

Store It All Storage - McPherson
611 Gale St.

Laredo, TX 78041

ph. 956-722-2607/fx. 956-722-2608/email: mcpherson@StoreItAllStorage.com

unit# CC89 Gate Acces: 63648 *

Welcome! The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self storage facility.

1. Your rent is \$164.00 and is due on the first (1st) of each month plus \$10.00 Protection Plan for said balance of \$174.00 starting October 1 2016 and ending September 30 2017.
2. We will not send you a bill. Please mail your payment to our address or bring it into the office. (dropbox on door)
3. We accept checks, credit cards or money orders for monthly payments NO CASH. You can also pay automatically every month, with your credit card on file. ask the manager for details. You must sign an authorization form for the monthly billing. If you'd like to pay online, just go to www.laredotxstorage.com and register with your unit number and acces code that appears on this contract.
4. If payment is not received by the 1st of the month your gate acces will be denied. We will overlock your unit on the 2nd of the month. A late fee will be applied on the 6th of the month in the amount of \$15.00. A second late fee of \$15.00 will be apply on the 16th of the month. THERE ARE NO EXCEPTIONS TO THIS LATE FEE POLICY.
5. If your payment falls delinquent 30days, we will process, your unit for Public Auction. There will be a 30.00 Cut Lock Fee and a 50.00 Auction Processing Fee and addition to late fees. Upon starting auction procedures We are not liable for damage, loss or alienation of items of sentimental nature or value (protection plan not valid after auction procedures).
6. A partial payment will not stop fees or official procedures.
7. _____ Management may deliver notice of changes in rent or other fees or notice of actions relating to collections or auction by email.
8. A \$35.00 fee is automatically charged for all returned checks as well as a 15.00 late fee. All future payments must be made by money order, or credit card.
9. We do not assume liability for the goods you store. We require tenants to maintain, at their own expense the Protection Plan on the belongings stored.
10. Only one lock is allowed per door latch. If more than one lock is found, you may be subject to a \$30.00 administration fee for the removal of the lock. If your key or your lock is lock we cut the lock for \$30.00 THERE ARE NO EXCEPTIONS. It is against the law to bring cutting material on the premises. We will call the police.
11. Do not use the rental unit for anything but DEAD STORAGE. Do not store any flammable, explosive or illicit materials. The unit is to be used for storage only.
12. _____ The storage unit must be vacated on or before the last day of the month for which rent has been paid and all terms and conditions of this agreement are met by the tenant. You must provide us with ten (10) days notice of your intention to vacate.
13. The storage unit must be cleaned, emptied, in good condition - subject only to wear and tear - and ready to re-rent. A fee of \$35 dollars shall be charged for storage unit not left in broom free condition. Tenant shall be liable for any dump fees.
14. Tenant's lock must be removed upon termination of occupancy. Failure to remove lock will result in you being charged the next month's rental and late fees.
15. Office hours are from 9:00 AM to 5:30 PM, Monday through Friday and 9:00 AM to 1:00 PM on Saturday. Close on Sunday's. (Office hours are subject to change).
16. Gate hours are 7 days a week from 6:00am to 10:00pm for tenants that are not delinquent. The gate will not open after 10:00pm so please be out on time.
17. _____ We do not prorate when you vacate a unit. If your unit is not vacant before the first (1st) day of the month, a full month's rent is due. There are no exceptions!
18. _____ Please keep us updated of any address changes and/or phone number changes. Until we are notified in writing with your signature, the only valid address and telephone number present is on the lease.
19. Please leave aisles clear and do not block another tenant's door.
20. Tenant's acknowledges that the dumpster on site is for managements use ONLY. Tenant will not put trash in or around the dumpster. Any tenant seen leaving trash in or outside of the container will be charged a \$50.00 trash removal fee. NO EXCEPTIONS.
21. Tenant acknowledges that the value of his/her belongings in the storage unit does not exceed \$3,000.
22. The unit sizes quoted by Management are approximate and not precise.
23. We will strictly enforce all policies and conditions in our contract. **WE DO NOT MAKE EXCEPTIONS!**

Thank you! We appreciate your business and look forward to you having a pleasant stay with us. If we can be of further help, please let us know.

Tenant Signature Webb County Date

STORE IT ALL STORAGE

Protection Plan Lease Addendum Notice of Change of Rental Agreement Terms Legal Liability for Property Damage

Occupant: Webb County

Unit #: CC89

Date: February 02, 2016

164.00 plus Protection Plan Lease Rent \$10.00

This Protection Plan Lease Addendum is made part of your Rental Agreement, effective immediately.

Your Rental Agreement going forward will also be known as a Protection Plan Lease Agreement.

- 1. Rental Agreement Release of Liability.** Your Rental Agreement provides that: (a) your property is stored at your sole risk of loss or damage; (b) you accept the storage unit and storage facility "as is"; (c) the facility owner is not liable for loss or damage to your stored property, even if caused by the owner's negligence; and (d) you are responsible for insuring your property while it is in storage. Collectively, these provisions are referred to as the "Liability Release".
- 2. Up to \$3,000.00 Reimbursement for \$10 per Month.** In consideration of your payment of \$10 a month in additional rent, the Liability Release in your Rental Agreement is modified. You will not be required to provide proof of insurance, and Store It All Storage will agree to reimburse you up to \$3,000 for your lost or damaged goods, or up to \$300 for losses caused by rodents or insects.

Reimbursement is conditioned upon your timely payment of the additional rent, Store It All Storage's legal liability, and is subject to the limitations below. All other terms and conditions of the Rental Agreement remain in full force and effect.

- 3. Liability of Store It All Storage.** Store It All Storage assumes responsibility for loss or damage to your stored property arising from (a) any latent or patent defect in the storage unit or facility; (b) any active or passive negligence, or willful acts of Store It All Storage or its employees; (c) any breach of contract or legal duty by Store It All Storage; and (d) any other liability of Store It All Storage imposed by law, including vicarious liability and strict liability. This means that if Store It All Storage can be held legally responsible for your loss, we will waive the protections of the Liability Release for losses up to the reimbursement amount listed in section 2 and will pay you to repair or replace your damaged or lost items up to the reimbursement limit, subject to the other limitations stated in the Addendum.
 - If, for example, your property is damaged or lost because of a roof leak, pipe break, or a break-in that Store It All Storage failed to prevent, we will reimburse you for your lost or damaged items up to the applicable amount listed in section 2 above, subject to the limitations below.
- 4. Repair or Replacement of Your Property.** Store It All Storage will reimburse you for the actual cost to repair your damaged items or replace them with items of similar quality, up to the applicable amount stated in paragraph 2 above. In the event of a loss, you promise and represent that the information you submit to Store It All Storage will be truthful, accurate and complete, and that you will cooperate with Store It All Storage in good faith for the speedy resolution of any claim.
- 5. Liability Not Assumed by Store It All Storage.** Store It All Storage will not be liable and will not pay for (a) any personal injury to you or others; (b) any loss or damage caused by your negligent acts or omissions, willful misconduct or violation of law; (c) any loss or damage caused by persons for whom you are responsible; (d) any loss or damage in excess of the applicable reimbursement amount (see section 2 above); (e) any loss or damage to property located outside of your storage unit, including vehicles; (f) any loss or damage to prohibited items (see section 6 below); (g) any loss or damage to vehicles or boats stored outside of an enclosed storage unit; (h) any

loss or damage caused by unknown or mysterious causes; (i) any loss or damage caused by wet or dry rot, mold, hurricane, flood, surface water, underground water, or water that backs up or overflows from a sewer, drain or sump; (j) any loss or damage caused by terrorist attack, law enforcement, war or military action; (k) any loss or damage caused by earthquake or volcanic eruption; or (l) any loss or damage caused by dust, nuclear reaction, radiation, biological or chemical contamination; (m) we will not be liable and will not pay for any loss or damage caused by wind and water damage; (n) any theft of property resulting from the thief removing a non-disc type lock. See section 6 below. Cylinder lock only facilities excluded. (Disc locks are mandatory)

Notwithstanding anything to the contrary, Store It All Storage's liability for your stored property is limited as specifically described in this Addendum. No bailment is created and Store It All Storage does not assume the care, custody or control of your stored items.

6. **Disc Locks are Mandatory.** For crime prevention purposes you must lock your unit with a disc lock. If your storage unit is not currently locked with a disc lock, you must put one on within 30 days of the date of this notice. Reimbursement for the theft of property arising from break-ins resulting from the use by occupant utilizing a non-disc lock will not be reimbursed under the Protection Plan Lease. (Cylinder lock only, facility excluded) See section 5 (n) above.
7. **Prohibited Items are Not Protected.** Per your Rental Agreement, you have agreed not to store certain items and Store It All Storage will not be liable or pay for any loss of such items, including money, checks, stamps, deeds, evidence of debt, securities, notes, collectibles, jewelry, watches, precious or semi-precious stones, furs, antiques, works of art, food or beverages, plants, animals, any explosive, flammable, hazardous or toxic materials, ammunition, stolen or contraband items.
8. **Not Insurance.** The agreement by Store It All Storage to modify the Liability Release and assume limited liability for the loss or damage of your stored property under the Rental Agreement is not an insurance policy, and Store It All Storage is not an insurance company. The terms and protections of the Protection Plan Lease are not the same as an insurance policy. Unlike insurance, there is no deductible for you to pay s.furman@sbcglobal.coms.furman@sbcglobal.com in the event of a loss, and you will deal directly with Store It All Storage and not an insurance company or third party claims adjuster.
9. **Failure to Pay Rent.** If your rent is not received by Store It All Storage within **ten (10)** days of the due date, your Protection Plan Lease protections will be suspended and Store It All Storage will have no responsibility for the loss of or damage to your property until you pay all rent due.
10. **Termination and Modification.** The Protection Plan Lease may be modified or discontinued by Store It All Storage at any time upon ten (10) days written notice. If you do not agree to the terms of this Addendum, you must opt out as provided below or terminate your Rental Agreement within the 10-day period by giving us written notice and vacating your storage unit.
11. **Opt Out.** You may terminate your participation in the Protection Plan Lease, and terminate this Addendum at any time by providing Store It All Storage with a certificate of insurance showing that you have a current policy of property insurance covering your stored items. If you opt out of the Protection Plan Lease, you promise to maintain property insurance coverage as long as you store with us, and to provide proof of insurance upon request. Under the terms of the Rental Agreement, you assume all risk of loss or damage of your stored property and you release Store It All Storage from liability for loss or damage to your property from any cause including Store It All Storage's negligence. You will look solely to your insurance carrier in the event of a loss of your property.

Webb County


Priscilla Martinez.

8/4/16

Access Code: **CC89 63648*** (You do not have to enter the preceding zeros)

RENTAL AGREEMENT

This agreement dated February 02, 2016, between Webb County (hereinafter referred to as "TENANT") and Store It All Storage - McPherson (hereinafter referred to as "MANAGEMENT"). MANAGEMENT does hereby rent to TENANT storage unit number CC89 (10.0 x 15.0) in a building located at 611 Gale St. Laredo, TX 78041 to be used as storage for personal or business property for the monthly rate of 164.00 payable on the first (1st) day of each month hereinafter. Rental payment is payable in advance.

MANAGEMENT acknowledges receipt of Tenant's payment, including the first (1st) month's rent, prepaid rent (if applicable) and a security deposit (if applicable). All payments made to MANAGEMENT pursuant to the agreement shall be applied first to administrative and late charges, then the balance to accrued and unpaid rent, then credited to future rent. This agreement shall expire on the last day of each month and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE NEXT PAGE.

- (a) Rent \$164.00 per month
- (b) Monthly rental due date.... 1st of month
- (c) One time Administrative fee \$15.00
- (d) Initial late charge if not recieved by 5 days after due date..... \$15.00
- (e) Subsequent late charge if rent not by 15 days after due date.....\$15.00
- (f) Returned payment charge (including bank charges, mail costs, time, and overhead).....\$35.00
- (g) Charge for locking space when unlocked or improperly locked...\$10.00
- (h) Charge perday if Tenant fails to lock after 7-day notice.....\$
- (i) Charge for removing Tenant's lock when authorized by paragraphs paragraphs 6, 21, 23 \$30.00
- (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs
- (k) Charge for sending statutory notice of claim for unpaid sums..... \$20.00
- (l) Charge for newspaper ad of sale (to cover time, inconvenience, ad)... \$50.00
- (m) Charge for conducting foreclosure sale at public auction for nonpayment \$50.00
- (n) Charge for having to judicially evict (to cover time and inconvinence, does not include attorneys fees or court costs).\$200.00
- (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate ----.....\$50.00

TENANT agrees to give MANAGEMENT ten (10) days written notice of his/her intention to vacate the storage unit. TENANT shall be liable for the full month's rent if not vacated by the first of the month.

TENANT acknowledges that there is a one (1) month rental minimum NO REFUNDS will be given after lease is signed even if tenant decides he/she does not need storage unit. Initials x

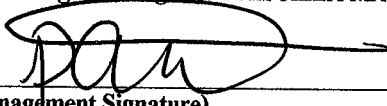
TENANT acknowledges that MANAGEMENT does not carry any insurance which in any way covers any loss whatsoever that TENANT may have or claim by renting the Storage Unit. **We do carry a Protection Plan which is part of the rental agreement.**

TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS ON THE NEXT PAGE AND AGREES TO BE BOUND BY THEM.
BY PROVIDING TENANTS EMAIL ALLOWS US TO SEND ALL NOTIFICATIONS TO TENANTS THROUGH EMAIL
Executed on February 02, 2016,

Tenant Name: Webb County

By (Management Agent): PRISCILLA MARTINEZ

x _____
(Tenant Signature)



(Management Signature)

Lease Number: 2112

Please Remit To:
Store It All Storage - McPherson
611 Gale St.
Laredo, TX 78041

c/o: Webb County
(Tenant Company Name)

1110 Victoria St #107
(Tenant Street Address)

Laredo, TX 78041
(Tenant City, State, Zip)

956-523-4200 (5235131)
(Tenant Home Phone)

(Tenant Work Phone)

gipalomares@webbcountytx.gov
(Tenant Email Address)



Conditions

1. Tenant further covenants with Management that at the expiration of terms of this Lease, peaceable possession of the premises shall be given to the Management, in as good condition as they are now, normal wear, inevitable accidents and loss by fire excepted; and the Tenant agrees not to let, sublet, or assign the whole or any part of the premises without written consent of the Management. Tenant agrees not to affix shelving or other articles to the walls, ceiling or doors. Tenant must provide his own lock and keep unit locked at all times, using only one lock per unit door clasp.
2. Tenant shall not place or keep in the premises explosives, flammable liquids, contraband or other goods prohibited by the law and agrees to abide by any rules promulgated by Management governing the use of these premises. Tenant shall not permit damage to the premises and shall indemnify and hold Management harmless from any claim or cause of action arising out of Tenant's use of the premises. Tenant assumes responsibility for any loss or damage to property stored by Tenant in the premises.
3. **Insurance Obligations: TENANT ACKNOWLEDGES THAT LESSOR DOES NOT PROVIDE INSURANCE COVERING TENANT'S PROPERTY.** Tenant agrees and understands that, as a required condition of tenancy, tenants must maintain, at tenant's expense, a policy of fire and extended coverage insurance with burglary, vandalism, and malicious mischief endorsements for the full value of tenant's property and provide proof of such coverage to lessor. Tenant expressly agrees that the carrier of any third party insurance shall not be subrogated to any claim of tenant against lessor, or lessor's agents or employees. Tenant agrees to indemnify and hold harmless lessor from any expense, cost, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation. Tenant agrees and understands that lessor and lessor's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy. Insurance is available through most insurers. **NOR SHALL MANAGEMENT BE LIABLE TO TENANT AND/OR TENANT'S GUEST OR INVITES OR AGENTS WHILE ON OR ABOUT MANAGEMENT PREMISES.**
4. All leases expire on the last day of each month. The management may terminate said lease for any reason including if Tenant is not in full compliance with the terms of this Lease, subject to Management's approval. **TENANT'S FAILURE TO VACATE THE PREMISES OR REMOVE THE LOCK ON THE LAST DAY OF THE MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.**
5. Rental payments are due on the first (1st) of each month without demand. Payments made after day 6 of the month are subject to a 15.00 Late Charge. Mailed payments must be postmarked by day 5 of the month to avoid the Late Charge. If payment is not received by day 15 of the month, a 15.00 Late Fee will be applied. If rental payments are not paid in full within five (5) days of the due date, including Late Charge, and/or Returned Charge, of Miscellaneous Charge, the Management may, at its option, declare the Tenant in default. No notice need be given of default. **MANAGEMENT DOES NOT SEND OUT BILLINGS FOR MONTHLY RENTAL CHARGES.**
6. The Management may, at its option, take possession of the goods in the Storage Unit on or after day 2 of the month if full payment is not received by the date. **Taking possession of the goods shall consist of over-locking the Storage Unit door to prevent Tenant's access to the Storage Unit until all rental, late fees and miscellaneous charges are paid in full.** In the event payment is made by check, cash, or credit card. Management will remove overlock within a period not to exceed 3 days from receipt of payment.
7. **The personal property in Storage Unit may be sold to satisfy the lien if Tenant is in default.** Management shall have a lien on all personal property stored within each Storage Unit for rent, labor, or expenses reasonably incurred in the sale, pursuant of Texas General Statutes. All moving, storage and/or sales costs associated with sale of goods shall be borne by Tenant. After a lien against the personal property in the unit arises, **ONLY A PAYMENT IN THE FULL AMOUNT OF THE LIEN WILL BE ACCEPTED TO SATISFY LIEN, PARTIAL PAYMENTS WILL NOT STOP ANY AUCTION PROCEDURES OR LEGAL ACTIONS.**
8. The Management may, at its option, **REMOVE THE TENANT'S LOCK AT TENANT'S EXPENSE TO APPRAISE STORED GOODS FOR SALE. The administrative charge for lock cutting is \$30.00.** Management may at this time move property to another location to be stored and Tenant agrees to be solely liable for any damage, loss or expenses incurred by his action. And the parties agree that Management shall have a lien upon all personal property stored in the unit to secure payment of this charge, as well as all other charges owed to Management. **If the rental account is brought current, the Management shall remove its lock. The Tenant is responsible to secure their belongings by placing their own lock on the unit at the time Management's lock is removed.**
9. In the event Management is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Tenant agrees to pay in addition to the sums due hereunder, an additional amount as and for attorney's fees and costs incurred. Tenant acknowledges that the value of the stored contents does not exceed \$3,000 unless otherwise specified
10. Management will have the right in the event of an emergency to enter the storage unit with whatever reasonable force is necessary. Management may, at its discretion, deny access to premises in case of inclement weather or emergencies.
11. A returned check is subject to a charge of \$35.00, which shall be considered part of the rental. Unit shall be in default and overlocked by Management, until amount of the returned check, returned check charge, and any additional charges due are paid in full. Payment must be made by money order or certified check.
12. The Monthly Rental rate, deposit amount, late charge, cut-lock, and returned check charge are each subject to increase on day 1 of each month. Tenant shall be given thirty (30) days written notice of such increases and this Lease shall be deemed to be so altered if the Tenant continues his occupancy beyond the effective date of the increase. Notice shall be deemed given when Management deposits first-class mail, postage prepaid to Tenant at address given on this Lease or official change of address. **Tenant shall apprise Management of any change in his/her mailing address in writing within twenty (20) days of such change. A new Lease does not have to be executed for any new rental rate increases.**
13. Pre-paid rent is not refundable.
14. All tenants in default or tenants having prior returned checks, must pay by certified funds. All tenants must pay by check/money order or credit card.
15. Unit size designated on first page is approximate. Actual unit size may be slightly larger or smaller than the size designated on the first page.
16. Any right granted herein to Management may be exercised by Management's Rental Agent or other representative or agent.
17. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns.
18. In the event of dispute between management and tenant, tenant agrees to submit any and all claims to arbitration.
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. **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 22 and in Texas Property Code Chapter 59.**
21. **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 contact information; or
 3. Tenant has provided false or incorrect information to Lessor in this Agreement or in any contact information 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.

22. 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.
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 propoerty for nonpayment of any sums due to Tenant, until paid in full, and charge an overlocking or chaining charge.
3. Deny Tenant acces to the facility and/or overlock Tenant's space (if space is lockable) for violating any provision of this agreement 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 for Lessor's time, inconvenience, and overhead for filing the eviction suit;
5. Collect charges on page one 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. 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 gate that is part of an enclosure that solely encloses Tenant's property without Lessor being directed to remove Tenant's lock by a health or law officer. 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. In addition to statutory requirements of notice of claim and advertising/posting, Lessor may send to Tenant via regular mail or email a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper ad charges, foreclosure sale charges, 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 Dept. of Motor Vehicles, or Texas Dept of Parks and Wildlife, Lessor may, upon payment by the creditor of all or part of the 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.

23. 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 reem 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 mailing or emailing 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 if eviction suit is filed.

24. 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 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 or email 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 if its contents except by: (a) exercising the lien seizure and sale procedures of Chapter 59, Texas Property Code; or (b) entering in an "emergency" or allowing entry by health or law officer, and throwing away property which, in the good faith judgment of Lessor or such officer, is an imminent danger or health hazard.

25. 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 OWNSUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MANFUNTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OR LESSOR OR LESSOR'S AGENT, 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 insurancecarrier fro 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.

26. LESSOR'S RIGHT OF ENTRY. Lessor may enter the space under any of the following circumstance.

- (1) Lessor has express written or oral authority from Tenant to enter;
- (2) Lessor reasonable 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 containers, approved by Lessor, Lessor will promptly notify Tenant by regular mail, email, or phone after entry for emergency purposes;
- (3) Lessor has reasonable grounds to believe that criminal activity is occurring in the space;
- (4) Lessor has made written request t oTenant by mail or email 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 acces sat the time and date requested, which may be no sooner than 7 days from the sending of such request; or
- (5) Lessor is exercising Lessor's lien. 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, but will be liable for reasonable storage charges not exceeding the rent. If Tenant's lock is removed under this paragraph or other wise listed in the Rental Agreement, Tenant will pay the lock removal charges. Tenant will continue to have access to relocated property except when in default.

27 NO ALCOHOL ALLOWED ON PREMISES. This defaults lease.

Initials x _____

