) and any supplemental rules, effective immediately, if: (1) the changes do not change dollar amounts or due dates; and (2) the changes have been emailed, mailed, faxed 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 providing written notice to Tenant via any method of written contact provided by tenant (as updated by Tenant according to

paragraphs 2 and 33) 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; 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 filed by Lessor for eviction, rent, lien foreclosure, 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 and electronic 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. Notices required by law must be given in a manner allowed by law, but nothing shall prevent Lessor from providing those notices via additional means of communication. Lessor may provide notice to or otherwise contact Tenant relating to Tenant's lease by any means available, including phone, text, email or other methods. Email, mail, text, fax or other electronic methods shall all be considered written notice for purposes of this lease. Notice shall be deemed to have been provided by mail when deposited in the mail to the Tenant's last address provided by the Tenant or to an address used by a Tenant in communications with Lessor, or by email, fax, text or other methods when sent to an address or number provided by the Tenant or used by the Tenant in communications with Lessor.

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, cashier's or traveler's check, credit card or cash, at any time, as provided in paragraph 5.
- If cash payments are allowed, Tenant should get a receipt. Returned payment (nsf check or other dishonored payment) charges will be made as provided in paragraph 4(e).
- All payments by money order or check (including cashier's checks and traveler's 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), absent express written agreement otherwise.

33. **CHANGE OF TENANT'S ADDRESS, PHONE NUMBER, EMAIL.**

- 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 and/or email address on page 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) who are named in paragraph 1. Other than the Tenant listed in paragraph 1, no other person shall have right of entry or access, but Lessor at Lessor's option may allow entry to other person(s) pursuant to paragraph 1.
- Except as provided in (d) below, Tenant must notify Lessor via mail or email of any change in Tenant's contact information. The notification must include an express request for Lessor to update tenant's specified contact information (for example, mailing address, phone number, or email address). Contact information changes are not effective unless the notice is in WRITING and SIGNED and DATED by Tenant and is RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us, or emails sent from a new address without an express request to update tenant's email or other contact information, are not sufficient. However, a return envelope provided by us on which you expressly check a pre-printed box to indicate that your address on the return address is a new address, shall suffice for change of address purposes if received by us. Any email sent from an address on file with the facility (listed on the first page of the lease or subsequently provided to Lessor in compliance with this agreement) will be considered signed.
- If Lessor provides an online form or similar option for updating Tenant's contact information, Tenant may update contact information in this manner.
- 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.

- (f) Tenant must notify Lessor promptly, either orally or in writing, of any change in Tenant's phone number.
- (g) Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, email, phone number, or satisfactory ID.

34. HOURS OF OPERATION AND RULE CHANGES.

- (a) Hours of facility access may be posted at the entry, along with office hours (if any). The facility may be closed on holidays.
- (b) Hours may be changed by posting at the facility or by notice to tenant. 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.
- (c) Special hours of access may be granted for one or more tenants.

35. TENANT RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

- (a) 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) or 4(h). Lessor is not required to lock unlocked spaces.
- (b) 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.
- (c) ALL PROPERTY IS STORED AND TRANSPORTED AT TENANT'S SOLE RISK. LESSOR IS NOT LIABLE FOR ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND 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 IN WHOLE OR PART 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.
- (d) 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) marijuana and/or controlled substances of any kind;
 - (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 anything 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-miles 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 Chapter 2308, Texas Occupations 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. REFUNDS AND MOVEOUTS.**
- (a) Move-out notice forms are available at the office. Please allow at least 60 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, stains or fluid/leakage, or failure to "broom clean" the space (if it has a solid floor), and other lease violations.

Texas Property Code Chapter 59 governs the Self-Storage lien process.

A copy of the statute can be found at www.capitol.state.tx.us

A copy may also be accessed from the Texas Self Storage Association website: www.txssa.org