



21145 FM 529
Cypress, TX 77443

Rental Agreement - Month-to-Month Tenancy

THIS AGREEMENT, (the "Agreement"), is made and entered into by and between Morningstar Storage as agent for MSC FM 529, LLC, d/b/a Morningstar Storage (the "Owner"), and (the "Occupant"), whose last known address is:

Name of Occupant: _____	Date: _____
Address: _____ _____	
Phone (Res.): _____	
(Bus.): _____	
(Cell) : _____	
EMail: _____	
Space #: _____	
Access No.: _____	

_____(Occupant) hereby rents from Morningstar Storage (Owner) those certain premises described as Space Number _____ approximate size _____>ft. X _____ft. (_____sq. ft) located at above address and hereinafter referred to as "Premises," on the following terms and conditions. For the purpose of this agreement, "premises" also includes outside storage parking spaces for vehicles, including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers.

Military: Please indicate if you or your spouse are active-duty military, Reserve, National Guard, Public Health Service or NOAA.

YES _____ **NO** _____

If yes, the occupant must complete the Servicemembers Civil Relief Act Addendum to

the Self-Storage Lease at the end of this contract. If not, no further action is required. It must be completed and signed before access to your space is granted.

1. Term. Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth beginning on receipt of this notice and continuing month to month until terminated.

2. Rent. Occupant shall pay Owner rent in the sum of \$ per month, payable in advance upon the first day of each and every calendar month at the Owner's Address. If the aforementioned beginning date is other than on the first day of the calendar month, then the rental shall be prorated for the first month from such beginning date. **RENTAL PAYMENTS RECEIVED AFTER THE CLOSE OF BUSINESS (5:00 PM) ON THE FIFTH (5th) DAY OF THE MONTH ARE SUBJECT TO A LATE FEE OF 20% OF THE MONTHLY RENTAL RATE OR \$20, WHICHEVER IS GREATER. This late charge shall be due and payable immediately without demand from Owner. If any check is dishonored for any reason, said late charge shall be due in addition to a RETURN CHECK CHARGE of \$25.00.** If any monthly installment is not paid by the TENTH of the month due, or if any check given in payment is dishonored, Occupant shall be deemed to be in default. If the Occupant is in default hereunder, Occupant agrees that a padlock may be installed by Owner on the aforementioned space and gate access denied, and Occupant agrees to pay the overdue rent, plus the aforementioned late payment charges before he shall be allowed to regain access to the Space. Occupant agrees and understands that partial payment made to cure a default for nonpayment of rent will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of property. Any payments made to stop the foreclosure and sale of the Occupant's property must be paid in cash, certified funds or money order. **Personal checks will not be accepted.** If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum **PUBLIC AUCTION PROCESSING FEE of \$75.00.** Other fees charged to Occupant may be contained in Addendums to this Agreement. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement. **PLEASE PAY BY THE 5th TO AVOID INCURRING A LATE CHARGE.**

3. Denial of Access. If rent is not paid within ten **(10) days** of the monthly due date, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the Premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

4. 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.

5. Use and Occupancy and Compliance with Law. The Space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives or any highly flammable goods or any other goods in the space which would cause danger to the space. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the space, and to keep the space in good condition during the term of this agreement. The Space may be used and occupied only for the storage of personal property in compliance with all applicable Federal, State and local laws, rules, ordinances and regulations and for no other purpose without the prior written consent of Owner. No animals or perishable or hazardous material (as defined from time to time by local, state or federal law or regulation), shall be placed in the Space by Occupant without Owner's prior written consent. Occupant shall not keep anything within the Space or use the Space for any purpose that increases insurance premium cost or invalidates any insurance policy carried on the Space, or for the storage of any property which shall be in violation of any order or requirement imposed by any government or governmental agency, or in violation of any legal requirement; or so any act or cause to be done any act that creates a nuisance in or upon or connected with the Space. Vehicles or other fuel-driven equipment may be stored only if the fuel tanks are empty. Occupant shall not use the Space for residential purposes and shall have access to the Space and common areas only during such hours and days as Owner permits.

6. Hazardous or Toxic Materials Prohibited. Occupant is strictly prohibited from storing or using materials in the Space or at the Premises classified as hazardous or toxic under any law, ordinance or regulation, or from engaging in any activity which produces such materials. Owner, at Occupant's sole expense, may enter the Space at any time to remove and dispose of prohibited items.

7. No Bailment Intended. All property stored or maintained within the Space by Occupant shall be at Occupant's sole risk of damage or loss. Occupant acknowledges that no bailment or deposit of goods for safekeeping is intended or created by this Agreement. **Owner exercises neither care, custody, nor control over Occupant's stored property.** The Occupant acknowledges that the Owner does not furnish any security for the Space rented nor does the Owner make any claim or representations concerning the security of the facility or the Space rented. The Owner shall not be responsible for the theft or mysterious disappearance of the Occupant's property or for damage caused thereto by fire, water, freezing, heat, extreme changes in temperature, humidity, dampness, leakage, rodents, insects, mold, mildew, lightning, windstorm, hail, snow, flood, explosion, riots or civil disturbances, collapse of building, actions of other Occupants, loss or failure of electricity or from any cause whatever, except if caused by the willful or grossly negligent acts of the Owner or its agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

8. Conditions and Alterations of Space. Occupant acknowledges that he/she has examined the Space and hereby accepts them as being in good order, condition, and repair. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Occupant shall maintain and return the Space in the same good condition, reasonable wear and tear expected, as they were upon the beginning date of this Agreement. Occupant agrees immediately to notify Owner of any defects or dangerous conditions. Occupant agrees to pay Owner promptly for any repairs made by Owner to the Space caused by the negligence or misuse of Occupant, or of Occupant's agents, invitees, licensees, and guests. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

9. Limitation of Value. Because the value of the property stored may be difficult or impossible to ascertain, Occupant agrees that the aggregate value of all personal property stored does not exceed, nor will be deemed to exceed, \$5,000. Occupant may store property worth substantially less than \$5,000 and nothing contained in this Agreement shall be evidence or admission that the aggregate value of the property stored is, or is expected to be, at or near \$5,000. It is specifically understood and agreed that Owner need not be concerned with the kind, quantity, or value of property stored by Occupant pursuant to this agreement. Occupant acknowledges that the Space are not suitable for the storage of heirlooms or other precious or irreplaceable property such as objects for which no immediate market exists and objects that are claimed to have special or emotional value to Occupant. Occupant waives any claim for sentimental attachment or for

Occupant's emotional attachment to the property that is placed in the Space.

10. Right to Enter, Inspect, and Repair Space. Occupant shall grant Owner, Owner's agents or the representatives of any governmental authority, including police and fire officials, access to the Space at all reasonable times without prior notice to Occupant. Owner, Owner's agents or the representatives of any governmental authority shall have the right to immediately remove Occupant's lock and enter the Space for the purpose of examining the Space or the contents thereof, or for the purpose of making repairs or alterations and taking such other action as may be necessary or appropriate to preserve the Space, or to comply with applicable law or enforce any of Owner's rights. Occupant further authorizes Owner to release any information regarding tenancy as may be required by law or requested by any governmental authority agency.

11. Rules and Regulations. Any rules and regulations posted in a conspicuous place on Owner's property or otherwise made known to the Occupant, including any additional rules and regulations promulgated by Owner concerning this tenancy and made known to Occupant by conspicuous posting or otherwise, are made a part of this Agreement, and Occupant shall comply at all times with such rules and regulations.

12. Renewal-Termination. Provided Occupant is not in default hereunder, this Rental Agreement automatically shall be renewed from month to month, upon the same terms and conditions, unless either party shall give to the other written notice of cancellation, at least ten (10) days before the end of the month. Written notice of termination from Occupant must be given to Owner at the Owner's Address, which address may be changed by written notice from time to time, and notice of termination shall be effective upon receipt by Owner or Owner's authorization agent. Rent shall be payable by Occupant to Owner during such notice prior and through the end of the particular month. Owner may terminate this Agreement immediately due to Occupant's Breach of the Peace or other violations of this Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant.

After Owner's delivery of the termination or nonrenewal notice, Occupant shall not access the Leased Space or the Facility. Occupant shall have fourteen (14) days from the termination or nonrenewal notice to remove all personal property from the Leased Space and the Facility. Any personal property left in the Leased Space or Facility after the fourteen (14) day period set out in the termination or nonrenewal notice may be disposed by the Owner. Prior to the Occupant's removal of all personal property from the Facility, the Owner may place reasonable restrictions on the Occupant's use of the Leased Space and the Facility, including denying access to the Leased Space and the Facility except for the access required for the Occupant to remove personal property during the office hours of the Owner.

13. Owner's Lien. PURSUANT TO TEXAS PROPERTY CODE TITLE 5 EXEMPT PROPERTY AND LIENS SUBTITLE B LIENS, CHAPTER 59 SELF-SERVICE STORAGE FACILITY LIENS; UPON DEFAULT BY THE OCCUPANT, THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE OCCUPANT'S SPACE FOR RENT, LABOR OR OTHER CHARGES IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION AND EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN THE OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY (50) DAY PERIOD AFTER DEFAULT. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE 15TH DAY OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM THE DATE PAYMENT WAS DUE. For purposes of the Owner's lien, the term "personal property" means removable property, not affixed to land and includes, but is not limited to, goods, merchandise and household items; the term "last known address" means that address provided by the Occupant in the latest Rental Agreement or the address provided by the Occupant in a subsequent written notice of change of Address. The Owner's lien attaches as of the date the Occupant is considered in default. OCCUPANT SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) INCURRED BY THE OWNER ARISING FROM THE SALE OF OCCUPANT'S PROPERTY OR FOR ANY EVICTION PROCEEDING BROUGHT BY OWNER.

14. Owner's Lien and Security Interest. Upon default by Occupant, in addition to any statutory Owner's lien, but not in lieu thereof, Owner at all times shall have a valid, contractual lien for all rentals and other sums of money becoming due hereunder from Occupant, upon all personal property located in the Space. Occupant hereby grants to Owner a security interest in all personal property stored by Occupant in the Space, for the purposes of this paragraph. Furthermore, in addition to the rights and remedies granted to Owner hereunder, Owner may enforce all rights granted to it by the laws of the State without having made an election of remedies. Pursuant to the Owner's Lien, Occupant hereby provides the names and addresses of any lienholders or secured parties who have an interest in the Property that is or will be stored. If more than one such lienholder or secured party exists, please list all lienholders and secured parties on a separate attachment to this Agreement and write "See Attachment" in the space below. If there are no such parties, please confirm by stating "No Liens" below:

Lien Holders or Secured Parties: _____

15. Assignment or Subletting. Occupant shall not sublet or assign all or any portion of the Space without the prior written consent of Owner. Any attempt to sublet or assign shall be void and shall constitute a default on the part of the Occupant.

16. Electricity. The Owner, at its option, may provide an electric light in the Occupant's Space. Such light, if provided, is for illumination only and cannot be used as electricity source for other purposes. Electricity for purposes other than illumination may be provided at the Owner's option and is subject to an additional charge. Owner in all cases is not liable for damages resulting from an interruption of power.

17. Vehicles. Occupant shall not park any vehicle at the Premises (or permit any other party to park any vehicle at the Premises) except in areas designated by Owner and then only during such periods necessary for the performance of and while Occupant is exercising its rights, duties and obligations hereunder. Vehicles (including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the space allocated and referred to in this Agreement by addendum. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Occupant's default for 60 or more days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

18. Abandonment. Occupant shall be deemed to have conclusively abandoned all property which remains in the Space or at the Premises after the termination of this Agreement, upon default of this Agreement for thirty (30) days, or when Owner concludes based upon other reasonable considerations, including, but not limited to, an unlocked Space, that Occupant has abandoned Occupant's property and the Space. Any personal property of Occupant which shall remain in or in the Space or at the Premises after the expiration or termination of the Agreement (other than termination of the Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner, and, if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's personal property in order to satisfy Owner's lien. Occupant shall be liable for paying all costs incurred by Owner in disposing of such property. There are No Rent Refunds for Partial-Month Occupancies..

19. Attorney's Fees and Costs. In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, then Occupant agrees to pay to Owner all reasonable costs, expenses, and attorney's fees incurred by Owner in connection therewith.

20. Waiver of Jury Trial. Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with this Agreement, Occupant's use or occupancy of the Space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation.

21. Binding Lease. This Agreement is binding upon the parties hereto and their heirs, successors, and permitted assigns.

22. Subordination. This Agreement shall be and is subordinate to the interest of any holder of any mortgage or deed of trust or any other instrument given by Owner to secure any debt or obligation of Owner, whether now existing or hereafter entered into and any modifications, replacements, renewals, or extensions thereof and Occupant agrees to execute any instrument which Owner may request to further evidence and/or effect such subordination and appoints Owner as its Attorney-in-Fact to execute any such instrument.

23. Notices from Owner. All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant provides its e-mail address, Occupant consents to the delivery of all correspondences and notices, including statutory notices, via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via e-mail rather than by U.S. Mail. Occupant consents to Owner sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Owner and its electronic communications systems. Such communications may include, including, but not limited to, payment due and past due notices.**

24. Notices from Occupant. Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space. Occupant understands he must personally deliver such notice to Owner, mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement or provide such information via e-mail sent to the correct e-mail address and verified by Owner. Occupant's failure to notify Owner of any change in mailing address, e-mail address, or phone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

25. General Provisions. This Agreement may be changed or amended only by a written notice signed by the Owner or Owner's Authorized Agent. The waiver by the Owner of any provision of this Agreement will not be deemed to be a waiver of such provision in the future or of any subsequent breach of the same or any other provision of the Agreement. Interest will accrue on all sums due at the judgment rate.

26. Severability. In the event that any provision of this Agreement shall be held to be invalid and unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

27. Changes. All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change by Owner upon thirty (30) days prior notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective on the date stated in the Owner's notice and apply to his occupancy whether or not Occupant has agreed to the change in writing.

28. Occupant's Lock. The Occupant must keep the Space locked and must provide his own lock and key that Occupant deems sufficient to secure the Space. Owner does not represent the adequacy of any particular lock. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space with or without notice to the Occupant; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock. Storage spaces at the Premises may be equipped

with electronic locking devices that do not require the Occupant to provide a lock. No expressed or implied warranties, guarantees, or representations are given by Owner, Owner's agents or employees as to the use, function, security, reliability, merchantability or fitness of the any such electronic locking device. **Owner shall not be liable for loss or damage to property stored in the Space resulting from the use, failure, destruction, tampering, cutting, drilling, fault, defect, or malfunction of any electronic locking device. If the electronic locking device contains technology which allows the Owner to overlock and/or unlock the Occupant's lock, no bailment or higher level of liability is created by the Owner's ability, or use of ability, to overlock and/or unlock the lock on the Space and the Owner does not take care, custody, or control of the Occupant's property due to the Owner's ability, or use of ability, to overlock and/or unlock the Occupant's lock.**

29. Personal Injury. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the Space or Premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

30. Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

31. Military Service. If you or your spouse are a member of the US Military, Reserves, National Guard, Public Health or NOAA, you must complete the Servicemembers Civil Relief Act Addendum to this Agreement at the end. It must be completed and signed before access to your Space is granted. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.

32. Personal and Financial Information. Owner does not warrant or guarantee that any personal (address, phone number, e-mail address, social security number) or financial information (credit card, bank account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

33. Climate Control. Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity. Occupant waives any claim for loss of or damage to stored property from Owner's failure to regulate the temperature and humidity in the Space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Owner. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. Occupant shall store their property within the Space solely at their own risk.

34. Mold/Mildew. Mold and mildew are naturally occurring substances and it is possible to appear or grow on Occupant's stored property. Owner does not represent that the Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term. Occupant understands

that there is a risk of the growth of mold and/or mildew on Occupant's stored property in any Space. Operator/Owner does not warrant the Space to be water-tight or dry. Occupant is solely responsible for preventing mold and/or mildew on Occupant's stored property in the Space. Occupant hereby releases Operator/Owner from any liability for mold and/or mildew on Occupant's stored property from whatever source and no matter how it occurs. Occupant shall take whatever steps necessary to protect against and prevent mold in their stored property. Occupant understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew. Occupant shall periodically inspect the Space and the personal property stored in the Space and take any and all actions necessary to protect Occupant's stored property from mold and/or mildew.

35. Limited Warranty. This Agreement and its Addendum contain the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No expressed or implied warranties, guarantees, or representations are given by Owner, Owner's agents or employees as to the suitability of the Space for Occupant's intended use or the nature, condition, safety, or security of the Premises, the Space, and/or the property in the Space. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of Owner are not authorized to make warranties about the Space and Premises referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased Space and Premises referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space and Premises, and that Occupant accepts such leased Space and Premises AS IS and WITH ALL FAULTS.

36. Permission to Call, Fax, E-Mail or Text. Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. Occupant hereby provides its express written consent to Owner (and Owner's agents, employees, representatives, affiliates and those acting on its behalf) phoning, SMS messaging/texting, faxing, e-mailing, and using social media to communicate with Occupant with debt collection, marketing, informational, account-related, and/or other business-related communications from and on behalf of Owner, its agents, employees, representatives, affiliates and others acting on its behalf. Occupant consents to Owner sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Owner and its electronic communications systems. Occupant provides its express written consent to receiving telephone calls and messages (including SMS messaging/text messaging) from and on behalf of the Owner using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automatic texting system, to the phone number(s) provided in this Agreement or to any phone number subsequently provided by Occupant to Owner. Occupant also provides its express written consent to receiving autodialed calls and SMS messaging/text messages from and on behalf of the Owner at the phone number(s) provided by Occupant in this Agreement or at any other phone numbers provided by Occupant to Owner. Calls and SMS/text messages from and on behalf of Owner to Occupant may provide alerts regarding offers and promotions from the Owner, the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Premises, information about the Space and/or the Premises, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging and data rates may apply to any calls and/or messages received from Owner and that not all carriers are covered. Occupant understands that Occupant's consent to receive these calls and texts is not required as a condition of entering into this Agreement or in the purchasing of any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging or data charges or fees generated by this service. Occupant further agrees that in the event Occupant's phone number(s) change, Occupant shall inform Owner of said change or be liable for any fees or charges incurred. Occupant may opt-out of this messaging by emailing fm529@morningstarstorage.com or reply STOP to any SMS/text message received. Occupant certifies and warrants that the phone number(s) provided in this Agreement are that of the Occupant.

Occupants Initials: _____

37. Cross-Collateralization of Storage Spaces. When Occupant rents more than one Space at this Premises, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Premises and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

38. Arbitration. In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the Space or this Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Owner will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Owner may then choose to arbitrate. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found www.namadr.com. Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

39. Exceptions to Arbitration. Both parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. Owner retains the right to conduct a lien sale under applicable state law. However, any other claims, such as claims for violations of self-storage lien laws, derivative claims (including, but not limited to, claims under state or federal consumer protection statutes), conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.

40. Indemnity. Occupant agrees to indemnify, hold harmless, and defend Owner from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the Space, the Premises, and common areas. Occupant's indemnity obligation includes allegations that Owner or Owner's employees or agents acted in negligent manner.

41. Occupant's Liability. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

42. State Law to Apply. This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Premises is located.

43. Access to Space and Premises Due to Emergencies/Weather. Owner reserves the right to deny access to the Space and/or the Premises to all occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Premises due to federal, state, or local emergencies or inclement weather.

44. Conduct. Occupant and Occupant's guests and invitees shall behave, conduct themselves, and communicate with

Owner, Owner's employees and agents, and other occupants in a professional, businesslike manner while at the Premises. Abusive or harassing language or conduct by Occupant or Occupant's guests or invitees is a breach of this Agreement. If any provision of this paragraph is violated, Owner shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the Premises and denial of access to the Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's property from the Space and the Premises. If Occupant or Occupant's guests or invitees are in violation of this paragraph, Owner has the right to control Occupant's access on the Premises, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Premises.

45. Owner's Employees. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employees shall be deemed to be the agent of the Occupant, regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Owner. Notwithstanding that Owner shall not be liable for such occurrences; Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage or loss suffered by the Occupant or other persons on or within the Premises.

46. Entire Agreement. The making, execution and delivery of this Agreement by the Occupant has not been induced by any representations, statements, warranties or Agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

47. Electronic Signature. Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this Agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e- signature or any resulting agreement between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

48. Agreement by Conduct. Occupant hereby acknowledges the Occupant's continued use of the Leased Space for at least thirty (30) days from the date of a notice of the Rental Agreement from the Owner shall constitute acceptance of the Rental Agreement by the Occupant and shall have the same effect as if the Occupant signed the Rental Agreement .

DO NOT SIGN THIS AGREEMENT UNTIL YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH (1 THRU 48), ALSO OCCUPANT AGREES ALL INFORMATION IS CORRECT ON PAGE 1 OF THIS AGREEMENT.

OCCUPANT: _____, **Landlord:** _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____