

Please complete the items highlighted in yellow and execute both copies of the Storage Rental Agreement, returning both copies to my attention. At such time as we have executed this Agreement, I will return one fully executed copy to you for your files.

Thank you,

Stacy M. Buys
smbuys@6thsbs.com
4761 Frank Luke Dr.
Addison, Texas 75001
214-550-3307

6th STREET BOAT STORAGE RENTAL AGREEMENT

STATE OF TEXAS
COUNTY OF NUECES

This Agreement for rental of self-service storage stall located at 1000 6th Street, Port Aransas, Texas, is by and between:

Lessor: Coastal Boat Storage, LLC, a Texas Limited Liability Company ("Lessor"), 4761 Frank Luke Dr., Addison, TX 75001

Phone: 817-925-2472, Email: mhawkins@6thsbs.com, and

Lessee: Lessee is (check one) Individual or Business (please print below):

Last Name (or Business Name & entity) First Middle Initial Email address

Mailing Address City, State, Zip Work Phone Cell Phone

Emergency Contact: In the event Lessor cannot contact Lessee due to an emergency, please list a person for such purpose.

Full Name Address, City State Zip Cell # Email address

Stall Space Rented: (check one) 50' x 16' # _____ or 35' x 12' # _____ or 8' x 15' # _____

Stall Rent: All rents are annual and paid in advance. Rent for the above space: \$ _____ and shall be payable to: Coastal Boat Storage, LLC, 4761 Frank Luke Dr., Addison, TX 75001

Security Deposit: A one-time Security Deposit equal to 10% of annual rent is due at signing: \$ _____. Deposit is not for advance rentals and will bear no interest or limit Lessee's liability for damages. Lessor shall not be required to segregate such Deposit from other deposits for the storage facility.

Rent Term Begins: _____ and ends _____.

Renewal: Lessee shall notify Lessor in writing 30 days in advance in the event this Agreement will not be renewed as the expiration of its term, otherwise the rental term automatically renews at end of initial term on same terms of this Agreement, except for annual rent, which Lessor may increase to market rates, if Lessee is not in default on any of the terms and conditions of this Agreement.

Special Provisions: _____

Use: Stalls shall be used ONLY for self-storage of boats, trailers, recreations vehicles, motor vehicles, golf carts, motorcycles or other similar types of equipment. Stall space may not be used for retail sales, lodging, sleeping, cooking, business office or full-time work space or any other activity Lessor deems a nuisance.

Electricity: Electricity shall be furnished by Lessor as a part of annual rent, HOWEVER, REFRIGERATORS, FREEZERS, AIR CONDITIONERS, HEATERS, AND OTHER USES OF LARGE AMOUNTS OF ELECTRIC CURRENT SHALL NOT BE ALLOWED. NO WATER WILL BE PROVIDED.

Non-Liability, Indemnity & Insurance:

LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM LESSEE'S SPACE REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, ROOF OR OTHER LEAKS, HIGH WATER FLOODING, WINDSTORM, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE. FURTHER, LESSEE WILL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL CLAIMS, DAMAGES, GOVERNMENT FINES, LAWSUITS, AND ALL COSTS ASSOCIATED WITH LAWSUITS, INCLUDING ATTORNEY'S FEES, RELATING TO LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM LESSEE'S STALL SPACE, OR INJURY TO OR DEATH OF PERSONS WHICH MAY OCCUR OR RESULT DIRECTLY OR INDIRECTLY FROM THE STORAGE OF LESSEE'S PROPERTY IN SAID STALL, OR REMOVAL OR THEFT OF THE SAME THEREFROM. LESSEE HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LESSOR FOR DAMAGE TO EQUIPMENT, PERSONS AND PERSONAL PROPERTY AND THIS PROVISION SHALL SURVIVE THE TERM OF THIS LEASE. Any insurance maintained by Lessor is only for benefit of Lessor and all structures on site and shall not extend to Lessee's equipment, persons or personal property.

Lessee's Damage: Lessee shall be responsible for all damages to said stall or surrounding area which might result from Lessee's acts or omissions or the acts or omissions of members of Lessee's family or agents, servants, employees, or invitees, in maneuvering Lessee's property in and out of the stall, or fire or explosions associated with Lessee's property, or other casualty occurring therein. Lessee is encouraged to purchase insurance to cover Lessee's stored property and contents for any casualty as none is provided by Lessor.

Casualty: In the event the Space shall be damaged by fire or other casualty during the term of this Lease, whereby the Space shall be rendered untenable, and the Space is not repaired within 120 days from such occurrence, either Lessor or Lessee may cancel this Lease by written notice delivered to the other.

No Sublet or Assignment: Lessee shall not sublet or assign this Agreement in whole or in part.

Rules & Polices: Lessor may make certain rules and policies from time to time and notify Lessee by email, mail, hand delivery to Lessee, or posted onsite on an exterior sign in plain view and all such rules and policies shall be considered as a part of Lessee's obligations hereunder.

Lien: IN ADDITION TO ANY LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH, UNDER CHAPTER 59 OF THE TEXAS PROPERTY CODE ("CODE") OR ANY OTHER LAWS OF THE STATE OF TEXAS, LESSOR HAS A PRIORITY CONTRACTUAL AND STATUTORY LIEN ON ALL PROPERTY IN LESSEE'S SPACE TO SECURE PAYMENT OF ALL MONIES DUE AND UNPAID BY LESSEE.

Default of Lessee: Lessee will be in default if Lessee: (a) fails to timely pay rent; (b) fails to notify Lessor of changes of contact info listed above; (c) has provided false or incorrect info to Lessor; (d) has failed to comply with all provisions of this Agreement or any rules or policies of Lessor; or (e) has violated health, safety, environmental or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

Lessor's Remedies: If Lessee is in default, Lessor may exercise one or more of the following remedies at any time: (a) deny Lessee access to the facility and/or lock Lessee out of Lessee's storage stall until rent is paid in full or violation of any provision of this Agreement ceases, and payment of lock out charge of \$50.00; (b) terminate Lessee's right of possession and/or terminate this Agreement by giving Lessee 3 days written notice to vacate and if Lessor files an eviction lawsuit, Lessee will pay Lessor's attorney's fees, court costs, publication costs of required notices, and constable or sheriff costs of serving eviction papers before and after judgment; (c) enforce Lessor's lien and sell all contents of Lessee's stall space either item-by- item, in batches or by the entire space, at Lessor's sole option.

Lessor's Right of Entry: Lessor may enter the stall space when: (a) Lessor has written or oral authority from Lessee; (b) Lessor reasonably believes there is an "emergency," as that term is normally used, including without limitation an imminent danger or health hazard because of fire, water damage, broken locks, and will notify Lessee by phone of such entry; Lessor has reasonable grounds to believe that criminal activity is occurring in the stall space; (c) Lessor is exercising Lessor's lien rights; or (d) for purpose of making repairs, maintenance, or replacements of any portion of the stall space at any reasonable time.

Abandonment by Lessee: Lessee has "abandoned" the stall space if: (a) Lessee has given a move-out notice; (b) Lessee's lock has been removed; and (c) time for move-out has expired. Abandonment also occurs when: (a) rent has not been paid; (b) Lessee's lock has been removed; and (c) Lessee's stall space contains nothing of value to the ordinary person.

No Warranties & Lessor Takes As Is: NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY LESSOR. LESSOR DISCLAIMS AND LESSEE WAIVES ANY IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, SECURITY OF ANY KIND, SAFETY, OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAKES NO REPRESENTATION OF SAFETY OR SECURITY OF LESSEE'S PROPERTY STORED IN OR TRANSPORTED TO OR FROM LESSEE'S STALL SPACE. LESSEE HAS INSPECTED THE STALL SPACE AND ACCEPTS SAME "AS IS". IF STALL SPACE IS DESTROYED BY ANY CASUALTY, LESSOR IS NOT REQUIRED TO REBUILD OR REPLACE SAME.

Alterations/ Stall Free of Trash: Lessee shall not make or suffer any alterations to the Space without the written consent of the Lessor. Lessee will dispose of Lessee's garbage, trash or any other type of rubbish or debris that could cause a fire hazard and will leave no dead fish of any kind.

Refund: Lessee will give Lessor at least 30 days written notice of Lessee's intention of moving-out. Lessee shall return all locks, keys or other access items to Lessor. Lessee will remove ALL of Lessee's property, trash, debris and other belonging prior to move-out. Lessee will be liable for damages and for cleaning charges and all disposal costs of Lessee's failure to remove all contents and debris, stains or fluid leakage or failure to "broom clean" the stall space and any other Agreement violations. If all the above have been performed to satisfaction of Lessor, Lessee's Security Deposit will be refunded, less any costs as described herein, within 30 days to the last known address of Lessee.

Holdover: Should Lessee remain in possession of the Space after the expiration or sooner termination of the term of this Lease without the consent of the Lessor, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable without notice of any kind in accordance with law, subject to all of the terms, covenants and conditions of this Lease insofar as the same may be applicable to such tenancy, except that the Lessee shall pay, in addition to all other charges payable by the Lessee hereunder, for each day that Lessee holds over: (a) rent at two (2) times the rate (on a per diem basis) of the rent provided to be paid during the last term of this Lease; and (b) all other charges required to be paid in this Lease by Lessee. Lessor's receipt of such holdover rent shall not relieve Lessee of liability of Lessor for damages resulting from Lessee's holdover nor entitle Lessee to remain in possession of the Space.

Maintenance and Repair: Lessee shall maintain the Stall Space and all of its contents in good working order and repair and return the space to Lessor at the end of the term just as it was leased to Lessee, ordinary wear and tear excepted.

Security Deposit: The Security Deposit is not an advance payment of Rent or a measure or limit of Lessor's damages upon default by Lessee. Lessor may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation which Lessee was obligated, but failed, to perform hereunder. Following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount. Lessee hereby expressly waives the requirements and applicability of TEX. PROP. CODE §§ 93.005 – 93.011, and agrees that Lessor shall return to Lessee the balance of the Security Deposit not applied to satisfy Lessee's obligations within a reasonable time after the Term ends, provided Lessee has performed all of its obligations hereunder. If Lessor transfers its interest in the Stall Space, then Lessor may assign the Security Deposit to the transferee and Lessor thereafter shall have no further liability for the return of the Security Deposit.

Hazardous Materials: Lessee covenants, warrants and represents that it will not use or employ all or any portion of the Stall Space or the Storage facility (including any property, facilities, equipment or services located thereon or available in connection therewith) to handle, transport, store, treat or dispose of any hazardous waste or hazardous substance, whether or not it was generated or produced from, on or within the Stall Space; and Lessee further covenants, warrants and represents that any activity on or relating to the Stall Space shall be conducted in full compliance with all applicable laws. Further, Lessee shall dispose of all chemicals and food products used by Lessee in a manner that prevents such chemicals and food products from being released into the Storage facility or into the plumbing systems in the Stall Space or in the Storage facility.

Miscellaneous: NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY LESSOR and this Agreement is the entire Agreement. All obligations are to be performed in Nueces County, Texas. Time is of the essence and Texas law applies. Lessor leases the stall space to Lessee and Lessee leases the stall space from Lessor. Except in suits involving personal injuries, the prevailing party shall recover attorney's fees and litigation costs from the non-prevailing party. All remedies are cumulative and the exercise of one remedy is not an election or an exclusion of other remedies. Except in suits for eviction, collection of unpaid rent, and/or any other charges due under this Agreement, mediation before filing any suit is required and any trial will be to the Court only, and all parties waive jury trial. Unpaid sums bear 15% interest from due date, compounded annually. Notices between parties shall be at the addresses detailed in the Agreement.

SIGNED ON THIS THE _____ DAY OF _____, 20____, at _____, _____ County, Texas.

LESSOR: Coastal Boat Storage, LLC
x _____
Signature of Lessor/or Agent

LESSEE: _____
(Signature and title if any)

Print Name

Driver's License and State

ALL MAJOR CREDIT CARDS ACCEPTED
4% FEE CHARGED
Please call Stacy Buys at 214-550-3307 for Credit Card Payment