

IMPERIAL STORAGE SOLUTIONS, LLC

15500 Voss Road, Suite 100

Sugar Land, TX 77498

281-988-8677

RENTAL AGREEMENT – Office

30 day written notice to vacate
required prior to next due date.

1. Tenant Information: **OFFICE UNIT #** _____

FIRST NAME/LAST NAME

1234 Main Street

SUGAR LAND, TX 77498

Home:(713) 123-1234 Work:(713) 123-1234 Cell:

XXXXXXXXXXXX, Driver`s #:XXXXXXXXXX ST TX EXP 6/11/2028

Lessor shall be referred herein as Imperial Storage Solutions, LLC, Imperial Storage Solutions, Lessor, property owner, we, us, or the storage facility.

The above address or Tenant's **email** address provided will be used for all written notices to Tenant as well as cellular telephone text messages unless Tenant gives written notice of change to Lessor. Provide alternate names, 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.

Tenant agrees that (he, she, or 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 Customer can be via mail, e-mail, or text messaging.

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 any 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 actually RECEIVED by Lessor. See also paragraph 33.

3. TENANT'S SPACE. Space number: BES# xxx.

Gate access code is: *111111#

3a. If tenant has other spaces at the facility or rents spaces in the future, Tenant agrees that all units, spaces, parking offices and warehouses are contractually tied together and if one space is late, the Tenant's right to access any other space or the facility itself will be restricted or terminated until the Tenant has paid all accounts up to date and current.

4. RATES AND DATES:

Tenant's right to occupy the space begins: xx/xx/xxxx1 and continues on a month-to-month basis, subject to paragraph 9.

(a) Rent:\$xxx.00. Monthly rent due date: xxth 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.**

(d) **REQUIRED - 30 DAY MOVE OUT NOTICE - 30 DAYS written notice BEFORE NEXT MONTH'S RENT IS DUE. NO**

EXCEPTIONS. If the date is passed and tenant continues to occupy, another 10-day written notice is required. If tenant leaves lock on unit or leaves belongings in unit, then the unit is still considered to be "occupied" and rent will continue to be charged and due.

(e) Refer to "**Addendum A**" at bottom of this agreement.

(f) **There is no overnight parking.** All vehicles that are parked overnight on the property are subject to our daily parking fee which is presently up to \$50.00 per day plus tax and tow fees if applicable.

4a. Deposit required is equal to one month's rent and will be returned by regular mail within 30 days of Tenant vacating the space. If deposit is paid via credit card, deposit will be refunded to that credit card or another credit card in Tenant's name. If there is any damage to the space, any

past due fees or rent then this will be deducted from the deposit prior to returning unused deposit amount to Tenant.
The deposit is not to be considered a last month's rent.

5. PAYMENTS AND NOTICES.

Payments may be made in cash, personal or company check, certified or cashier's check, money order, or by credit/debit 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 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 and from any party, 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 keep Tenant's account current at all times. If payment is made by auto-payment, it is Tenant's responsibility to insure auto-payment is made. If by bank check, it is Tenant's responsibility to insure that their bank sends check out to Lessor in a timely basis and any errors and fees that result in errors by Tenant or bank are the sole responsibility of Tenant.

NOTICES MAY BE PROVIDED TO TENANT VIA EITHER TEXT, E-MAIL, or REGULAR US MAIL.

6. SPECIAL PROVISIONS.

No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over printed form). Changes to this rental unit contract are to be posted on Lessor's website and Tenant will receive notice by text and/or email of changes to terms of rental contract.

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

Photocopy of tenants Driver's License or Government issued ID
Proof of Insurance or Insurance Agreement
Photocopy of Vehicle/Trailer Registration & Addendum

Notice to Tenant and Release

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge date(s) in paragraph 4 and referenced in "Addendum A" will result in late charges. Tenant will furnish own lock. NO REPRESENTATION OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR ALL LOSS, DAMAGE, OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE--REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OF DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WATER LEAKS, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE. Tenant will obtain insurance for all losses and damages as required by paragraph 20. Tenants' renting PARKING spaces will park in their designated space, inside the lines, provided. Tenants' failure to do this subject to towing fees, without prior notification and at Tenant's sole expense.

8. TERM AND RENEWAL: Lessor agrees to rent to Tenant the storage space described in paragraph 4. The beginning date of Tenant's right to use the space is shown in paragraph 4. The Rental Agreement automatically continues on a month-to-month basis after the least term ends until it is terminated in writing or email notice by Tenant or Lessor, according to paragraph 9. Lessor may change monthly rate with 30 days written notice. Notice may be sent via US Mail, Text, or E-Mail. Tenant is responsible to confirm Lessor has their correct e-mail, cell phone and mailing address.

9. TERMINATION AND MOVE-OUT NOTICE. Provided that Tenant complies with the minimum length of lease term in paragraph 4, 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(2) 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. The facility reserves the right to consider that the Tenant has not vacated, and verifiable notification has not been made, lock remains on unit or Tenant's possessions remain in unit. A 30-day written notice is required of intent to vacate PRIOR to next due date.

11. RENT AND OTHER CHARGES. Monthly rent is in paragraph 4(a). 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.** Initial late charge is shown in Addendum A and subsequent late charge(s), if any, are shown in 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 Addendum A) 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 Addendum A. (Effective fee schedule ADDENDUM A, is prevailing rates and is updated periodically. Available upon request.) Landlord is given express permission to charge or collect from any credit cards or bank accounts on file (and that have been used by Tenant in the past) to satisfy past due balances or late fees including from those accounts not on auto pay.

If a written notice to Tenant 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 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 cost of the disc lock and for the locking charge to secure Tenant's unit, in Addendum A and Tenant will pay the daily failure-to-lock charge in Addendum A, commencing 7 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.

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.)

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. Lessor is not liable for damage to roof, or damage to the building as it may impact the tenants' belongings. Cold storage/Freezer storage is not warranted, and lessor must provide their own insurance or bear the risk of damage to goods stored in the event of a power outage or equipment failure. Lessor is not responsible for loss of power or damage to Tenant's goods while in storage because of power or failure of equipment including in cold/freezer storage units.

Tenant inspected or had the right to inspect the space and the facility before signing this Rental Agreement. Tenant accepts same "AS IS" including existing access controls, lighting, construction design or quality, and fences/gates, or lack thereof. Lessor does not promise safety or security of person or property on premises, and Lessor has not duty of safety and security of same under any circumstances. Video cameras may be nonoperational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement, or other assertion or omission made by Lessor or Lessor's agents relating to the space and facility. Instead, Tenant is relying on Tenant's own inspection and this written Rental Agreement. 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. As with any mechanical system, it is subject to failure or malfunction. The facility/lessor makes no representation regarding humidity control or safety of contents stored in the unit. The facility/lessor does not have permits for storage of any materials including food products, medical or other items. This includes cooler/freezer units which do not have a county food storage permit. If you are required to have a permit to store at this facility, you must obtain the permit on your own. No modifications will be made to our facility to accommodate your storage.

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. If Tenant causes damage to other units including the contents of other units, that Tenant will be responsible for the damage of all units, contents and legal fees that may be associated with said damage. Regardless if this was purposeful or accidental. Tenant agrees to hold harmless and will indemnify Imperial Storage Solutions, LLC, Fisher Global Development, LLC, Business E Suites, LLC, Lessor, its employees, owner, shareholders, affiliates, members, officers and other agents for causing such damage and will indemnify Imperial Storage Solutions from any lawsuits that could arise from their damaging other units and contents. Damage is also considered littering on the property or spilling anything at the property. Tenant agrees to be personally responsible for any and all damages including if a corporate Tenant, its principles agree to be personally liable and personally guarantee repairs at cost plus 200%.

18. LESSOR'S RIGHT OF ENTRY. Lessor may enter the space under any of the following circumstances:

- (1) Lessor has express written or oral authority from Tenant to enter;
- (2) Lessor reasonably believes there is an "emergency," including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, faulty alarm systems, storage of animals, explosives, ammunition, spoiled food, carcasses, volatile chemicals, or fuel not in 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 may be 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 not leave trash or other items outside of unit space and regarding parking space is for vehicles only, not parts or supplies. Fees up to \$60 per hour per person will be charged for cleaning unit and space around unit plus fees for use of dumpster. Min. 1 hour labor charge and \$150 dumpster fee is to be charged to Tenant's account.

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 reasonable 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 the Tenant's space as authorized above, Tenant will no longer be liable for rent under paragraph 4(a) but will be liable including max daily rate of \$500 per day. If Tenant's lock is removed under this paragraph or under paragraphs 19 or 24(6), Tenant will pay the lock removal charges under Addendum A. Tenant will continue to have access to relocated property except when in default. Tenant will pay rental rate for the space that relocated property has been relocated into.

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) but is not required to do so. Lessor will be reimbursed the amount of \$60 per hour (min. 1 hour) per man hour in dealing with law enforcement regarding Tenant's unit space regardless of reason or fault.

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 others. 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, 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, TENANTS WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000, 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 IF ITS VALUE EXCEEDS \$1,000. 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. 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.

In lieu of obtaining Insurance for your stored goods, OCCUPANT may obtain the Protection Plan offered by OWNER. If purchasing the Protection Plan, OCCUPANT agrees to execute the Protection Plan addendum or applicable paragraph in the rental agreement. If proof of insurance is not provided or expires and a current certificate of insurance is not provided, OCCUPANT agrees that OWNER may enroll OCCUPANT (Tenant) in the Protection Plan offered by OWNER to cover a minimum value of \$1,000 of OCCUPANT'S stored property.

Limitation of Liability. In recognition of the relative risk and benefits of lease transaction to both the Lessor and the Tenant, risks are hereby allocated such that the total liability of Lessor, its employees, owner, shareholders, affiliates, members, officers and other agents to Tenant for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including but not limited to strict liability, breach of contract, tort, breach of express warranty, negligence, or errors or omissions, shall not exceed the total amount of rent paid by Tenant to Lessor under this lease. Tenant agrees that as its sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Lessor and not against any of its employees, officers, directors or agents. Tenant and Lessor mutually waive claims for consequential damages for claims, disputes or other matters in question arising out of or relating to this lease, including without limitation lost profits. The terms of this paragraph shall survive termination of this lease.

21. RULES.

Tenant, Tenant's employees, agents, family, and guests must comply with rules and policies on pages 3 and 4 and with any other rules posted on a sign in plain view at the time of leasing or emailed, mailed or hand delivered to Tenant at any time. This includes any changes to said rules on the I website which is updated from time-to-time and each agreement resides online at <https://imperialstoragesolutions.com/termsandconditions/>

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.

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 1; 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 is doing business on the property in an un-ethical manner or otherwise is operating in a manner that is considered to be dangerous; or
- (7) **Tenant has any Vehicles parked in the wrong space or if the Tenant is delinquent on rent, the Lessor may auction the vehicle or have it towed off the property at owner's expense; or**
- (8) Tenant has failed to provide written proof of ownership of any item storage at Lessor's facility and/or failed to provide the name and address of any lienholder of any item storage at Lessor's facility.
- (9) Tenant is delinquent on any account that is under Tenant's name as per paragraph 3a on page 1.

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 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 addendum A;
- (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating 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 attorney's fees and court costs plus the judicial eviction charge and pre & post judgment interest of 18% per annum as per addendum A for Lessor's time, inconvenience, and overhead for filing the eviction suit;
- (5) collect charges in paragraph 4 and addendum A, 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 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. Tenant has an obligation to provide Lessor a list of lien holder(s) on any/all items stored on Lessor's premise that has a lien so that Lessor may notify lien holder(s) in the event of any default to the terms of this agreement.

For motor vehicles, trailers, semitrailers, motorboats, vessels and outboard motors, Lessor may transfer possession of such property and have the property towed to a vehicle storage facility for disposition by the vehicle storage facility, in accordance with Texas Property Code Section 59.042.

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 text, regular mail or email a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper/auction add charge in addendum A, foreclosure sale charges in paragraph Addendum A, collection fee charges and reasonable auctioneer charges. 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.

25. REDEMPTION.

Tenant may redeem property up until bids are accepted at foreclosure sale if Tenant pays all sums due. If there are multiple rental agreements, Tenant may redeem under one agreement without having to redeem under all if approved by Lessor, although, Lessor may reserve the right to deny this and foreclose on all property on all units if any single unit is past due. If there are multiple spaces on a single rental agreement, redemption on less than all spaces allow 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 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 basis from the end of the 3-day period until actual move out date, plus amounts due under paragraphs 4 and 24(4) if eviction suit is filed.

26. ABANDONMENT.

Tenant has "abandoned" the storage space if ALL of the following occur: (a) Tenant has given Lessor written or oral 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: (a) Tenant has not paid rent or other sums due; (b) Tenant's lock has been removed (if the space is lockable) by someone other than Lessor or has been removed by Lessor when exercising a statutory seizure; and (c) Tenant's space contains nothing of value to the ordinary person. The space will also be deemed abandoned if due to a casualty the unit contains nothing of value to the ordinary person, and you fail to remove all items from the space within 10 days after we 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: (a) 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, an abandoned unit or space requires Tenant to pay all past due costs, cleaning fees, dump fees, dumpster fees hauling fees, disposal fees, legal fees and fees for mailing, legal advertising, and other documented costs plus a 200% markup.

27. INDEMNITY AND SUBROGATION.

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

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. It is agreed that there are no refunds, no prorating and no credits except in the case of the Tenant transferring from one unit or space to another and if there is to be a refund, it is entirely at the sole discretion of the Lessor.

29. This paragraph intentionally left blank

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 have been texted, emailed, mailed or hand delivered to Tenants or posted online on an exterior sign in plain view.

Lessor may change any part of this Agreement, including rental rate, due date, late charge dates, and charges listed in paragraph 4 and Addendum A by hand delivering to Tenant or sending notice to Tenant via text, email or regular mail to Tenant's address in paragraph 1 (as updated by tenant according to paragraph 2 and 33) at least 30 days prior to the effective date of the changes. If Lessor follows such notice procedure, this Agreement will automatically continue thereafter on a month-to-month basis, until the revised rental agreement is terminated by either party (paragraph 9) and such revised rental agreement, including any rental increases and other changes, will not require Tenant's signature to become effective.

31. MISCELLANEOUS. NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE TO LESSOR. This Agreement is the entire agreement. Lessor's agents have no authority to make promises or amend this Agreement unless in writing. All obligations are to be performed in the county where the facility is located. Rent and late charges are due without notice and all other sums owed are due on oral or written notice or demand. All remedies are cumulative, and the exercise of one remedy is not an election or an exclusion of other remedies.

Time is of the essence. Texas law applies. Tenant expressly waives (1) any notice or demand for performance by Lessor and (2) any opportunity to cure by Tenant on any matter. Except in suits filed by Lessor for eviction, rent, lien foreclosures, and/or charges under paragraph 4, 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 immediately 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 compounded annually. 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 shall all be considered written notice for purposes of this lease. Notice shall be deemed to have been provided by mail when deposited in the mail to the Tenant's last address provided by the Tenant or to an address used by a Tenant in communication with Lessor, or be 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.

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. If tenant is late on rent, Landlord has the authorization to consider the space abandoned and may vacate or auction the space at any time. Landlord may also decline to renew the rental at anytime without notice if Tenant is late.

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 the rental obligations are not in default on the other units or services that Tenant has contracted for.

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). THERE IS NO GRACE PERIOD.
- (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 addendum A, plus all applicable late fees per 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 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 addendum A. If the space is unlockable and one or more pieces of Tenant's property is chained, Tenant will be charged the chaining charges shown in 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 and Tenant will pay the applicable "cut lock fee" as described in Addendum A. 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 and Lessor will charge Tenant a cut lock fee as described in Addendum A.
- (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. If Tenant cuts or removes overlock, over chain that Lessor has installed onto Tenant's unit, the cost of replacement of these items will be assessed to Tenant at cost plus 200%.

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

- (a) Lessor **must be able to 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 Tent'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 and SIGNED and DATED by Tenant and is RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us, or 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.
- (f) Tenant must notify Lessor promptly, either orally or in writing, of any change in Tenant's phone number
- (g) Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, email, phone number, or satisfactory and valid state issued 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.
- (c) Special hours of access may be granted for one or more tenants.

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 at all times. If Tenant fails to lock Tenant's space and Lessor locks space with Lessor's lock a, "locking" charge is due as described in Addendum A. Lessor is not required to lock unlocked space. If tenant has NOT locked unit, Lessor may install a new lock at the tenant's expense and charge a locking fee to tenant.
- (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 DISAPPERANACE, 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.

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;
- (11) stolen property, and items illegal for self-storage under any law; or
- (12) moth balls or any other items with a strong odor including wet items which may mold or mildew

(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); or
- (4) food fertilizers, pesticides, or items which are wet and could mildew

(c) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT Tenant **MAY NOT USE** the space or any portion of the facility for the following:

- (1) lodging, sleeping, cooking, or consumption of alcoholic beverages;
- (2) garage sale, flea market, or direct sales from the space;
- (3) parties, gatherings, meetings for any purpose, or building floats;
- (4) business office or full-time work area;
- (5) sanding, painting, welding, soldering, or operating equipment;
- (6) practicing or playing musical instruments (individual or group);
- (7) any use that violates zoning, fire, or criminal codes or other laws;
- (8) activities classified as a nuisance in Lessor's sole judgment; or
- (9) activities classified as unethical or dishonest in Lessor's sole judgement.

(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; or
- (5) modify electrical service or use electrical for anything other than lights

(e) **LESSOR MAY EXCLUDE**, but is not required to exclude, from Tenant's storage space and the facility:

- (1) any person without a key or combination to Tenant's storage space and is not with a person who has such key or combination (if space is lockable);
- (2) any person who has a key or combination to a storage space (if space is lockable), and is not listed in paragraph 1 of this Agreement;
- (3) any person who is damaging, property of others, disturbing the peace, or otherwise violation criminal law; and
- (4) any person who is unclean or sanitary, litters on property or exceeds 15 MPH on property.

(f) **GENERAL**

- (1) All persons must comply with post signs that are plainly visible;
- (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 a rate of \$60 -\$120 per hour per person with a 1 hour min. Frequent violations of keeping facility trash free will result in the termination of this lease;
- (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. Failure to do so can result in default under this 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 issued ID card, with photograph;
- (3) Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry valid government issued ID at all times;
- (4) Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility. Please report any suspicious activities;

(5) Lessor is not responsible for any acts of God including power outages that causes Lessor's equipment to fail which could result in loss of access, air conditioning or other loss of normal operation of business park facility;

(6) Tenants may not cut their own locks. They must pay Lessor to cut the locks for them as they could damage the units.

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

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

(2) must **NOT block GATE**, traffic, or prevent vehicles from entering or exiting;

There is to be NO parking in front of the storage doors, office doors or blocking the gates..

(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, or dumping 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);

(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 without permission and even with permission not for off-site refuse (brush, food, construction debris, bedding, furniture, hazardous waste, alcohol, flammable materials, 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 including towing from property at Tenant's or vehicle owner's sole expense.

(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 and all moveouts must provide 10 day written notice PRIOR to the next due date once tenant has vacated the unit, it must be left broom swept, and tenant must notify the office to advise that unit is now vacant. This can prevent someone accidentally moving into the unit or space and Lessor thinking the tenant is still occupying the space. Please allow at least 60 days for return of refundable rent or deposit, if applicable.

(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 or will be subject to paying for the next full month's rent;

(2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out and must also call at the time of move out and leave a message confirming move out. Lessor has a 24-hour line via answering service (281)988-8677;

(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

(c) Tenant will be liable for trash in and around their unit, damages and for cleaning charges as described in Addendum A 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 plus 200% and labor at \$60.00 - \$120.00 per hour per person billed min. 1 hour and in 1 full hour increments thereafter plus costs of any equipment or services required to clean facility.

38. Credit Card / RECURRING ACH Payment Plan:

I have authorized **Imperial Storage Solutions** 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 **Imperial Storage Solutions** of any changes to the banking or credit card information (account number and expiration date). If my method of payment fails, I understand that I am responsible for all late fees described in Addendum A.

Date: xx/xx/xxxx

Signature of Tenant for ACH Payment Plan:

TENANT & LESSOR SIGNATURES:

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

Date: xx/xx/xxxx

Signature of Tenant

Printed name of individual signing.

XXX XXXX

Driver's license of individual signing xxxxxxxxxxx St TX Expires 6/11/2028
email address here.

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 xx/xx/xxxx

Signature of IMPERIAL STORAGE SOLUTIONS, LLC Lessors Agent

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

PROTECTION PLAN Addendum
to Self Service Storage Rental Agreement

This is not a contract of insurance, and the facility Owner is not an insurance company.

Tenant: XXX XXXX Unit #: xxx Date xx/xx/xxx

Pursuant to the terms and conditions of your Rental Agreement, FISHER GLOBAL DEVELOPMENT, LLC d/b/a IMPERIAL STORAGE SOLUTIONS, LLC ("Owner") is not liable for the loss of or damage to its Tenant's stored goods. As the Tenant, your goods are stored at your sole risk, and you must insure your personal property while it is on the premises. Owner is offering a Protection Plan ("Protection Plan"). The Protection Plan provides reimbursement to you for certain losses.

PROTECTION PLAN/MONTHLY FEE (Initial ONE):

_____ \$1,000/\$7.95; _____ \$2,000/\$9.95; _____ \$5,000 /\$10.95; _____ \$10,000/\$20.95; _____
\$15,000/\$35.9; _____

The Protection Plan Limit cannot exceed \$15,000 unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

1. The Protection Plan Offer: In consideration of the payment of the Additional Rental Fee per month, Owner waives the release of liability for property damage in your rental agreement up to the PROTECTION PLAN LIMIT indicated above. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement that it forms a part.

Owner's responsibility is limited to the liability for losses that occur as a result of Owner's negligence or because of acts or omissions for which Owner is liable under the law, including, but not limited to, vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner's liability will arise **ONLY IF** Owner is negligent or breaches some other duty to you as Occupant **AND** you suffer a loss.

2. Protection Plan Limit: The most the Owner will pay for loss or damage to your stored goods under this Protection Plan is the PROTECTION PLAN LIMIT above. The Owner has no liability for loss of or damage to Tenant's stored goods beyond the PROTECTION PLAN LIMIT agreed to by Owner under the Protection Plan purchased by you. This is the most the Owner shall pay for any loss for any reason.

3. Goods Not Covered under the Protection Plan: The Owner will not pay for loss of or damage to goods that are in the open and not in a locked fully enclosed storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the terms of the Rental Agreement; jewelry, watches, precious or semi-precious stones and stamps (exceeding \$500 combined total); furs, antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like (exceeding \$15,000.00 combined total);

consumer and commercial electronic items exceeding \$15,000 in total; stolen goods or contraband; livestock, explosives and flammables; loss of data records other than the cost of blank data carrying materials. This Protection Plan does not cover motor vehicles, boats or other property if stored outdoors.

4. Losses Not Covered under the Protection Plan:

- a. Loss or damage to Tenant’s stored goods caused by flood; surface water, underground water, storm, surge, waves, tidal water or overflow from any body of water; water that backs up through or overflows from a sewer drain or sump.
- b. Mold, mildew, or wet or dry rot.
- c. Terrorist attack, war or military action.
- d. Loss or damage resulting from unknown or mysterious causes.
- e. Consequential loss of any kind or description.
- f. Nuclear reaction, radiation or radioactive, biological or chemical contamination
- g. Moths, insects, rodents or vermin damage in excess of \$500
- h. Loss of data records other than the cost of blank data carrying materials.
- i. Loss or damage from earthquake
- j. Loss from theft without forcible and violent signs of entry into a securely locked space and accompanied by a police report.
- k. Loss or damage occurring during loading and/or unloading and/or not contained within the storage unit at the time of the loss.
- h. Loss or damage resulting from a fortuitous event.

5. The Amount Owner Will Pay if there is a Loss: For any single loss or damage covered under this Protection Plan, Owner will be required to repair the item if repair is possible and where it is economical to do so. In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new. Owner may decide to offer payment instead of cost to repair or replace. In no event will Owner pay more than the PROTECTION PLAN LIMIT.

- a. Household linen and clothing: Owner will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s)
- b. Documents: Where there is loss of or damage to documents, Owner will pay the reasonable costs of reprinting and/or reasonable costs of reissue and or reconstitution including, where applicable fresh research or exploration to obtain essential information.
- c. Pairs and sets: Where any items are part of a pair or of a set, payment shall only be for the actual items which are lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.

6. Failure to Pay Rent: The Protection Plan may not cover any damages or losses for any month that the Protection Plan is not timely paid in full for the month. At Owner’s sole discretion, your participation in the Protection Plan may be reinstated upon payment of all rent and other charges due and owing, unless any loss or damage has occurred during the period of non-payment.

7. Participation Termination: Participation in this Protection Plan may be canceled by you upon ten (10) days written notice to Owner. This Protection Plan may be canceled by Owner upon thirty (30) days written notice to you (unless terminated earlier by rent non-payment).

8. Time Limit for Notice: Notice of loss and/or damage must be made to Owner at the time of the discovery of loss or damage to your property or at the time of the removal of your property from the unit, whichever is the soonest.

9. Modifications to Protection Plan: The terms and conditions of this Protection Plan are subject to change at the option of Owner upon thirty (30) days prior written notice. If so changed, the Tenant may terminate the Protection Plan on the effective date of such change by giving the Owner thirty (30) days prior written notice of termination after receiving notice of the change. If the Tenant purchases a Protection Plan the next month, the change shall become effective on the date stated in the Owner’s notice and shall apply thereafter. Tenant is obligated to notify Owner if there is any change to the PROTECTION PLAN LIMIT otherwise Tenant warrants that the value is accurate.

10. Cooperation: As a condition to any payment under the Secure Lease, Tenant must cooperate with any licensed adjuster appointed by Owner to review Tenant’s alleged loss or damage.

11. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this Addendum are in effect and binding on both Owner and you and are incorporated by reference herein.

NOTICE: This is not an insurance policy, and the Owner is not an insurance company. The Owner shall perform the obligations described in this addendum. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part, or all the liability retained under this Protection Plan.

Tenant Name: XXX XXXX Signature: _____ **Date:** xx/xx/xxxx

DECLINING PROTECTION PLAN

I do not which to participate in Protection Plan.

I understand that under the terms of my Rental Agreement, I assume all risk for loss of or damage to my stored goods. I also understand that Owner shall not be liable for loss of or damage to my stored goods from any cause including the Owner’s or its employees’ active or passive negligence.

By not participating in the Protection Plan, I have released the Owner from liability for loss of or damage to my property, however caused.

I also understand that I am obligated to insure my stored goods.

WE REQUIRE YOU TO PROVIDE PROOF OF INSURANCE OR TAKE THE PROTECTION PLAN, if available. Attach proof.

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.

Tenant Name: XXX XXXX Signature: _____ Date: xx/xx/xxxx

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: (Landlord is under no obligation to allow Tenant to remain as a Tenant if they are delinquent on their rent, even for one day). If Tenant is delinquent, Landlord may auction unit or consider it abandoned).
Initial late fee by day 5th day after due date: \$25.00 (overlock fee will also be assessed);
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: \$100.00; and
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 or rekey lock fee: \$85.00 (per lock);
Text message fee sent to notify tenant if delinquent, credit card expiring, etc. min. \$5.00 per text;
Any Returned payments (such as checks returned or disputed credit card): min. \$35.00;
Charge for locking space (tenant not locking space, overlock due to nonpayment due at day 5): min. \$35.00;
Daily fee for space not being locked or door bolt not being slid to lock unit: min. \$5.00 per day;
Charge for returned mail or e-mail (not providing written address change): min. \$25.00;
Charge for advertising Auction /lien sale required public postings: up to \$550.00;
Charge for conducting auction/foreclosure sale for auction preparation: up to \$1,250.00;
Charge for having to evict tenant (not including court costs, or any fees) up to \$1,250.00;
Any court costs, attorney fees, or other fees will be added: at cost plus Lessor time billed at \$350 per hour;
Charge for facility only management fees if file is sent to a collection agency (to pay facility for paperwork administration): up to \$1,250.00;
Hourly costs to pick up litter, clean storage unit or repairs/maintenance) price is per person & materials/supplies at cost plus 100%: \$60 - \$120 per hour plus materials;
Interest charge for outstanding funds due to storage facility are 18% per annum or maximum amount allowed by State Law;
Trucks/trailers weighing over 80,000 lbs. and/over 16' tall are responsible for any damage to property.
Including all repairs plus management fee equal to 200% of the cost of the repairs
To facilitate oversight and construction administration;
Any storage unit, parking, building, fencing or other property repairs are subject to repairs at cost plus 200% and dumpster fee of \$200 (min. charge);
markup. Min labor rate is \$60 - \$120 per hour/per person and billed in one-hour increments;
Any vehicles parking in the wrong space are subject to being towed WITHOUT notification.

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 credit card on file including those previously used for payments made to this account.

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