

Member's Name: \_\_\_\_\_

Space Number(s): \_\_\_\_\_

**CORPUS CHRISTI GUN CLUB  
SELF-SERVICE STORAGE RENTAL AGREEMENT**

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

1. MEMBER INFORMATION. Member is [check one]:  an individual  business member

\_\_\_\_\_  
Last Name (or Name of Business) First Name M.I.

\_\_\_\_\_  
Representative's Last Name (if applicable) First Name M.I.

\_\_\_\_\_  
Mailing Address City, State Zip E-mail address

\_\_\_\_\_  
Home Phone Work Phone Cell Phone

\_\_\_\_\_  
Individual(s) with authorization to access Member's space (access will be granted at Lessor's discretion).

EMERGENCY CONTACT(S): *(Do not list individuals living with you.)* Lessor may contact such person(s) listed below in the event of a casualty (fire, flood, etc.), break-in or other emergency, as well as Lessor's inability to reach the Member. Unless Member states otherwise in paragraph 3.5, Lessor may at Lessor's option allow such person(s) or Member's brother, sister, spouse, parent, child over 18 or estate executor to have access to Member's space if such person produces a signed affidavit that the Member is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Member's account with any such person(s) at any time.

\_\_\_\_\_  
Name Address Contact Phone Number

\_\_\_\_\_  
Name Address Contact Phone Number

2. MEMBER'S SPACE. Space number(s): \_\_\_\_\_ Approx. Size(s): \_\_\_\_\_

Lessor-provided key: Yes / No *(exact dimensions may vary)*

Will a trailer be kept at the facility? Yes / No License Plate *(if applicable)*: \_\_\_\_\_

2.5 MEMBER'S SPACE TRANSFERS. Effective date \_\_\_\_\_ to space number \_\_\_\_\_ Approx. Size: \_\_\_\_\_.

*(Signature)*: \_\_\_\_\_

3. DOLLARS AND DATES. Member's right to the property begins: \_\_\_\_\_ and continues on a year-to-year basis subject to paragraph 6. Please see Attachment #1 for rental options. Write in rental option number here \_\_\_\_\_. See Attachment #1 for pre-payment terms and amount. Initial rental term is a minimum of 4 years but can be extended as explained in Attachment #. After initial rental term expires rental payments are billed and payable on January 1<sup>st</sup> of each year and due by January 31<sup>st</sup>. The initial late charge, if not received by January 31<sup>st</sup>, is \$100.00. Notices may be provided to Member via e-mail if Member elects to provide an e-mail address. In the event of a mid-year move-out, unused rent will be pro-rated on a monthly basis and reimbursed to the Member. A written notice of move-out is required ten (10) days before Member's intended move-out date. Payments may be made in cash, check, credit card or put on the Member's membership account. If paying by cash, it is the Member's responsibility to obtain and keep a receipt from management for each cash payment. Returned payments or dishonored checks are subject to a \$35.00 fee. All payments and/or notices to Lessor must be made in person or by mail to:

Corpus Christi Gun Club  
P.O. Box 271885  
Corpus Christi, TX 78427  
Email: ccgc@gtek.biz

3.5 SPECIAL PROVISIONS. No other agreements exist unless stated below or in an attached addendum or supplemental rules.

4. AGREED UPON BY.

Member:

Lessor:

\_\_\_\_\_  
Signature of Member or Member's Representative & title

\_\_\_\_\_  
Signature of Lessor's Agent

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

NOTICE TO MEMBER AND RELEASE

Rent is due in advance on the due date specified in paragraph 3. Rent paid after the due date of January 31<sup>st</sup> will result in a late charge of \$100.00. Member will furnish own lock.

NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO MEMBER BY LESSOR OR LESSOR'S AGENTS. MEMBER HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO/FROM MEMBER'S SPACE—REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED 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. Member will self-insure or obtain insurance for all losses and damages as required by paragraph 16.

X Member Initials: \_\_\_\_\_

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Additional Terms and Rules

5. TERM & RENEWAL. Lessor agrees to rent the Member the storage space described in paragraph 2. The beginning date of Member's right to use the space is shown in paragraph 3. The Rental Agreement automatically continues on a year-to-year basis after the lease term ends until it is terminated in writing by Member or Lessor, according to paragraph 6.

6. TERMINATION AND MOVE-OUT NOTICE. Provided that Member complies with the minimum length of lease term of six (6) months, Member may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor's mailing address or e-mail address at least 10 days before Member's intended termination date. If mailed, such notice must be postmarked at least 10 days before such termination date. Lessor's mailing address for all payments and mailed notices is shown in paragraph 1. Lessor's email address for notices is shown in paragraph 1. Lessor may terminate this Agreement by emailing, mailing or hand-delivering written notice to the Member 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 Member. Lessor may terminate this Agreement sooner under paragraphs 20 and/or 21. Member may not holdover after termination of possession or termination of the lease by Lessor.

7. MOVE-OUT DUTIES. Member must vacate the space completely at or before the end of the rental term or renewal period. Member must remove Member's lock and deliver or mail written notice to Lessor on the day of move-out stating that Member has moved out. Member must remove all contents and debris. Member must leave space "broom clean" if space has a solid floor. Member must return all pass cards, pass keys and/or other items issued to Member. Otherwise, Member must pay Lessor's standard charges for any non-returns.

8. RENT AND CHARGES. Annual Rent is listed on Attachment #1. Rent must be received by Lessor in advance without demand at Lessor's mailing address on or before the due date in paragraph 3. If rent is not received by the due date, rent is delinquent and Member is in default. There is no grace period. Initial late charge is shown in paragraph 3. Late charges are agreed liquidated damages for Lessor's time, effort, inconvenience and overhead in communication via correspondence and telephone, as well as record keeping, regardless of the extent of collection efforts. At Lessor's options and without notice, Lessor may apply money received to any obligations of Member under this Agreement—regardless of Member requests or Member notations on checks or money orders to apply the money to a specific 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 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.

If a written notice to Member is returned to Lessor due to Member's failure to notify Lessor of a change in Member's mailing address, Member will still be liable to pay the late charge in paragraph 3. Lessor has no duty to place a lock on Member's space. But if the Member's space is lockable and has no lock on it and Lessor locks it with Lessor's lock, Member will pay for the reasonable cost of the lock. Such Lessor action does not create a bailment or constitute care, custody or control.

9. NO INVOICES. Member's obligations are not contingent on receiving invoices. Any invoices from Lessor are sent as a courtesy only.

10. NO SUBLETTING OR ASSIGNMENT. Member is not permitted to sublet or assign this Agreement.

11. NO WARRANTIES. No express or implied warranties are given by Lessor. Lessor disclaims and Member 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 3.5 (Special Provisions) or paragraph 25 (Rule Changes). Member has inspected or has the right to inspect the space and the facility before signing this Rental Agreement. Member accepts same "AS IS" including existing access controls, lighting, construction design/quality and/or fences/gates or lack thereof. Lessor does not promise safety or security of persons or property on the premises and Lessor has no duty of safety or security of same under any circumstances. Video cameras may not be operational or monitored. Access control devices may be unmonitored and occasionally malfunction. Member 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, Member is relying on Member's own inspection and this written Rental Agreement. This facility makes no representations regarding the safety of contents stored in storage unit.

12. 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 3.5 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 rights to do so at any time in the future.

13. RESPONSIBILITY FOR DAMAGE. Member will pay for damage caused by Member or Member's employees, agents, delivery persons, family, guests 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 Member access to the facility and over-lock Member's space immediately upon discovery of damages for which Member is responsible.

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

(A) Lessor has express written or oral authority from Member to enter.

(B) 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, spoiled food, carcasses, volatile chemicals or fuel not in containers approved by Lessor. Lessor will promptly notify Member by regular mail, email or phone after entry for emergency purposes.

(C) Lessor has reasonable grounds to believe that criminal activity is occurring in the space.

(D) Lessor has made written request to Member by mail or email for access to the space for relocations of contents after casualty loss or for inspections, repair or improvement and Member 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.

(E) Lessor is exercising Lessor's lien under paragraph 20. Otherwise, Lessor may not enter the space.

Lessor may remove Member's lock(s) and relocate all contents elsewhere in the facility if:

(a) Lessor has authority to enter under this paragraph AND

(b) Lessor has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft.

Lessor will pay labor costs of relocation and Member will pay for new lock. If Lessor relocates and stores property found in Member's space as authorized above, Member will no longer be liable for rent under paragraph 3 but will be liable for reasonable storage charges not exceeding the rent in that paragraph. Member will continue to have access to relocated property except when in default.

15. LAW ENFORCEMENT DIRECTIVES. Upon presentation of a search warrant by a health or law officer, Lessor may open the space or allow such officer to open the space for inspection by such officer and such officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so. If no key is available, Lessor has the right to cut the lock at Member expense.

16. NONLIABILITY AND RELEASE FOR LOSS OR INJURY AND INSURANCE. Member agrees to exercise due care for the safety and security of Member and Member's property, employees, agents, family and guests while in the facility. Lessor is not a bailee and has no safekeeping duties for Member's property at any time under any circumstances. In this Agreement "Member's property" and "contents" mean all contents that have been stored in the space or brought onto the property by Member or others. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM MEMBER'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW. Any insurance maintained by Lessor is by law only for the benefit of the Lessor.

WITHOUT LESSOR'S WRITTEN PERMISSION, WITH THE EXCEPTION OF A GOLF CART, MEMBER WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000 OR THAT MAY CAUSE EMOTIONAL DISTRESS OR CONSEQUENTIAL DAMAGES IF IT WERE MISSING, STOLEN OR DAMAGED. MEMBER WILL PURCHASE FIRE, THEFT AND CASUALTY INSURANCE ON ALL OF MEMBER'S PROPERTY IF ITS VALUE EXCEEDS \$1,000. The purpose is to protect Member, other Members, 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 of such parties or their animals.

MEMBER WILL SELF-INSURE ALL CONTENTS NOT COVERED BY MEMBER'S INSURANCE. Self-insurance means that Member will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty or other harm or loss listed above. Lessor does not and legally cannot carry insurance on the contents of Member's space.

17. RULES. Member, Member's employees, agents, family and guests must comply with rules and policies on pages 5, 6 and 7 and with any other rules posted on a sign in plain view at the time of leasing or emailed, mailed or hand-delivered to Member at any time.

18. LIEN. Under Chapter 59 of the Texas Property Code, Lessor has a priority contractual and statutory lien on all property in Member's space to secure payment of all monies due and unpaid by Member. Lien enforcement procedures are contained in paragraph 20 and in Texas Property Code Chapter 59.

19. DEFAULT BY MEMBER. Member will be in default if:

- (A) Member has failed to pay any sum when due under this Agreement (payment must be received at Lessor's mailing address shown in paragraph 3).
- (B) Member has failed to notify Lessor of a change in Member's contact information as required.
- (C) Member has provided false or incorrect information to Lessor in the Agreement or in any contact information changes submitted to Lessor.
- (D) Member has failed to comply with any other provision of the Agreement or any supplemental rules of Lessor.
- (E) Member has violated health, safety or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

20. LESSOR'S REMEDIES. If Member is in "default," Lessor may exercise one or more of the following remedies at any time:

- (A) Lock Member's unlocked space with Lessor's lock (if space is lockable).
- (B) Deny Member access to the facility and/or over-lock Member's space (if space is lockable) and/or chain or wheel boot Member's property for nonpayment of any sum due by Member until paid in full.
- (C) Deny Member access to the facility and/or over-lock Member's space (if space is lockable) for violating any provision of this agreement until such violation ceases.
- (D) Terminate Member's right of possession and/or terminate this Agreement by giving Member 3 days written notice to vacate and, if Lessor files an eviction lawsuit, Member will pay Lessor attorney's fees and court costs plus the judicial eviction charge for Lessor's time, inconvenience and overhead for filing the eviction suit.
- (E) Exercise any other remedy or right allowed by law.
- (F) Enforce Lessor's lien by seizure and sale of all contents of Member's space by non-judicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will only be for default in paying sum due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor, both, over-locks Member's space and provides a statutory notice of claim to Member soon thereafter OR (2) Lessor removes Member's lock(s) from a door or gate that is part of an enclosure that solely encloses Member's property without Lessor having authority to enter under paragraph 14 and without Lessor being directed to remove Member's lock(s) by a health or law officer under paragraph 15. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when: (1) Lessor attaches a security chain or wheel boot to Member's property OR (2) Lessor denies Member access to the facility and provides a statutory notice of claim to Member soon thereafter.

At foreclosure sale, all contents in the space may be sold item-by-item, in batches or by the entire space at Lessor's option. If a creditor of Member has a lien on property in the space and if the lien is recorded with the Texas Department of Motor Vehicles or Texas Department of Parks and Wildlife, Lessor may, upon payment by the creditor of all or part of the sum due by Member within the time period described by Texas Property Code Section 59.0445, turn over possession of such property to the creditor.

21. REDEMPTION. Member may redeem property up until bids are accepted at foreclosure sale if Member pays total sum due. If there are multiple rental agreements, Member may redeem under one agreement without having to redeem under all. If there are multiple spaces on a single rental agreement, redemption on less than all the spaces is allowed only upon Lessor's written approval. If Lessor provided Member a notice of time, date and place of sale and if Member redeems prior to sale, Lessor may, at Lessor's option, terminate this Agreement at time of redemption by hand-delivering to Member or Member's redemption agent or mailing or emailing to Member a 3-day written notice to vacate. If Member fails to move out in a timely manner, Member will pay 125% of the regular rent on a daily pro-rated basis from the end of the 3-day period until actual move-out date in addition to all amounts due under paragraph 3 and 20 if eviction suit is filed.

22. ABANDONMENT. Member has "abandoned" the storage space if ALL of the following occur: (a) Member has given Lessor written or oral move-out notice (b) Member's lock(s) has/have been removed from space by someone other than Lessor and (c) the move-out date or termination date has expired. Member also has "abandoned" the storage space if ANY of the following occur: (a) Member has not paid rent or other sum due (b) Member's lock(s) has/have been removed by someone other than Lessor or has been removed by Lessor when exercising a statutory seizure and (c) Member'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 Member fails to remove all items from the space within 10 days after Lessor has mailed or emailed Member a notice of abandonment due to casualty. If the space has been "abandoned", as defined above, Member relinquishes all rights to contents in the space and Lessor may remove any lock(s), 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 in the Texas Property Code or (b) entering in an "emergency" under paragraph 14 or allowing entry by a health or law officer under paragraph 15.

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

Member waives all insurance subrogation rights and releases Lessor from all liability for all claims covered by Member's insurance. Member's insurance carrier for property stored in Member's space or in the facility will not be subrogated to any claim of Member against Lessor or Lessor's officers, employees or agents. Lessor's employees and agents are not allowed to do work for Member and if they do so at Member's request, they are not agents of Lessor. Member will hold Lessor harmless from any resulting damages.

24. REFUNDS. Member must satisfy paragraph 32 for refunds. Unless a longer period of time is stated in an addendum or in supplemental rules at the time of signing, Member 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 Member's mailing address listed in paragraph 1, or as changed by Member. Deposits do not bear interest or limit Member's liability for damages or other sum due.

25. CHANGES IN RULES OR AGREEMENT. Lessor may make changes in the rules or to any part of this agreement at Lessor's discretion whenever Lessor sees fit. Lessor will provide 30 days or more advance notice of any such changes in writing to Member.

26. MISCELLANEOUS. NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY LESSOR.

This Agreement is the entire agreement. This Agreement may be changed at any time subject to paragraph 25. Lessor's agents have no authority to make promises or amend this Agreement. 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. Member expressly waives (1) any notice or demand for performance by Lessor and (2) any opportunity to cure by Member on any matter. Except in suits for eviction, rent and/or charges under paragraph 3, mediation before filing any suit is required. Any trial will be to the court only and all parties waive jury trial. Omission of initials does not invalidate this Agreement. Facsimile signatures are binding. Invalidity of one part of the Agreement does not invalidate the entirety. Payment of all sums is an independent covenant. Notice to/from multiple Members is notice to/from all Members 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. Member will reimburse Lessor for all attorney's fees and litigation costs incurred by Lessor in (1) defending or responding to third party actions or requests to recover property stored in Member's space or (2) clarifying whether a court order regarding Member'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 Member reads or speaks.

27. RENT POLICIES.

- (a) Rent is due on the due date in paragraph 3. Payments must be made in person or mailed to Lessor's mailing address found in paragraph 3.
- (b) Rent is delinquent after the due date in paragraph 3. Late fees will be charged as provided in paragraph 3.
- (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 3.
- (d) If cash payments are allowed, Member should get a receipt. Returned payment (NSF check or other dishonored payment) charges will be made as provided in paragraph 3.
- (e) All payments by money order or check (including cashier's checks and travelers checks) must contain Member's storage space number(s).
- (f) If any sum due by Member is delinquent, Lessor may "over-lock" Member's storage space and/or Lessor may apply a security chain or wheel boot to Member's property.
- (g) If Member has multiple locks on the space at time of over-locking, Lessor may remove any lock necessary for over-locking without liability for replacement. If Member has a wheel boot attached to the property at the time of Lessor's chaining and/or booting, Lessor may remove Member's wheel boot without liability for replacement.
- (h) Lessors over-lock, 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 Member. Acceptance of partial payment(s) does not waive Lessor's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting), absent express written agreement otherwise.

28. HOURS OF OPERATION AND RULE CHANGES.

- (a) Hours of facility access are the same as the open hours of the Corpus Christi Gun Club.
- (b) For after-hours access, please contact the manager of the Corpus Christi Gun Club.

29. MEMBER RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

- (a) If the space is lockable, Member's space must be locked with Member's lock at all times. If Member fails to lock Member's space, Lessor may lock the space with Lessor's lock at Lessor's discretion. Lessor is not required to lock unlocked spaces.
- (b) If the space is lockable, Member's lock needs to be a heavy-duty, case-hardened steel lock to deter vandalism and break-ins. Only one Member lock is allowed on a lockable space.

- (c) ALL PROPERTY IS STORED AND TRANSPORTED AT MEMBER'S SOLE RISK. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO/FROM MEMBER'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS OR ANY OTHER CAUSE UNLESS SUCH IS PROHIBITED BY LAW.
- (d) Member must maintain fire, casualty and theft insurance on the contents of Member's space as required by paragraph 16 and any addendum or supplemental rules.

### 30. STORAGE RULES.

- (a) Member MAY NOT STORE, under any circumstances, the following:
1. Any living creature, organism, any dead animal or other carcass.
  2. Explosives or fireworks.
  3. Corrosive, toxic, poisonous or hazardous materials.
  4. Lawn debris (grass clippings, brush, etc.).
  5. Construction debris, oil or batteries, whether new or used.
  6. Items having a noxious smell in Lessor's judgment.
  7. Asbestos or asbestos-containing construction materials.
  8. Marijuana and/or controlled substances of any kind.
  9. Prohibited weapons under the Texas Penal Code.
  10. Stolen property and items illegal for self-storage under any law.
- (b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Member MAY NOT STORE any of the following:
1. Liquid propane tanks, oxygen tanks or similar containers.
  2. Food, fertilizers, pesticides or items which are wet and could mildew.
  3. Gasoline, diesel or combustibles of any kind.
- (c) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Member 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 operation of power 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.
- (d) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Member MAY NOT DO any of the following:
1. Alter, paint or deface any part of the space or facility.
  2. Put weight on or attach anything to structural elements.
  3. Put holes in floors or other parts of the leased space.
  4. Have a visible sign or install an alarm system in or on the space.
  5. **Modify electrical service or use electricity for other than lights and a single battery charger.**
- (e) LESSOR MAY EXCLUDE, but is not required to exclude, from Member's storage space and the facility:
1. Any person without a key or combination to Member's space and is not with a person who has such key or combination.
  2. Any person who has a key or combination to a storage space, and is not listed in paragraph 1 of this Agreement.
  3. Any person who is damaging property of others, disturbing the peace or otherwise violating criminal laws.
- (f) GENERAL.
1. All persons must comply with posted signs that are plainly visible.
  2. Animals must be kept under control or inside vehicles.
  4. Please do not ask staff to help load, unload or move anything.
  5. Lessor's employees are prohibited from doing manual labor for Members because of risk of injury and insurance considerations.
  6. All persons must wear footwear to prevent injuries.
  7. Member will be liable for reasonable charges for removing unlawfully attached property, repairing any damage and removing trash in common areas left by Member, Member's family, guest or contractors.
  8. Urination or defecation by animals is not permitted except in designated areas, if any. Urination or defecation by persons is not permitted except in restrooms on CCGC grounds.
  9. Please conserve energy by turning off all lights prior to leaving.
  10. No bicycling, skateboarding, roller skating or other recreations activities are allowed in facility.

### 31. GROUND RULES.

- (a) Identification of persons on the premises.
1. Lessor may require any person entering the facility to sign in.
  2. Lessor may require any person in the facility to show such person's current driver's license or other ID card with photograph.
  3. Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry ID at all times.

4. Lessor is not responsible for acts of theft, vandalism or other crimes of persons entering the facility. Please report suspicious activity.
- (b) Member and Member's employees, agents, guests and family:
    1. Must NOT exceed the speed limit of five (5) miles per hour inside facility.
    2. Must NOT block traffic or prevent vehicles from entering or exiting.
    3. Must NOT leave vehicles or other items in common areas unattended.
    4. Must NOT park vehicles in fire lanes or in marked no-parking areas.
    5. Must NOT work in driveways, parking spaces or dumpster areas.
    6. Must NOT litter halls, driveways, parking areas or dumpster areas.
    7. Must NOT block access to dumpsters or use any dumpsters for disposal of items which may not be stored in Member's space.
    8. Must NOT use any dumpsters for off-site refuse (lawn clippings, brush, food, construction debris, bedding, furniture, etc.)
    9. Must NOT disturb other Members.
  - (c) Anything subject to licensure (autos, vans, trucks, motorcycles, boats, trailers, etc.) parked in violation of the above may be towed under Chapter 2308 of the Texas Occupations Code. All other property left unattended outside in the facility overnight may be disposed of at Lessor's option.
  - (d) Lessor is not liable for malfunction of mechanical or electrical devices which control facility gates, but Lessor will proceed diligently to repair after the problem is discovered by Lessor. Lessor has no duty to remove ice, sleet or snow from common areas, but, at Lessor's option, Lessor may remove same in whole or in part with or without notice.

### 32. REFUNDS AND MOVEOUTS.

- (a) Move-out notice see paragraphs 6 and 7. Please allow 30 days for return of refundable rent and /or deposit. See paragraph 24.
- (b) Unless an addendum to the Rental Agreement provides otherwise, conditions for refunding prepaid rent and deposit are as follows:
  1. Member must give Lessor a 10-day written move-out notice.
  2. Member must give Lessor written notice of actual move-out within 24 hours after moving out.
  3. Member's lock(s) must be removed on or before move-out date or if the lock belongs to Lessor, the lock(s) must be returned to Lessor.
  4. Member may not leave trash in the space, halls or driveway.
  5. Member must stay minimum term length as stated in paragraph 6.
  6. Member must be current in all obligations at time of move-out.
- (c) Member will be liable for damages, cleaning charges and/or disposal costs for Member's failure to remove all contents and debris, stains or fluid/leakage or failure to "broom clean" the space, as well as other lease violations.