

Sign Lease - Alpha Mini Storage



Alpha Mini Storage

32525 Frontage Rd.

Boerne, TX 78006

830-215-9506

RENTAL AGREEMENT LICENSE:

1. TENANT INFORMATION

Tenant Name:

Street Address:

Employer's Name:

Social Security Number:

Drivers License/State: /

Telephone (Home):

Telephone (cell):

Work Phone:

E-Mail:

The above address or Tenant's email address provided will be used for all written notices to Tenant unless Tenant gives written notice of change to Lessor.

2. TENANT INFORMATION

Are you or your spouse in the Military/Reserves at the time of signing this Agreement
[*check one or both if applicable*]

in the reserves, National Guard, or Texas State Guard

on active duty.

3. TENANTS SPACE.

Space Number:

ALTERNATE ACCESS

Tenant authorizes Lessor, at Lessor's option, to provide Tenant's space number(s), access code, account status, or assistance with lock removal to persons listed below.

EMERGENCY CONTACT INFORMATION

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Unless 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 person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any such persons at any time.

Contact Name:

Street Address:

City/State/Zip:

Phone:

Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or other information provided by Tenant. Except as provided in paragraph 33, a change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein in WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.

Approx. Size (exact dimensions may vary): Access Code:

4. **DOLLARS AND DATES.** Tenant's security deposit is \$. Tenant's right to occupy the space begins on , and continues on a month to month basis, subject to paragraph 9.

(a) Rent..... Monthly.....	\$	(j) Charge for overlocking Tenant's space or chaining/booting property when authorized by paragraphs 24(2) or 32(f)	\$ 10.00
(b) Monthly Rental Due Day	1st of the month	(k) Charge for sending statutory notice of claim for unpaid sums	\$ 15.00
(c) Initial late charge if not received by day 05 after due date.	\$	(l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs)	\$ 100.00



- (d) Subsequent late charge if rent not received by day 15 after due date \$
- (e) bank charges, mail costs, time and overhead) \$
- (f) Charge for returned mail (not providing address change) \$ 5.00
- (g) Charge for locking space when unlocked or improperly locked. \$20.00
- (h) Charge per day if Tenant fails to lock after 7-day notice \$1.00
- (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24 and 32 \$30.00
- (m) Charge for conducting foreclosure sale at public auction for nonpayment \$
- (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys' fees or court costs) \$ 250.00
- (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate --- paragraphs 10, 37, and 38(c) \$ 30.00

5. PAYMENTS AND NOTICES.

Payment Type	Accepted	Not Accepted	
Cash	✓		Payments may be by money order, traveler's check, or certified or cashier's check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, faxed, texted or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. <u>EXCEPT AS OTHERWISE PROVIDED BY LAW, NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL OR TEXT IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS OR CELL PHONE NUMBER.</u>
Personal/Company Check	✓		
Credit Card	✓		

6. **SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum and or supplemental rules (which prevail over this printed form). 10 day written or emailed notice to vacate required prior to move out. Rent is not pro-rated at time of move out.

7. **COPIES AND ATTACHMENTS.** Attached to Lessor's copy and Tenant's copy of this Agreement are

- Vehicle/trailer addendum Supplemental Rules, dated: _____ Forms for change of Tenant contact information
- Boat addendum (form) Insurance application (Tenant option) _____ Spanish copy of lease (informational only)
- Other addendum, dated: Moved-out notice (form) _____ Tenant Protection Plan

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 will result in late charges. Tenant will furnish own lock. NO REPRESENTATIONS 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 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.

Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

X Tenant's Initials:

This rental agreement is unenforceable and voidable at Tenant's option if at the time of execution, Lessor's facility was not licensed by the Texas Self Storage Association (TSSA) to use the rental agreement. TSSA can verify whether the facility was so licensed on the date of execution if the front page of the rental agreement is faxed to TSSA at (512) 374-9253 or emailed to lease@txssa.org.



8. TERM AND RENEWAL. Lessor agrees to rent to Tenant the storage space described in paragraph 3. The beginning date of Tenant's right to use the space is shown in paragraph 4. The Rental Agreement automatically continues on a month-to-month basis after the lease term ends until it is terminated in writing by Tenant or Lessor, according to paragraph 9.

9. TERMINATION AND MOVE-OUT NOTICE. Provided that Tenant complies with the minimum length of lease term in paragraph 3, and subject to paragraph 38, Tenant may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor's mailing address or email address (if applicable) at least 10 days before Tenant'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 on page 1. Lessor's email address, if any, for notices is shown on page 1. Lessor may terminate this Agreement by providing written notice to Tenant 15 days in advance of termination. If the space is substantially damaged due to fire, windstorm, or other casualty in Lessor's sole judgment, Lessor may terminate this Agreement by emailing, mailing or hand delivering 5 days advance written notice of termination to Tenant. Lessor may terminate this Agreement sooner under paragraphs 24(4) and/or 25. Tenant may not holdover after termination of possession or termination of the lease by Lessor.

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

11. RENT AND CHARGES. Monthly rent is in paragraph 4(a). Rent must be received by Lessor in advance without demand at Lessor's mailing address on or before the due date in paragraph 4(b). 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 paragraph 4(c) and subsequent late charge(s), if any, are shown in paragraph 4(d). Late charges are agreed liquidated damages for Lessor's time, effort, inconvenience, and overhead in corresponding, telephoning, and

record keeping (except for attorneys' fees and other charges in paragraph 4) regardless of the extent of collection efforts. At Lessor's option and without notice, Lessor may apply money received to any obligation of Tenant under this Agreement—regardless of Tenant requests or Tenant 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 provide 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 Lessee is returned to Lessor due to Tenant's failure to notify Lessor of a change in Tenant's mailing address, Lessee will pay the charge in paragraph 4(f). 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 lock and for the locking charge in paragraph 4(g); and Tenant will pay the daily failure-to-lock charge in paragraph 4(h), commencing 7 days after such notice is provided 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.

15. NO WARRANTIES. No express or implied warranties are given by Lessor. Lessor disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose. Lessor's agents and employees have no authority to make warranties or alter this Agreement other than in writing under paragraph 6 (special provisions) or paragraph 30 (rule changes).

Tenant inspected or had the right to inspect the space and the facility before signing this Rental Agreement. Tenant accepts same "AS IS," including existing access controls, lighting, construction design or quality, and fences/ gates, or lack thereof. Lessor 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 be non-operational 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 makes no representations regarding humidity control or safety of contents stored in the unit.

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 so at any time in the future.

17. RESPONSIBILITY FOR DAMAGE. Tenant will pay for damage caused by Tenant or Tenant'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 Tenant access to the facility and overlock Tenant's space immediately upon discovery of damages for which tenant is responsible.

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 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 for access to the space for relocation of contents after casualty loss or for inspection, repair, or improvement, and Tenant has failed to provide such 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 remove Tenant's lock(s) and relocate all contents elsewhere in the facility if: (a) Lessor has authority to enter under this paragraph, AND (b) Lessor has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft. Lessor will pay labor costs of relocation and Tenant will pay for new lock. If Lessor relocates and stores property found in Tenant's space as authorized above, Tenant will no longer be liable for rent under paragraph 4(a) but will be liable for reasonable storage charges not exceeding the rent in that paragraph. If Tenant's lock is removed under this paragraph or under paragraphs 19 or 24(6), Tenant will pay the lock removal charges under paragraph 4(i). Tenant will continue to have access to relocated property except when in default. If contents are relocated pursuant to this paragraph, this lease shall automatically be deemed amended to reflect the replacement unit number.

19. LAW ENFORCEMENT DIRECTIVES. Upon presentation of a search warrant by a health or law officer,



Lessor may open the space or allow such officer to open the space for inspection by such officer; and such officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so.

20. 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 no 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, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—TO THE FULLEST EXTENT ALLOWED BY LAW. Any insurance maintained by Lessor is by law only for the benefit of the Lessor.

WITHOUT LESSOR'S WRITTEN PERMISSION, TENANT WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000 OR 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 of such parties or their animals.

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 or loss listed above. Lessor does not and legally cannot carry insurance on the contents of Tenant's space.

Limitation of Liability. In recognition of the relative risk and benefits of the 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 paragraphs 32 - 37 and with any other rules posted on a sign in plain view at the time of leasing or provided to Tenant at any time.

22. LIEN. Under Chapter 59 of the Texas Property Code, Lessor has a priority contractual and statutory lien on all property in Tenant's space to secure payment of all monies due and unpaid by Tenant. Lien enforcement procedures are contained in paragraph 24 and in Texas Property Code Chapter 59.

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 mailing 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.

24. LESSOR'S REMEDIES. If Tenant is in "default," Lessor may exercise one or more of the following remedies at any time, without notice:

1. lock Tenant's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space as per paragraph 4(g);
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 non-payment of any sums due by Tenant, until paid in full, and charge an overlocking or chaining charge as per paragraph 4(j);
3. deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating any provision of this Agreement until such violation ceases and overlock charges are paid;
4. terminate Tenant's right of possession and/or terminate this Agreement by giving Tenant 3 days written notice to vacate; and if Lessor files an eviction lawsuit, Tenant will pay Lessor attorneys' fees and court costs plus the judicial eviction charge as per paragraph 4(n) for Lessor's time, inconvenience, and overhead for filing the eviction suit;
5. collect charges in paragraph 4 as appropriate and exercise any other remedy or right allowed by law; and/or

6. enforce Lessor's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will only be for default in paying sums due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor both overlocks Tenant's space and provides a statutory notice



of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock 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.

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 Sec. 59.042 et seq, Texas Property Code.

If Lessor has sent statutory notice of claim for unpaid sums, Tenant is liable for Lessor's charge for same under paragraph 4(k). In addition to statutory requirements of notice of claim and advertising/posting, Lessor may provide to Tenant a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper ad charges in paragraph 4(l) and foreclosure sale charges in paragraph 4(m). At foreclosure sale, all contents in the space may be sold item-by-item, in batches, or by the entire space, at Lessor's option. If a creditor of Tenant has a lien on property in the space and if the lien is recorded with the Texas Dept. of Motor Vehicles, or Texas Dept. of Parks and Wildlife, Lessor may, upon payment by the creditor of all 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.

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 there are multiple spaces on a single rental agreement, redemption on less than all spaces is allowed only upon Lessor's written approval. If Lessor provided Tenant a notice of time, date, and place of sale and if Tenant redeems prior to sale, Lessor may, at Lessor's option, terminate this Agreement at time of redemption by hand delivering to Tenant or Tenant's redemption agent or providing to Tenant a 3-day written notice to vacate; and if Tenant fails to timely move out, Tenant will pay 125% of the regular rent on a daily prorated basis from the end of the 3-day period until actual move-out date, plus amounts due under paragraphs 4 and 24(4) 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 move-out notice; (b) Tenant's lock has been removed from the space (if the space is lockable) by someone other than Lessor; and (c) the move-out date or termination date has expired. Tenant also has "abandoned" the storage space if ALL of the following occur: (a) Tenant has not paid rent or other sums due; (b) Tenant's lock has been removed (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 provide 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, and 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 in 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.



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 IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE—UNLESS SUCH IS PROHIBITED BY LAW. Tenant waives all insurance subrogation rights and releases Lessor from all liability for all claims covered by Tenant's insurance. Tenant's insurance carrier for property stored in Tenant's space or in the facility will not be subrogated to any claim of Tenant against Lessor or Lessor's officers, employees, or agents. Lessor's employees and agents are not allowed to do work for Tenant; if they do so at Tenant's request, they are not agents of Lessor and Tenant will hold Lessor harmless from any resulting damages.

28. REFUNDS. Tenant must satisfy paragraph 38 for refunds. Unless a longer period of time 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.

29. TSSA MEMBERSHIP. Lessor represents that Lessor or Lessor's management company is, at the time of signing this Agreement, a member of the Texas Self Storage Association, Inc. If not, this Agreement is voidable and unenforceable at Tenant's option; and Lessor will be in violation of the Texas Deceptive Trade Practices Act. Persons violating TSSA's copyright by reproducing this form without authority will be prosecuted. This Agreement is valid only in Texas.

30. CHANGES IN RULES OR AGREEMENT. Lessor may make changes in the rules (paragraphs 32 through 38) and any supplemental rules, effective immediately, if: (1) the changes do not change dollar amounts or due dates; and (2) the changes have been emailed, mailed, faxed or hand delivered to Tenant or posted onsite 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 by hand delivering to Tenant or providing written notice to Tenant via any method of written contact provided by tenant (as updated by Tenant according to paragraphs 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 BY 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; 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 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 foreclosure, and/or charges under paragraph 4, 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 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 attorneys' fees and litigation costs from the non-prevailing party. Tenant will reimburse Lessor for all attorneys' fees and litigation costs incurred by Lessor in (1) defending or responding to third party actions or requests to recover property stored in Tenant's space or (2) clarifying whether a court order regarding Tenant's space applies to Lessor. Unpaid sums bear 18% annual interest from due date, compounded annually. This Agreement is subordinate to all facility mortgages and is binding on the parties' successors. All persons signing this Agreement represent they have authority to legally sign for the party they claim to represent. Notices and documents must be in English or, at Lessor's option, in any language that Tenant reads or speaks. Notices required by law must be given in a manner allowed by law, but nothing shall prevent Lessor from providing those notices via additional means of communication. Lessor may provide notice to or otherwise contact Tenant relating to Tenant's lease by any means available, including phone, text, email or other methods. Email, mail, text, fax or other electronic methods shall 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 communications with Lessor, or by email, fax, text or other methods when sent to an address or number provided by the Tenant or used by the Tenant in communications with Lessor.

RULES AND POLICIES

32. RENT POLICIES.

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

(b) Rent is delinquent after the due date in paragraph 4(b). Late fees will be charged as provided in paragraphs 4(c) and 4(d).

(c) Lessor may require or prohibit payment by check, money order, cashiers or traveler's check, credit card or cash, at any time, as provided in paragraph 5.

(d) If cash payments are allowed, Tenant should get a receipt. Returned payment (nsf check or other dishonored payment) charges will be made as provided in paragraph 4(e).

(e) All payments by money order or check (including cashier's checks and traveler's checks) must contain the Tenant's storage space number(s).

(f) If any sum due by Tenant is delinquent, Lessor may "overlock" 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 overlock charges and/or chaining charges as shown in paragraph 4(j). If the space is unlockable and one or more pieces of Tenant's property is chained, Tenant will be charged the chaining charge shown in paragraph 4(j) for each item chained. Section 93.002 of the Texas Property Code regarding commercial lockouts does not apply.

(g) If Tenant has multiple locks on the space at time of overlocking, Lessor may remove any lock(s) necessary for overlocking without liability for replacement. If Tenant has a wheel boot attached to the property at the time of Lessor's chaining and/or wheel booting, Lessor may remove Tenant's wheel boot without liability for replacement.

(h) Lessor's overlock, 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 agreement otherwise.

32. CHANGE OF TENANT'S ADDRESS, PHONE NUMBER, EMAIL.



(a) Lessor must be able to contact Tenant at all times, especially in cases 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 requests to Tenant. Notices and requests from Lessor to Tenant are not required to be sent to the Tenant's emergency contact person or other person(s) 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 change 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 RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us, or emails sent from a new address without an express request to update tenant's 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 purposes **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 also 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 ID.

34. HOURS OF OPERATION AND RULE CHANGES.

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

(b) Hours may be changed by posting at the facility or by notice to tenant. 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 RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

(a) If the space is lockable, Tenant's space must be locked with Tenant's lock at all times. If Tenant fails to lock Tenant's space and Lessor locks the space with Lessor's lock, a "locking" charge is due under paragraph 4(g) or 4(h). Lessor is not required to lock unlocked spaces.

(b) If the space is lockable, 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.

(c) ALL PROPERTY IS STORED AND TRANSPORTED AT TENANT'S SOLE RISK. LESSOR IS NOT LIABLE FOR ANY LOSS, DAMAGE OR CAUSE OF ACTION OF ANY NATURE, INCLUDING BODILY INJURY AND DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR PART BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, 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 or supplemental rules. Insurance application forms may be available 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 materials 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 a noxious smell in Lessor's sole judgment;
9. marijuana and/or controlled substances of any kind;
10. prohibited weapons under the Texas Penal Code; or
11. stolen property, and items illegal for self storage under any law.

(b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant 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; 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 power equipment;
6. practicing or playing musical instruments (individual or group);
7. any use that violates zoning, fire, or criminal codes or other laws; or
8. activities classified as a nuisance in Lessor's sole judgment

(d) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT DO 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; or
5. modify electrical service or use electricity 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 the space is lockable), and is not listed in paragraph 1 of this Agreement; and
3. any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws.

(f) GENERAL.

1. All persons must comply with posted signs that are plainly visible.
2. Animals must be kept inside vehicles. Exceptions are 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 doing manual labor for tenants because of risk of injury and insurance considerations.
5. All persons must wear footwear to prevent injuries.
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 areas left by Tenant, Tenant's family, guests, or contractors. Urination or defecation by animals is not permitted except in designated areas, if any.
8. Urination or defecation by persons is not permitted except in restrooms, if any.
9. Please conserve energy by turning off all lights prior to leaving.
10. No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the facility.

37. 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 governmental ID card, with photograph.
3. Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry proper ID at all times. Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility.

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

1. must NOT exceed five-miles per hour speed limit 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 common areas;
6. must NOT change oil or fluids in vehicles or discharge liquids of any kind in spaces, halls, driveways, or common areas;
7. must NOT litter halls, driveways, parking areas, or dumpster areas;
8. must NOT block access to dumpsters or use any dumpsters for disposal of items which may not be stored in Tenant's space under these rules
9. must NOT use any dumpsters for off-site refuse (lawn clippings, brush, food, construction debris, bedding, furniture, etc.); and
10. must NOT disturb other tenants.

(c) Anything subject to licensure (autos, 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 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.

38. REFUNDS AND MOVEOUTS.

(a) Move-out notice forms are available at the office. Please allow at least 60 days for return of refundable rent and/or deposit. See paragraph 28.

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

(1) Tenant must give Lessor 10 days written move-out notice;

(2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out;



(3) Tenant’s lock (if any) must be removed on or before move-out date; or if the lock belongs to Lessor, the lock must be returned to Lessor;

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

(5) Tenant must stay minimum term length in paragraph 3; and

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

(c) Tenant will be liable for damages and for cleaning charges under paragraph 4(o) and all disposal costs 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.

TENANT

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

Printed name of individual signing

Driver's license of individual signing:

State :

Email address:

Other ID if no driver's license

Vehicle License: state and number:

LESSOR

Facility name and address are shown below. Facility name is actually or assumed name of Lessor. Mailing address for all payments and notices to Lessor is the facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) and email address (if any) are also shown below.

Alpha Mini Storage
32525 Frontage Rd.
Boerne, TX 78006
Phone: 830-215-9506
Email Address: info@alphaministorage.com

**Texas Property Code Chapter 59 governs the Self-Storage Lien process.
A copy of the statute can be found at capitol.texas.gov**

**A copy may also be accessed from the Texas Self Storage Association website: www.txssa.org
Self-Service Storage Rental Agreement, Official TSSA Form #1-21 (Rev 09/21)
Copyright 2021, Texas Self Storage Association, Inc.**

ENROLLMENT FOR ACCEPTANCE OF INSURANCE UNDER MASTER POLICY NUMBER: RS000072

TENANT INSURANCE PROGRAM

Facility Operator: Alpha Mini Storage Facility Name: Alpha Mini Storage

Applicant Name: Unit #: Facility License:

I WANT TO ENROLL IN THE TENANT INSURANCE PROGRAM FROM HARCO NATIONAL INSURANCE COMPANY, serviced by CORNERSTONE INSURANCE PRODUCERS IN THE AMOUNT OF:

Coverage Limit: Regular Monthly Premium:

Insurance Start Date:

I understand that the Coverage amount noted is the amount of insurance I have selected. This is a maximum limit. The actual amount paid in the event of loss will be determined by proof of loss documentation. I authorize the Owner to receive the premium and to send it to the insurance company on my behalf. I understand that the Operator of the storage facility, as a limited lines insurance licensee, is authorized to discuss and transact insurance that covers the goods I will store while at the Operator’s facility, and that the Operator may be paid commission or other valuable consideration for their role in the insurance transaction. The Operator is not licensed or qualified to discuss or transact any other type of insurance.

My insurance will start on and will be renewed each month until I terminate the insurance or move out. I



understand that the Regular Monthly Premium is due each month on or before each monthly renewal date. The premium is fully earned.

I hereby request to enroll in the Tenant Insurance program in the amount listed above. I have voluntarily elected to enroll in the insurance program available through Cornerstone Insurance Producers. I have read and completed this application for insurance provided in the Master Policy written by HARCO NATIONAL INSURANCE COMPANY.

When I have properly completed and signed this application and it is attached to the issued Tenant Insurance Program Certificate my coverage will be in effect. I will become insured effective as of for the amount of insurance I have selected and initialed above. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the premium noted above. Failure to pay any premium in full will result in the cancellation, without notice, of my insurance.

ELIGIBILITY: I understand that the opportunity to purchase insurance on property stored within the building is available to all Tenant/Occupants who have entered into a Rental Agreement with the Owner for enclosed storage space.

Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other location. Some property that may be stored in an enclosed unit is excluded from coverage, such as antiques and currency. It is my responsibility to read and understand the Certificate of Insurance and how it may exclude some of my belongings from coverage.

PREMIUM RATES: I understand that I will receive one month's notice of changes in the premium rates, if any, and the new rate shall be effective on the next insurance renewal date following the month in which advance notice of such change is delivered to me.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AND APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

DATE SIGNED: SB 00 02 06 15

28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Cornerstone Insurance Producers- SBOA Tenant Insurance

To get information or file a complaint with your insurance company or HMO:

Call Client Services: 1-800-792-0345, ext 8056

Online: <https://sboati.com> <<http://www.sboati.com>>

Email: support@sboati.com <<mailto:support@sboati.com>>

Mail: Cornerstone Insurance Producers SBOA Tenant Insurance

425 N. Prince St., Suite 101

Lancaster, PA 17603

The Texas Department of Insurance



To get help with an insurance question or file a complaint with the state: Call with a question: 1-800- 252-3439

File a complaint: www.tdi.texas.gov <<http://www.tdi.texas.gov>

Email: ConsumerProtection@tdi.texas.gov <ConsumerProtection@tdi.texas.gov>

<<mailto:ConsumerProtection@tdi.texas.gov>>

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Cornerstone Insurance Producers- SBOA Tenant Insurance

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a Client Services al 1-800-792-0345, ext 8056 En línea: www.sboati.com <<http://www.sboati.com>>

Correo electrónico: support@sboati.com

<<mailto:support@sboati.com>>

Dirección postal: Cornerstone Insurance Producers SBOA Tenant Insurance

425 N. Prince St., Suite 101

Lancaster, PA 17603

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en:

www.tdi.texas.gov <<http://www.tdi.texas.gov>>

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

CERTIFICATE OF STORAGE INSURANCE

HARCO NATIONAL INSURANCE COMPANY

TENANT INSURANCE UNDER MASTER POLICY NUMBER: RS000072

This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by Harco National Insurance Company

Name of Person or Organization:
Customer of: Alpha Mini Storage Include any dba
necessary
32525 Frontage Rd.
Boerne, TX 78006

Space:

Date:

DEFINITIONS:

When used in reference to this insurance, "you" and "your" refer to the person(s) named as tenant in the



Rental Agreement. "We," "us" and "our" refer to the insurance company. In addition, certain words and phrases are defined as follows:

OWNER - shall mean the owner, landlord, lessor or operator of the self-storage facility.

RENTAL AGREEMENT - means the Rental Agreement executed and in effect between you and the "owner".

INSURANCE APPLICATION - means the "Enrollment For Acceptance Of Insurance Under Master Policy Number" form you completed.

AMOUNT OF INSURANCE - means the amount of insurance printed on your signed Insurance Application form for coverage.

PREMIUM - means the amount shown in the Insurance Application form as premium for your insurance.

EFFECTIVE DATE: This insurance attaches on the date shown on the Insurance Application. This insurance shall remain in effect until terminated or cancelled as provided by this certificate.

PROPERTY INSURED: We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage space described in the Rental Agreement.

PERILS INSURED AGAINST: We cover direct loss to property insured by the following perils, except as otherwise excluded but limited to the amount of insurance.

- | | |
|--|---|
| 1. Fire or Lightning | |
| 2. Windstorm or Hail | |
| 3. Cyclone, Tornado or Hurricane | 1. Vandalism or Malicious Mischief |
| 4. Explosion or Sonic Boom | 2. Falling objects, provided the exterior of the building containing the property is first damaged by falling objects by such falling objects |
| 5. Strikes, Riot or Civil Commotion | 3. Weight of Ice, Snow or Sleet |
| 6. Aircraft, Self-propelled Missiles or Spacecraft | 4. Collapse of Buildings containing the property insured, other than by earthquake |
| 7. Vehicles | 5. Water Damage except as excluded under Paragraphs (b) and (c) |
| 8. Smoke | 6. Earthquake |
| 9. Landslide, including sinkhole collapse | |

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the amount of insurance.

BURGLARY: 100% of the amount of insurance coverage for loss by burglary or holdup. The term "Burglary" shall mean the act of stealing property

by forcible entry into the storage space described in the Rental Agreement; however, this coverage only applies when such storage space is securely locked at the time of the forcible entry. The mere absence of a lock will not constitute forcible entry.

DEBRIS REMOVAL: 20% of the amount of your insurance under the Master Policy to cover the necessary expense incurred in the removal of debris from the property insured following an insured loss.

TRANSIT: 100% of the amount of your insurance under the Master Policy for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which covered property is being transported while such property is in transit to or from the storage space, provided the property is within 100 miles of the described storage facility.

EXTRA RENTAL SPACE: 20% of the amount of your insurance under the Master Policy to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage space is prevented as a result of loss or damage to storage facility building by a peril insured against in this policy.

EXCLUSIONS: We do not insure:

- a. Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles,



securities, negotiable instruments, money, lottery tickets notes, animals, jewelry, watches, precious or semi-precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol and explosives.

- b. Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, moths, insects, rodents, vermin, mold, mildew, wet or dry rot, atmospheric condition and /or changes in temperature, delay, loss of use or loss of market.
- c. Against loss or damage caused by, resulting from, contributing to or aggravated by flood, surface water, waves, tidal water or tidal wave, or overflow of streams or other bodies of water, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containments system, unless fire or explosion ensues, and then we will pay only for the ensuing loss.
- d. Loss or damage caused by cigarettes or other smoking materials, unless fire ensues.
- e. Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after the occurrence of any peril insured against, or when the insured property is endangered by an insured peril.
- f. Loss or damage caused intentionally by the Insured or at the direction of the Insured.
- g. Loss or damage of contraband, or caused by illegal transportation or trade.
- h. Loss or damage resulting from activity in violation of the Lease agreement.
- i. Loss or damage caused by theft or mysterious disappearance, except burglary as covered herein.
- j. Losses caused by nuclear hazards: "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused or any consequence of any of them. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the "Perils Insured Against" clause. The insurance evidenced by this policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- k. War risk and governmental action: he insurance evidenced by this policy does not apply to loss caused directly or indirectly by or due to any act or condition incident to the following: Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual , impending or expected attack, By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or By military, naval or air forces or By an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such governmental power, authority or forces. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

DEDUCTIBLE CLAUSE: There is no deductible applicable to a loss covered under this policy.

TERMINATION OF INSURANCE: This insurance shall automatically terminate without notice to you: On the date your Rental Agreement is terminated; On the first day the Insured fails to pay the premium in full for this insurance by the Insured's monthly anniversary day, or As provided in the Cancellation clause shown below. Premium for the month of termination is fully earned and there shall be no return premium due to the Insured for such month.

VALUATION: The value of the property will be determined at the time of loss and will be the least of the following amounts: The actual cash value of that property;

The cost of reasonably restoring that property to the condition immediately before loss; or The cost of replacing that property of like kind and quality.

DUTIES YOU HAVE AFTER A LOSS: You will give prompt notice to us at site location and to our authorized representative and in case of burglary also to the police. The notice should include:

How when and where the loss occurred;

The property involved and your interest in it; and The names and addresses of any witnesses.



IF YOU HAVE A LOSS: Write or telephone:

Cornerstone Insurance Producers - TI Phone # 800-792- 0345 425 N. Prince St., Suite 101

Lancaster, PA 17603

CONCEALMENT, MISREPRESENTATION AND FRAUD: If you commit fraud by intentionally concealing or misrepresenting a material fact concerning The insurance evidenced by this Certificate, Covered property or Your interest in the covered property You will void your insurance under this policy and be subject to prosecution.

EXAMINATION UNDER OATH: Before recovering for any loss, if requested, you:

Will permit us to inspect the damaged property before it is disposed of or repaired;

Will send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request; Will agree to examinations under oath at our request;

Will produce others for examination under oath at our request;

Will provide us with all pertinent records needed to prove the loss; and Will cooperate with us in the investigation or settlement of the loss

APPRAISAL: If you and we do not agree as to the amount of loss, then you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two will be binding and set the amount of loss. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the expense of the umpire and the other expenses of the appraisal.

LOSS PAYMENT/OTHER RECOVERIES: We will pay or make good any insured loss under the insurance evidenced by this certificate within 30 days after we reach agreement with you, the entry of final judgment or the filing an arbitration award, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

LEGAL ACTION AGAINST US: No one may bring legal action against us unless:

There has been full compliance with all terms of the insurance evidenced by this certificate; and Such action is brought within two years after you first have knowledge of a loss.

TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or from whom we make payment under the insurance evidenced by this certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss to hinder us in our recovery.

PAIR, SET OR PARTS:

Pair or Set. In case of loss to any part of a pair or set we may:

Repair or replace any part to restore the pair or set to its valuation before the loss; or

Pay the difference between the valuation of the pair or set before and after the loss.

Parts. In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

OPTIONAL ARBITRATION: Except for decisions made under the appraisal condition, in the event you and we fail to agree as to the interpretation or applicability of any of the terms of our Insurance, you may elect to resolve the disagreement by binding arbitration in accordance with the statutory rules and procedures of the state in which the property is located or in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This option is granted to you subject to the following terms and conditions:



Any arbitration instituted to determine coverage for a specific loss must be started within one year after the occurrence causing loss or damage. This optional arbitration clause is intended to grant an additional right to you. All other terms and conditions of this contract remain the same, and no rights or duties of yours or ours shall be diminished or negated by reason of this clause or exercise of this option.

CANCELLATION: The insurance evidenced by this Certificate may be canceled at any time by you, upon providing advanced notice in writing to us or to your facility management. Facility Management will send notice to your address shown on the Rental Agreement prior to the effective date of cancellation of this certificate. The insurance evidenced by this policy shall automatically terminate in event of non-payment or partial payment of premium as provided above without further notice to you. Premium for the month of cancellation is fully earned and there shall be no return premium due you for such month. If any part of this paragraph is in conflict with specific state requirements the state requirements will apply.

CHANGES: This Certificate and the Master Policy contains agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of The Master Policy.

SB 00 03 06 15

ADDENDUM TO INSURANCE LANGUAGE

INSURANCE OBLIGATION: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Occupant's stored property is a material condition of this agreement, and is for the benefit of both Occupant and Owner. **Occupant's failure to carry the required insurance is a breach of this agreement,** and Occupant assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

INSURANCE ELECTION: Occupants elects one of the following **(please initial):**

I have provided evidence of insurance from my insurance agent or company for my personal property and contents. I agree to keep the insurance in force during the time of my lease.

INSURANCE COMPANY NAME: POLICY #:

I agree to enroll in SBOA TI (Tenant Insurance).

I personally assume all risk and loss to my property in my storage space.

Occupant agrees and understands that the SBOA TI policy can be cancelled at any time if Occupant provides evidence of third party insurance coverage for its stored property. **Occupant further consents to business communication by Owner and Insurer via phone, text, e-mail and fax.**

Signature Date



X



Signature Certificate

Document name: Sign Lease - Alpha Mini Storage

🔒 Unique Document ID: 42733EEDCAA9F12771F7837402E690D21CF4B69

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

May 4, 2021 3:52 am CDT

Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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