

Edgewater at Cedar Creek Storage Agreement

Space # requested: _____ (if left blank, one will be assigned to you at random)

Date: _____ Annual Rent: \$300.00

Tenant: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

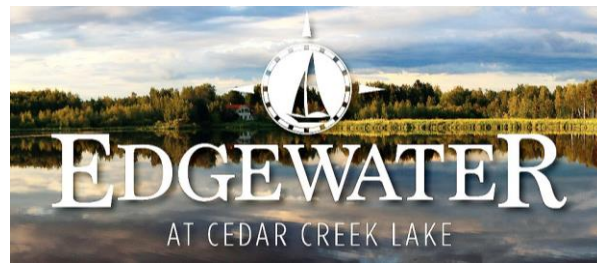
Stored Item: _____ Tag #: _____

Payment Address: 6401 S. Custer Rd., Suite 2020, McKinney, TX 75070

NOTE: IF YOU CHANGE THE STORED ITEM, YOU MUST INFORM US IN WRITING.

This rental agreement is entered into on the above date between Edgewater at Cedar Creek POA, hereinafter referred to as the **owner** and the above listed **tenant**. Owner agrees to allow the tenant the use for outside storage the space referenced above for the purpose of storing the tenant's personal property, subject to the terms and agreements of this rental agreement. Tenant agrees that owner does not exercise care, control, or custody of tenant's stored personal property, nor does owner accept or take possession of tenant's stored property, and is not a warehouseman or bailee for hire, and is not liable in any manner for the safekeeping or condition for same.

Owner's disclaimer of liabilities: It is hereby agreed that owner is not an insurer, and it is not the intention of the parties to this agreement that the owner assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of its duties under this contract or for any loss or damage sustained through burglary, theft, robbery, fire, water damage, animals, insects, acts of God, the active or passive acts or omissions of owner or owner's agents or any liability on the part of owner by virtue of this agreement or because of the relationship hereby established.



Tenant and Owner agree specifically, but without limitation, that owner will not be responsible in any way for damage or loss caused by the negligence of the owner, other tenants or third parties, whether caused by the acts of these parties, or the failure to act which may be claimed to cause loss or damage to the tenant.

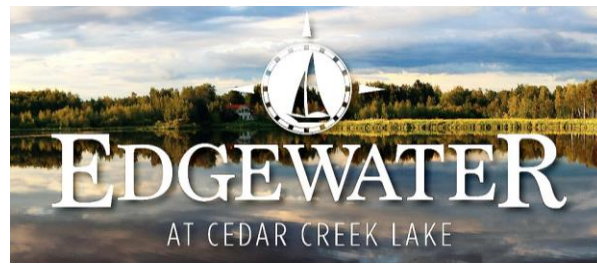
Owner shall not have or incur any liability for personal injury to the tenant. Tenant's agents, persons visiting tenant and tenant agree to hold owner harmless from any such claims and agree to indemnify the owner for any such loss by all claims, including attorneys' fees, incurred by owner. If any provision of this agreement be invalid or illegal, the remainder shall be valid and enforceable.

Working condition: Tenant will ensure that their boat/trailer is in a good working condition, and that they have a current state registration sticker which is visible on the boat/trailer.

Insurance: Tenant will insure at tenant's own expense that personal property owned by tenant but stored within or on owner's self-service storage facility. Tenant agrees that at the "making" of this rental agreement, that owner does not insure tenant's personal property or invitees, and that tenant's insurance must extend coverage against all perils including fire, water, wind damage, vandalism, burglary, theft and accidental damage. Tenant expressly agrees that the provider of tenant's insurance will not be subrogated to any claim of tenant against owner, owner's employees, or agents.

Owner's Right to Enter: In cases where Owner considers it necessary to enter the space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, Occupant agrees that Owner, or Owner's representative, shall have the right without notice to enter into and upon the space, and Owner reserves the right to remove contents to another space.

Creation of Lien: TENANT agrees that this agreement constitutes a "storage agreement" Accordingly. OWNER shall have a warehouse lien on TENANT's boat or trailer, motor, and all other goods or equipment attached to or located within TENANT's boat (all of such property is hereinafter referred to as the "Stored Property"), for charges for storage, transportation, labor, provisions, maintenance, repair, slip rental, and all other charges, present or future, in relation to the Stored Property, and for expenses necessary for preservation of the Stored Property or reasonably incurred in the sale of the Stored Property pursuant to law. OWNER's warehouse lien shall also extend to proceeds of the



Stored Property that are in OWNER's possession. TENANT acknowledges and agrees that OWNER's warehouse lien may be enforced by a sale of the Stored Property.

TENANT shall not remove his/her boat/trailer from the rented space until all charges secured by the liens described in this agreement have been paid in full.

TENANT agrees to reimburse OWNER for reasonable attorney fees and costs relating to a suit or other collection efforts by OWNER against TENANT to collect any amounts due under this Agreement or any amounts due and secured by the liens described in this Agreement.

If TENANT fails to remove in a timely manner his/her boat or trailer, and equipment from the rented space at the termination of this agreement, OWNER shall have the option of:

- charging TENANT daily rent on a pro-rata basis for the space occupied; or
- taking possession of the boat/trailer and locking it to the space occupied; or
- moving the boat and equipment to another location; or
- pursuing any other remedy available under law, including without limitation the sale of the Stored Property.

Personal items: TENANT agrees that any personal items left on the storage facility premises in any area not specifically rented to TENANT for storage purposes shall be subject to seizure by the OWNER and shall be disposed of in a manner determined at the OWNER'S discretion.

Rental agreement: The tenant agrees to pay the owner at owner's address the agreed upon rental amount per month listed above, for billing interval agreed upon between owner and tenant. Payment must be received on the 1st of January. First payment is due at the time of the lease agreement. Late charge of \$50.00 will be charged on any accounts overdue for 30 days. Tenants may not assign or sublet space to another party.

Termination/Cancellation: Tenant may cancel this agreement by giving the owner written notice 30 days in advance of the vacate.

Storage Tenant's Signature

Please email the completed form to: info@edgewateratcedarcreek.com