

NOTICE TO TENANT AND RELEASE

Rent is due in advance on the due date specified on page 1. Rent paid after the late charge date(s) listed on page 1 will result in late charges. Tenant will furnish own lock for any vehicle. NO REPRESENTATIONS OF SAFETY OF 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 MALFUCTION, 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 in paragraph 20. Anything subject to licensure (auto, 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 unattached outside in the facility overnight may be disposed of at Lessor`s option including towing from property at Tenant`s or vehicle owner`s sole expense.

Tenant Initials: _____

Lessor shall be referred herein as Imperial Storage Solutions, LLC, Imperial Storage Solutions, Lessor, property owner, we, us, or the storage facility. Tenant agrees that (he, she, or they), and vehicle or trailer will be referred to as unit or vehicle. Tenant also confirms that they are competent to read and understand this agreement, are proficient in reading and understanding the English Language or have had the assistance of a translator to explain this rental agreement. **Tenant's initials at the bottom of each page signifies** that he/she has read the entire page and understands its contents and it is agreed that communication between Imperial Storage Solutions (known also as us, we, the storage facility, or lessor) and Tenant can be via mail, e-mail, or text messaging. Parking spaces, also referred herein as unit are for vehicles, trailers and other over the road registered items only and not for other uses including equipment and misc. item storage. All non-vehicle items will be removed and disposed of and the disposal fee shall be charged a min. \$60 per man-hour to remove and any additional costs plus 200% to dispose of min. one hour labor will be charged plus use of our dumpsters at a min. cost of \$150 or rental of equipment and dump fees to facilitate removal of items not authorized on the property. Violators who continually throw trash will have their agreement terminated and will no longer be permitted to access and use this facility. The above address or Tenant`s email address provided will be used for all written notices to Tenant unless tenant gives written notice of change to Lessor. The email address and mobile phone number (including for text messages) will also be used for authorized communication.

Tenant`s **{{CustomerSecondaryID}}**, 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 even of casualty (fire, flood, etc.), break-in, or other emergency, or Lessor`s inability to reach 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 persons signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant`s account with any such person at any time.

2. ACTIVE MILITARY information.

Tenant is or is not in the military. Yes _____ No _____ What branch? _____ If in the military, Tenant is at the time of signing this Agreement in the reserves, National Guard or Texas State Guard or on active duty. Tenant agrees to immediately notify Lessor of change in in the Tenant`s mailing address, email, phone number, or other information provided by Tenant. Except as provided in paragraph 33, a change of mailing or email will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor`s addresses stated herein in WRITING and SIGNED and DATED by Tenant and RECIEVED by Lessor. See also paragraph 33.

3. TENANT`S SPACE. Space number: **{{ContractUnitRoomNumber}}**.

Gate access code is: ***{{ContractUnitGateAccessCode}}#**

4. RATES AND DATES:

Tenant`s right to occupy the space begins: **{{ContractUnitMoveInDate}}**, and continues on a month-to-month basis, subject to paragraph 9.

(a) Rent: **{{ContractUnitCurrentRateOfRoomType}}**.

Monthly rent due date: **{{ContractUnitDayRentDue}}** of each month.

(b) Fees and Late Fees: **ADDENDUM A - FEES & SERVICE SCHEDULE**, (see below)

(c) No refunds on short- or long-term leases, no prorating. Daily parking rate is a min. of \$50 per day (auto), \$100 for Semi's.

(d) The parking weight for any space may not exceed 80,000 lbs. and may not exceed 13.5 ft in height.

PARKING SPACES ARE FOR PARKING VEHICLES ONLY. IF IT IS NOT A VEHICLE IN A PARKING SPACE THEN IT IS TRASH AND YOUR WILL BE CHARGED TO CLEAN UP YOUR SPACE. SPLIT TAIL TRAILERS ARE NEVER PERMITTED ON THE PROPERTY. ANY DAMAGES RESULTING ARE THE RESPONCIBILITY OF TENANT and/or DRIVER.

All vehicles parking must have registration or acceptable proof of ownership and proof of insurance or an agreement that the vehicle is not to be insured for non-mobile vehicles, herein call "Documents". Failure to comply with presentation of "Documents" to Lessor within three days of signing this lease can result in the vehicle being towed from the property and owner holds Lessor harmless regarding towing fees or damage resulting from removing vehicle from the property.

Tenant Initials: _____

5. PAYMENTS AND NOTICES.

Payments may be made in cash, personal or company check, certified or cashier`s check, money order, or by credit card. 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, or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. It is agreed that if payment has been made in any form, Tenant agrees that any rent or fees that are due may also be subsequently made by the facility using the same method of payment to always keep Tenant`s account current.

EXCEPT AS OTHERWISE PROVIDED BY LAW, NOTICES MAY BE PROVIDED TO TENANT VIA EITHER E-MAIL, TEXT to cell phone number on record, or REGULAR MAIL.

6. SPECIAL PROVISIONS.

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

7. ATTACHED TO LESSOR`S COPY AND TENANT`S COPY OF THIS AGREEMENT ARE:

- (a) Photocopy of tenants Driver`s License or government issued ID
- (b) Proof of Insurance or Insurance Agreement
- (c) Photocopy of Vehicle/Trailer Bill of Sale, Registration & Addendum

If Tenant is parked in the wrong space, or late on their rent, they are subject to towing at Tenant's own expense without prior notification.

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 page 1, paragraph 4. The Rental Agreement automatically continues a month-to-month basis after the least term ends until it is terminated in writing or email notice 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, and subject to paragraph 38, Tenant may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor`s mailing address or email address at **least 10 days before Tenant`s intended termination date if that intended move out date is one day prior to the end of the paid for rental period.** If mailed, such notice must be postmarked at least 15 days before such termination date. Lessor`s mailing address for all payments and mailed notices is shown on page 1. Lessor may terminate this Agreement by emailing, 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 emailing, 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 must leave space "broom clean" if space has solid floor. Tenant must return all pass cards, pass keys, gate clickers (controllers) or other items issued to Tenant or pay Lessor`s standard charges for any non-returns. Tenant must notify the storage facility in-person, by e-mail or calling the facilities 24-hour access

number of 281-988-8677 that they have indeed vacated at the time of moveout. **The facility reserves the right to consider that the Tenant has not vacated if verifiable notification has not been made.**

11. RENT AND OTHER CHARGES. Monthly rent is in paragraph 4. Rent must be received by Lessor in advance without demand or prior notice at Lessor's mailing address on or before the due date in paragraph 4. Rent is delinquent and Tenant is in default if rent is not received by that date. **There is no grace period.** Landlord may opt to decline to accept rent from a Tenant after they are late and rent the space to someone else. Initial late charge is shown in paragraph 4(a) and subsequent late charge(s), if any, are shown in paragraph 4 and Addendum A. Late charges are agreed liquidated damages for Lessor's time, effort, inconvenience, and overhead in corresponding, telephoning and record keeping (except for attorney's 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 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 text, mail or email 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 in addition to fees applied per paragraph 4 and plus all fees listed in Addendum A. (Effective FEE SCHEDULE is prevailing rates and it updated periodically. Available upon written request.) Landlord is given express permission to charge or collect from any credit cards or bank accounts on file to satisfy past due balances or late fees including from those accounts not on auto-pay or on auto pay in which the card setup for auto pay has declined regardless of the reason.

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 and/or Addendum A. 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 retail price of the disc lock and for the locking charge to secure Tenant's unit, in paragraph and Addendum A and Tenant will pay the daily failure-to-lock charge in paragraph 4 and Addendum A, commencing 5 days after such notice is texted, mailed, emailed 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 and may have an invoice fee of \$5 per month applied.

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. If damage occurs, the tenant will be financially responsible to cover all damages plus repair administration fees equal to 200% of the cost of the repair. If damage is done by anyone that Tenant has allowed onto the property, Tenant agrees to be equally held responsible.

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 is not liable for damages due to power outages or mechanical failures. Tenant agrees that content value is NO MORE than \$4,999.99. Tenant agrees not to store anything of sentimental value and items that are not replaceable. Lessor is not liable for water damage, roof failure or leaking from another unit, flooding, MUD, electrical issues, etc. Lessor is not liable for damage to roof, or damage to the building or storage space including parking as it may impact the tenants' belongings and property. If your unit is climate controlled, climate controlled for the purposes of this lease means that Lessor will use reasonable efforts to avoid temperature extremes in a unit by keeping the unit warmer than the outside temperature in cold weather, and cooler than the outside temperature in hot weather, through an HVAC or other system. The facility/lessor makes no representation regarding humidity control or safety of contents stored in a unit, space, or location. Tenant must insure their own property and provide evidence of such insurance to Lessor. Landlord does not provide any insurance for vehicle parking.

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. Failure of Lessor to enforce any provision of this agreement shall not be deemed to be a waiver of Lessor's right to do any time in future.

17. RESPONSIBILITY FOR DAMAGE. Tenant will pay for damage (cost plus 200% markup for sourcing and

management of repairs) caused by Tenant or Tenant`s employees, agents, delivery persons, family, guest, 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. Until paid in full, Lessor may deny Tenant access to the facility and overlock Tenant`s space immediately upon discovery of damages for which tenant is responsible. There is a minimum one hour labor rate to any trash pickup, space clean up by Imperial Storage Solutions as a result of tenant littering or leaving vehicle parts on the property. The space rental is for a vehicle only. Damage to the property includes littering, spilling of anything on the property and discarding tires, vehicle parts, construction materials or any item that is not considered a vehicle on the property.

18. LESSOR`S RIGHT OF ENTRY AND RELOCATION OF PROPERTY.

Lessor may enter the space under any of the following circumstances:
(including opening doors)

- (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 containers, approved by Lessor. Lessor will promptly notify Tenant by text, 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 to Tenant by mail or email for access to the space for relocations 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 maybe no sooner than 7 days from the sending 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) or unlock Tenant's doors and relocate all contents, including vehicles elsewhere in the facility or towed off of the property if: (a) Lessor has authority to enter under this paragraph, AND (b) Lessor has either seized the contents for foreclosure or has reasonable determined that relocation is need to protect the contents, vehicle or space from loss or damage from casualty or theft. Lessor may pay labor costs of relocation or Tenant will pay all labor and Tenant will pay for new lock(s). If Lessor relocates and stores property found in the Tenant`s space as authorized above, Tenant will continue to be liable for rent and added rent over what the Tenant would have been paying for that space if the new space is an upgrade. under paragraph 4(a) but will be liable for reasonable storage charges allowed by law. If Tenant`s lock is removed under this paragraph or under paragraphs 19 or 24;
- (6) Lessor may make all necessary repairs and perform all necessary maintenance to the Facility and Premises. Lessor may make written requests to Tenant by mail, or email or texting for Tenant to move or remove the Vehicle(s) to another space or off of the Premises for the purpose of Lessor's paving, re-striping, facility upgrades or construction or general maintenance of the Facility, the vehicle storage area, or to another location in the Facility at Tenant's expense and/or charge a fee per paragraph 4 or Addendum A. Lessor shall exercise reasonable caution in moving or removing the Vehicle(s) and will endeavor to return the Vehicle(s) after the maintenance or emergency is concluded.

The vehicle(s) may be moved without notice to Tenant for emergency situations. "Emergency" shall be defined as any event which jeopardizes the health and safety and/or well-being of any person or the Facility or any of the buildings or land appurtenant to the buildings or any property or personal property stored by any Tenant at the Facility.

Tenant may not leave trash or other items outside of space is for vehicles only, not parts or supplies.

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 officer and officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) by is required to do so, appropriate charges per paragraph 4 and/or Addendum A.

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 not safekeeping 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 other. 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, WATER LEAK, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, FLOODING, MUD ON PROPERTY, NEGLIGENCE OR LESSOR OR LESSOR`S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE -- TO THE FULLEST EXTENT ALLOWED 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 \$4,999,

ITEMS THAT CAN NOT BE REPLACED OR HAVE SENTIMENTAL VALUE OR ITEMS 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. 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 or such parties or their animals. Rising water/flood damage is not provided or sold. TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANT'S INSURANCE policy purchased from Storage Facility. 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 of loss listed above. Lessor does not and legally cannot carry insurance on the content of Tenant's space. Lessor is not responsible for fire, theft, or any other damage to the facility as it applies to tenant's space. All Vehicles parked at this property are to be insured by tenant and vehicles (including recreational vehicles, trucks, trailer, autos, and boats) are to be parked in designated spaces or will be subject to be towed at owner's expense. Furthermore: Tenant agrees that their insurance certificate can be provided to other tenants if there is reasonable suspicion by the Lessor that Tenant has been involved in an accident or mishap on this property.

21. RULES.

Tenant, Tenant's employees, agents, family, and guests must comply with rules and policies on all pages in this agreement including pages 5 and 6 and with any other rules posted on a sign in plain view at the time of leasing or emailed, 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 Texas Property Code Chapter 59. Vehicles parked in the wrong space or if tenant is delinquent on rent, the Lessor may auction the vehicle or have it towed off the property without additional notice. Tenant agrees that Imperial Storage Solutions does have first lien on all property that surpasses all other liens. Tenant has a duty to inform Imperial Storage Solutions if any items to be stored at Imperial Storage Solutions have a lien holder(s) so Lessor can contact lienholder in the event of default of any of the terms of this agreement. While in default, Lessor may contact the alternative contact and/or other secured parties if made known to Lessor, although this is not a requirement of the Lessor.

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 address shown on page 1); or
- (2) Tenant has failed to notify Lessor of a change in Tenant's contact information as required in paragraph 2 on page 2; 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;
- (6) Tenant directly or indirectly brings undesirable activity to the facility such as excessive vehicles, visitors doing drugs on the property, visitors bringing weapons onto the property, visitors arguing or damaging property;
- (7) Tenant doing bad business on the property which creates a bad reflection (including reviews on-line) regarding the goings on at the property regardless of fault and regardless of if the information is true. If Tenant is doing bad business and it is creating problems on the property, the Tenant is not allowed to continue to remain on the property.

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 and/or Addendum A;
- (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 and/or Addendum A;
- (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable);
- (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 attorney's fees and court costs plus the judicial eviction charge and pre and post judgment interest of 21.25% per annum (or maximum amount allowed by state law) as per paragraph 4 and/or Addendum A 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. 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 locks 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 access to the facility and provides a statutory notice of claim to Tenant soon thereafter. Attaching a security chain or wheel boot will result in an overlock cost described in this agreement.

If Lessor has sent notice of claim for unpaid sums, Tenant is liable for Lessor`s charge for same under paragraph 4. 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 which includes posting the auction on an auction site even prior to the date of auction, Tenant will be liable for newspaper/auction add charge in paragraph 4(j), foreclosure sale charges in paragraph 4(k), collection fee charges and reasonable auctioneer charges and/or auction cancellation fees imposed to Lessor plus a labor charge for posting the auction at cost of labor plus 200% or a flat rate of \$500.00 whichever is greater. At foreclosure sale, all contents in the space may be sold item-by-item, in batches, or by property in the space and if the lien is recorded with the Texas Dept. of Motor Vehicles, of 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. All collection activities including judgments will have pre & post judgment interest in the amount of 21.25% per annum (or max. amount allowed by law).

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 be given the option to redeem under one agreement without having to redeem under all although this is a privilege that is provided at the SOLE discretion of Lessor and it is agreed that this is not a requirement of the Lessor to extend this privilege. Tenant Agrees that if they have more than one unit in default, they must pay current all units prior to having access to any. 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 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 move-out date, plus amounts due under paragraphs 4 and 24(4) and/or Addendum A if eviction suit is filed. Tenant agrees that vehicles may be towed off the property to a vehicle storage lot at the sole discretion of the Lessor and Lessor will at that time have no further obligations to Tenant. Tenant will still owe all past due amounts and any/all collection fees as per Addendum A.

26. ABANDONMENT.

Tenant has "abandoned" the storage space if ALL the following occur:

- (a) Tenant has given Lessor written or oral moveout 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
 - (1) Tenant has not paid rent or other sums due;
 - (2) 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 Tenant fails to remove all items from the space within 10 days after we text, 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 of its contents, except by:
 - (1) exercising the lien seizure and sale procedures of Chapter 59, Texas Property Code or (b) entering is 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. In all cases, on abandoned units or space requires tenant to pay all past due costs, cleaning fees, hauling, dump fees, sale fees, legal fees, management of disposal fees and fees for mailing, legal advertising, and all other documented and undocumented costs plus 200% markup.
 - (d) Tenant is delinquent on rent, even by 1 day.

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 PROPEERTY 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 MALFUCTION, UNEXPLAINED

DISAPPEARANCE, NEGLIGENCE OR 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. Tenants will hold Lessor harmless from any resulting damages.

Tenant represents that Tenant is the sole owner of all items being stored pursuant to this lease, or is authorized to bind and does bind all persons or entities currently having, or acquiring in the future, any legal or equitable interest in items stored pursuant to this lease. If Tenant fails to bind any other party having or acquiring legal or equitable ownership of any item stored pursuant to this lease, Tenant agrees to indemnify, defend and hold Lessor harmless from and against such liability to the extent that it would cause Lessor's total liability in connection with this lease to exceed the limit of liability stated in paragraph 20. The terms of this paragraph shall survive termination of this lease.

28. REFUNDS.

Tenant must satisfy paragraph 38 for refunds. Unless a longer period 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.** All refunds must be made to the same format that payment was made, otherwise there are NO refunds. Refunds are entirely at the sole discretion of Lessor.

29. THIS PARAGRAPH INTENTIONALLY DELETED.

30. CHANGES IN RULES OR AGREEMENTS.

Lessor may make changes in the rules (paragraph 32 and 38) 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 emailed, mailed or hand delivered to Tenants or posted online on an exterior sign in plain view. Lessors 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 text, E-Mail, regular mail to Tenant's address in paragraph 1 (as updated by tenant according to paragraph 2) or by email 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 TO LESSOR. This Agreement is in 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 filed by Lessor for eviction, rent, lien foreclosures, and/or charges under paragraph 4 and/or Addendum A, mediation before filing and 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 attorney's fees and litigation costs from the non-prevailing party. Tenant will reimburse Lessor for all attorney's fees and litigation costs incurred by Lessor (1) defending or responding to third party actions or request 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. Legal notices shall be given as required herein and by law. However, Lessor may contact Tenant relating to Tenant's lease by any means available, including phone, text, email, or other available methods including contacting those listed as Tenant's contacts. 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 be considered written notice for the 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. If Tenant is renting multiple spaces from Imperial Storage Solutions, LLC, Imperial Business Park or Business E Suites, LLC and is in default under any of its agreements on one or multiple units or services, then Lessor has the authorization of Tenant to revoke access to all or some of the facilities regardless of if the rental obligations are in default on the other units or services that Tenant has contracted for. Lessor may forbid Tenant access to property and require a Lessor approved third party to retrieve property of Tenant after Tenant has paid all rents and fees due to Lessor. Tenant will also pay for Lessor's supervision of the vacating of Lessor's property.

Rules and Policies

32. RENT POLICIES.

(a) Rent is due on the due date in paragraph 4(a). Payments must be delivered or mailed to Lessor`s mailing address at the bottom of page 1;

(b) Rent is delinquent after the due date in paragraph 4(a);

(c) 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;

(d) If cash payments are allowed, Tenants should get receipt. Returned payments (nsf check or other dishonored payment) charges will be made as provided in paragraph 4(g) plus all applicable late fees per paragraph 4 and/or Addendum A;

(e) All payments by money order or check (including cashier`s checks and travelers checks) must contain the Tenant`s storage space Number(s);

(f) If any sum due to Tenant is delinquent, Lessor may "over lock" Tenant`s storage space (if the space is lockable) and/or Lessor may apply and charge for a security chain or wheel boot to Tenant`s property (if the space is not lockable) and Tenant will incur over lock charges and/or chaining charge as shown in paragraph 4 and/or Addendum A. If the space is unlockable and one or more pieces of Tenant`s property is chained or overlocked, Tenant will be charged the overlock/chaining charges shown in paragraph 4 and/or Addendum A for each item chained. Section 93.002 of the Texas Property Code regarding commercial lockouts does not apply;

(g) NO DOUBLE LOCKING UNITS ... If Tenant has multiple locks on the space at a time of over locking, Lessor may remove any lock(s) necessary for over locking 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; (h) Lessor`s over locking, 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 agreements otherwise. Tenant agrees the Imperial Storage Solutions (we, us) has the first lien on all vehicles or equipment stored on our property, Tenant is obligated to provide Imperial Storage Solutions with registration, insurance certificate and details on the lien holder if the equipment including all vehicles. If Lessor's lock or chain is removed by Tenant, fees for damaged locks and/or chain will be charged at the rate of cost plus 200% plus cost of a new overlock fee. This is also grounds for Lessor to terminate rental agreement.

33. CHANGE OF TENANT`S ADDRESS, PHONE NUMBER, E-MAIL, OR OTHER CONTACT INFORMATION.

(a) Lessor **must be able to always contact Tenant**, especially in case of missing locks, break-ins, fire, emergencies, unpaid rent, etc;

(b) Tenant`s mailing address and/or email address on page 1 is the address for all notices and request 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. 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;

(c) **Except as provided in (d) below, Tenant must notify Lessor via mail or email of any changes 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, 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 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 purpose 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 ;**

(d) If Lessor provides an online form or similar option for updating Tenant`s contact information, Tenant may update contact information in this manner;

(e) 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 or an e-mail sent

to manager@imperialstoragesolutions.com is acceptable;

(f) Tenant must notify Lessor promptly, in writing, of any change in Tenant's phone number or any change in contact information;

(g) Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, email, phone number, or government issued valid and ID.

34. OPERATIONAL HOURS AND RULE CHANGES.

(a) Hours of facility access may be posted at the entry, along with office hours. The facility may be closed on holidays;

(b) Hours may be changed by posting at the Facility or by regular mail or email 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. There are times that a power outage has disabled the gate, these situations are not the fault of Lessor and Lessor will not be held responsible for any losses incurred by tenants as a result;

(c) Special hours of access may be granted for one or more tenants. Generally, a fee is charged for special hours of access.

35. TENANT IS RESPONSIBLE for Locks, insurance, and any/all losses to the physical property of the facility and property of others should they be found at fault;

(a) If the space is lockable, Tenant's space must be always locked with Tenant's lock. If Tenant fails to lock Tenant's space and Lessor locks space with Lessor's lock a, "locking" charge is due under paragraph 4 and/or Addendum A. Lessor is not required to lock unlocked space. If tenant has not locked unit, Lessor may install new disc lock at Tenant's expense (reasonable retail rate for lock) plus daily rate for the days which Tenant's space has not been locked at rate described in Addendum A;

(b) 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. If double-locked one lock will be cut by lessor at tenant's expense;

(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 OR LESSOR OR LESSOR'S AGENTS, THEFT, 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 at the facility office, if any, Lessor is not obligated to furnish such forms.

(e) Lessor may require Tenant to lock or secure a Vehicle or trailer, including a trailer that holds a boat.

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 material 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 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;
- (12) moth balls or any other items with a strong odor including wet items which may mold or mildew ;
- (13) Alcohol or other items that may be considered hazardous waste;
- (14) Tenants may not cut their own locks. Tenant must pay Lessor to cut the locks for them as

tenant could damage the space or units.

(b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT Tenants 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 (even if empty);
- (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 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 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, walls or other parts of the leased space;
- (4) have a visible sign or install an alarm system in or on the space;
- (5) modify electrical service or use electrical for anything other than lights; or
- (6) store anything that is not an operating, functional vehicle which is licensed and insured.

(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 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 violation criminal law;
- (4) any person who is unclean or unsanitary, litters property or exceeds the 5 MPH on property.

(f) Additional rules Tenant agrees to abide by:

- (1) All persons must comply with all posted signs;
- (2) animals must be kept inside vehicles. Exceptions of 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 manual labor for tenants because of risk of injury and insurance considerations.
- (5) All persons must wear footwear to prevent injury.
- (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 area left by Tenant, Tenant`s family, guest, or contractors. At cost plus 200% with a min. charge of \$250.
- (8) Urination or Defecation by any humans or animals is not permitted except in any areas of the property, urination, or defecation by persons is not permitted except in restrooms, if any. Tenant agrees to keep restrooms clean and will not leave anything in the restroom that was not there in the first place. Tenant agrees not to flush anything in the toilets except toilet paper.
- (9) Please conserve energy by turning off all lights prior to leaving, including closing hallway doors. Those Tenants leaving lights on, leaving doors open to hallways will be in default of this rental agreement.
- (10) No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the facility.
- (11) REPORT ALL SAFETY HAZARDS, MAINTENANCE ITEMS OR OTHER HAZARDS TO MANAGER.

37. GROUND RULES

(a) Identification of person 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 valid governmental ID card, with photograph.
- (3) Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please always carry valid ID.
- (4) Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility. Please report any suspicious activities

(b) Tenant and Tenant`s, employees, agents, guest, and families:

(b) Tenant and Tenant`s, employees, agents, guest, and families:

(1) Must NOT exceed five (5) miles per hour speed limit inside facility, unless posted.

(2) must **NOT block GATE**, storage doors, office doors, warehouse doors, traffic or prevent vehicles from entering or exiting.

There is to be NO parking, or overnight parking in front of the office doors, storage doors, warehouse doors, or blocking the gates. Those without written overnight parking agreements are not allowed to park overnight at the facility and are subject to our daily parking rate, towing or both. Lessor is not responsible for towing and storage fees.

(3) must NOT leave vehicle or other items in common areas unattended

(4) must NOT park vehicle in fire lanes or in marked no-parking areas

(5) must NOT work in driveways, parking spaces, block access to storage and warehouse doors or dumping/dumpster areas

(6) must NOT change oil or fluids in vehicle or discharge liquids of any kind in spaces, halls, driveways, or common areas:

(7) NO DUMPING or littering halls, driveways, parking areas, or dumping areas, if you litter or dump, you agree to pay \$60 min. per person/hour (one hour min., additional \$60 per hour/person one hour increments) plus the cost of any equipment required to remove dumped items at cost plus 200%.

(8) Must not leave vehicle parts, equipment or supplies in or near any and all terms spaces, or vehicle spaces.

(9) Must NOT block access to dumpsters or use any dumpster for disposal of items which may not be stored in Tenant`s space under these rules

(10) Must NOT use any dumpster for off-site refuse (brush, food, construction debris, bedding, furniture, etc.)

(11) Must NOT disturb other tenants

(c) Anything subject to licensure (auto, 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 unattached 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 option, Lessor may remove same in whole or in part, with or without notice.

38. MOVE -OUTS AND REFUNDS.

(a) Move-out notice forms are available at the office. Refunds are not provided.... if there is a deposit that was taken, please allow at least 60 days for return of refundable rent (if applicable) and/or deposit. See paragraph 28.

(b) Unless an addendum to the Rental Agreement provides otherwise, conditions for refunding prepaid rent and/or deposit are as followed:

(1) Tenant must give Lessor 10 days written move-out notice prior to the next due date;

(2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out, plus a phone call at the time of move out or in person verbal notification. Tenants moving out should always call 281-988-8677 24 hours a day to notify facility of move out;

(3) Tenant`s lock (if any) must be removed on or before move-out date;

(4) Tenant must not leave trash in the space, halls, or driveway;

(5) Tenant must be current in all obligations at time of move-out;

(6) Tenant must be current in all obligations at time of move-out.

c) Tenant will be liable for trash in and around their unit, damages and for cleaning charges under paragraph 4 and/or Addendum And all disposal cost 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 at a rate of cost 200% and labor at \$60.00 per hour per person billed min. 1 hour and in 1 full hour increments thereafter.

(d) There are no refunds under any circumstances.

39. PARTICULARS OF PREMISE.

Tenant has either been assigned a specific space or unit defined in Paragraph 3 or has been granted permission to park Tenant's Vehicle(s) in a designated area of the facility, in either case (the Premises"). If the Premises is striped, Tenant agrees to ensure that Tenant parks in the assigned Premises and parks the Vehicle(s) in between striped lines. If the Premises is not striped, Tenant agrees to park the Vehicle(s) as instructed by Lessor so as to allow for the free flow of other vehicles in and out of the facility. Tenant shall not block ingress or egress of any other stored vehicle, or any other available parking space, or any traditional tenant of the Facility. Tenants found to be parked in the wrong space are subject to being towed at owner's expense.

In the event Tenant either fails to park in its assigned space, parks "across the parking stripe." or parks in a manner other than as directed by Lessor, by which Tenant blocks ingress of other tenant(s), Lessor or Lessor's agents, then lessor shall have the following additional rights:

(a) to move or remove the Vehicle(s) from the Leased Premise or the Facility, at Tenant's expense, in order to allow other tenants access to their premise;

(b) to consider the tenant in default as defined by Paragraph 23 of this rental agreement; or

(c) to charge an additional service charge and/or daily parking fee for inconvenience and time consumed per day in the amount described in Paragraph 4 and/or Addendum A for each and every day that Tenant's Vehicle(s) is not parked in conformance with the terms and conditions of this Rental Agreement and the attached Rules and Regulations.

Tenant agrees to notify Lessor immediately, if upon return to the Facility Tenant finds its Premise occupied by another vehicle or unusable. Tenant agrees that so long as Lessor provides alternative arrangements for parking/storing the Vehicle(s) until the unusable condition is resolved, this condition shall not constitute a default by Lessor under this Agreement. Tenant agrees that if its Premises are unusable for any reason at any time, Tenant will park in designated overflow parking until Tenant is notified by telephone or in writing by Lessor that Tenant's Premises are available again. Tenant agrees within five days of being notified by Lessor to return to the Facility and place his/her Vehicle(s) in the Tenant's Premises. If Tenant fails to move its Vehicle(s) to its Leased Premises within five (5) days of being notified by Lessor, this shall result in a per-day charge for inconvenience, time and other expenses to Lessor, including lost storage revenue, in an amount prescribed in Paragraph 4 and/or Addendum A. Additional rules regarding checking in and out of Vehicles if they are going to be gone for an extended period of time, if applicable, are included in the Rules & Regulations of this Rental Agreement.

If Tenant has vacated the parking space, tenant MUST notify management of it's vacancy or the monthly fees will continue and Tenant will continue to be obligated in leasing the space.

Texas Property Code Chapter 59 governs the Self-Storage lien process A copy of this statute can be found at www.capitol.state.tx.us (click on "Statutes" A copy may also be accessed from the Texas Self Storage Association Website: www.txssa.org

Credit Card / RECURRING ACH Payment Plan: I have authorized {{LocationName}} to automatically debit my bank account or charge my credit card as applicable and requested every month for all charges associated with my storage room. (Cardholder agrees to notify {{LocationName}} of any changes to the banking or credit card information (account number and expiration date).

Authorized Signature _____ DATE: _____

TENANT & LESSOR

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

{{CustomerName}} **{{DateToday}}**
Driver`s license of individual signing {{CustomerDriversLicenseNumber}} St
{{CustomerDriversLicenseState}} Expires {{CustomerDriversLicenseExpiration}}
{{CustomerEmailAddress}}

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 show below. Lessor`s phone and fax number (if any) and email address (if any) are also shown below:

_____ Date **{{DateToday}}**

Signature of Imperial Storage Solutions, LLC, Lessors Agent

Imperial Storage Solutions, LLC
15500 Voss Road
Sugar Land, TX 77498
281-988-8677
manager@imperialstoragesolutions.com

It is agreed by Tenant and Lessor that if any part of this agreement is found to be excluded or illegal in a court of law, all remaining portions of this agreement will remain in effect and enforceable.

ADDENDUM A

**In the event tenant did not move in, we do not issue a refund.
Lessor does not prorate rent or accept partial payments.**

FEES & SERVICE RATES

Imperial Storage Solutions, LLC

(fees are subject to change and are available upon request in our office)

LATE FEES:

Initial late fee by day 5th day after due date: \$25.00

Subsequent late fee if not paid by 10th day after due date: \$35.00

Subsequent late fee if rent not received by 20th day after due date: \$45.00

Subsequent late fee if rent not received by 30th day after due date: \$60.00

Subsequent late fee if not received by 45th day after due date: \$100.00

ADDITIONAL FEES/SERVICE RATES:

After tenant has been late 30 days, cut lock fee: \$85.00 (each lock)

Any Returned payments (such as checks returned or disputed credit card): \$35.00

Charge for locking space or chaining vehicle (tenant not locking space, overlock due to nonpayment due at day 5): \$35.00

Daily charge for unit not being locked including not sliding the lock bolt to secure unit: \$5 per day.

Charge for returned mail or e-mail (not providing written address change): \$25.00 unauthorized

Charge for parking in the wrong space or overnight parking if not renting a space \$50.00 per day per vehicle, unauthorized Semi and RV overnight parking or parking in the wrong space must pay \$100 per day per vehicle.

Charge for advertising Auction /lien sale required public postings: up to \$550.00

Charge for conducting auction/foreclosure sale: up to \$550.00

Charge for having to evict tenant (not including court costs, or any fees) up to \$1,250.00

Charge for self-storage & parking only management fees if file is sent to a collection agency: up to \$1,250.00

Interest charge for outstanding funds due to storage facility are 21.25% per annum or maximum amount allowed by State Law

Any court costs, attorney fees, or other fees will be added: at actual court & legal fee costs

Hourly costs to pick up litter, clean storage unit or repairs/maintenance)

Price is per person & materials/supplies at cost plus 200%: \$60 per hour plus materials

Charge for putting items into our dumpster \$300.00 min. charge if not authorized or renting a dumpster key.

Charge for management fees if file sent to collection agency: up to \$1,250.00

Trucks/trailers weighing over 80,000 lbs. and damaging property responsible

For all repairs plus management fee equal to 200% of the cost of the repairs to facilitate oversight and construction administration.

Any storage unit repairs or cleaning are subject to repairs at cost plus 200% markup for over sign and administration of repairs. Min labor rate is \$60 per hour/per person.

Add 21.25% per annum interest due or maximum amount allowed by law on all outstanding debt owed by tenant to storage facility.

Fee for Texting of notices via our text system \$5 per text. Any vehicles parking in the wrong space are subject to being towed WITHOUT notification and charged a daily parking fee.

Even existing tenants will be towed if your vehicle is not in its correct space. There will be a charge of \$25 per look up Public Data search to determine the owner of the vehicle.

NOTICE: It is also agreed that any payments due can be charged to any payment form or credit card on file including those previously used for payments made to this account.

AGREED AND ACCEPTED BY _____ (Tenant)

--- end of document --- revision effective December 17, 2021