

Access Code: C138 0390* (You do not have to enter the preceeding zeros)

RENTAL AGREEMENT

This agreement dated December 11, 2015, between Webb County Commissioners Court (hereinafter referred to as "TENANT") and Store It All Storage - Del Norte (hereinafter referred to as "MANAGEMENT"). MANAGEMENT does hereby rent to TENANT storage unit number C138 (10.0 x 20.0) in a building located at 5115 San Francisco Ave. Laredo, TX 78041 to be used as storage for personal or business property for the monthly rate of 156.00 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 \$156.00 per month or unpaid sums..... \$20.00
(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 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
(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 inconvienece, 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 ----.....\$25.00

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 December 11, 2015,

Tenant Name: Webb County Commissioners Court

By (Management Agent): Edgar Rivas

x (Tenant Signature)

(Management Signature)

c/o: Tano E Tijerina E Webb County Judge (Tenant Company Name)

Lease Number: 4713

1000 Houston St. (Tenant Street Address)

Please Remit To: Store It All Storage - Del Norte 5115 San Francisco Ave. Laredo, TX 78041

Laredo, TX 78042 (Tenant City, State, Zip)

956 523 4600 (Tenant Home Phone)

(Tenant Work Phone)

mbenavides@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 5 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 property for nonpayment of any sums due to Tenant, until paid in full, and charge an overlocking or chaining charge.
3. Deny Tenant access 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 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 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 insurance carrier 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.**

Initials x