

NORTH RIDGE BOAT STORAGE AGREEMENT

North Ridge Operating Inc. "Landlord" hereby leases to Tenant a boat storage unit in a self- storage center located at North Ridge Development on Lake Alan Henry, upon the following agreed terms and conditions:

1. **TERMS, RENT, AND SECURITY DEPOSIT:** The term on this lease is _____ consecutive months. Rent is \$_____ monthly/annual and is subject to change as of January 1st of each year. Rent is due in advance on or before the 1st day of each calendar month and is to be remitted to Landlord at **PO Box 640, Post, TX, 79356**. Rent for a partial first month will be prorated and is due upon execution of this lease. If this lease is entered into after the 15th of the month – the next month's rent is also due upon execution of this lease. **NO RENT REFUNDS OR CANCELLATION WILL BE GRANTED. Any payment past due for 3 days shall incur a late fee of \$2.00 per day.**

2. **USE OF PREMISES:** The unit is for storage and may not be used for residential purposes, to house animals, to store health or fire hazard, or for perishable food items. Storage unit may not be used for unlawful purpose or in violation of zoning, business license, or other regulatory restrictions. Tenant may not store any explosive or flammable materials, hazardous materials, toxic chemicals, or substances whose storage or use is regulated or prohibited by local, state, or federal law or regulations. Gasoline can only be within the gas tank of any boat, or watercraft or motorized vehicle or equipment. Tenant may not conduct any commercial transactions in or about the storage unit. Tenant agrees to hold Landlord, other tenants, and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this paragraph. Tenant grants Landlord permission to enter the storage unit at any time for the purpose of removing and disposing of any property kept in storage unit in violation of this provision.

Tenant may not alter or modify the storage unit or attach any fixtures or signs in or about the unit without the written consent of the Landlord.

Tenant represents that all personal property to be stored by Tenant in the storage unit will belong to the Tenant only, and not to any third parties.

3. **TENANT RESPONSIBILITY:** Tenant acknowledges and understands that no bailment is created by this lease. That the Landlord is not engaged in the warehousing business but is simply a Landlord leasing the storage unit. The storage unit is under the explicit control of Tenant. Landlord does not take custody, control, possession, or dominion over the contents of the storage unit and does not agree to provide protection for the self- storage center or the contents thereof.

ALL PERSONAL PROPERTY IN THE STORAGE UNIT IS STORED AT RISK OF THE TENANT. The Tenant must take whatever steps that is necessary to safeguard whatever property is stored in the storage unit. **TENANT MUST KEEP UNIT LOCKED, and be fully responsible for the possession of the storage unit keys given to Tenant upon rental of storage unit. If keys are lost, the Tenant will be responsible for the cost of replacing the storage unit keys.**

The Tenant will be charged \$20.00 for each boat storage key lost.

Landlord shall not be liable for injury sustained by Tenant or others from defects known, subsequently discovered, or created in the storage unit, or caused by any condition existing near or about the storage unit, or resulting from the acts or omissions of Tenant.

Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, costs, and expenses, including attorney's fees arising from or in connection with Tenant's use of the storage unit, Tenant's presence on the self- storage center premises or anything done in the storage unit or self- storage center by Tenant or Tenant's agents, employees or invites, resulting in damage or injury to person or property of Tenant or to person or property of Tenant or to any person. **TENANT AGREES TO REPORT ALL DAMAGE TO LANDLORD WITHIN 72 HOURS OF ANY INCIDENT.**

4. **TENANT'S ELECTION REGARDING INSURANCE:** Landlord has no obligation to insurance Tenant's property stored in the storage unit. **TENANT MUST OBTAIN COVERAGE.** Landlord will not be responsible or liable, directly or indirectly, for loss or damage to the property of Tenant due to any cause, including but not limited to fire, explosion, theft, vandalism, wind or water damage, any defect, whether now or subsequently created or discovered, in the storage unit, or acts or omissions of any third party regardless of whether such loss or damage may be caused or contributed to the negligence of Landlord, its agents or employees.

TENANT ELECTS AS FOLLOWS:

_____ I have or will obtain property insurance from my insurance agent or company.

5. **CONDITIONS OF UNIT:** Tenant has examined the storage unit and agrees that the storage unit is satisfactory for all purposes, including safety and security, for which Tenant will use it. Tenant will at all times keep the storage unit neat, clean, and in a sanitary condition and will return it to the Landlord in the same condition as when received by Tenant, usual wear and tear expected. All repairs required as a result of Tenant's acts or omissions shall be at Tenant's sole cost and expense.

Landlord will provide at each unit: 1 (one) electrical plug to be used only for the purpose of charging batteries of boats and motor vehicles. 1 (one) electrical bulb fixture (bulb must be turned off when Tenant exits the unit.)

6. **ACCESS TO UNIT:** Tenant will allow Landlord, without notice to Tenant, free access at all reasonable times to the storage unit or to any stored vehicles or boat for the purpose of inspection or making repairs, additions, or alterations to the premises. Landlord may elect to fence and gate the facility but shall provide means of 24 hour access. Landlord's rights under this paragraph do not create a duty to make any improvements, additions, or alterations.

7. **DEFAULT, LIEN, AND FORECLOSURE:** **TENANT HEREBY GRANTS TO LANDLORD A LIEN, WHICH SHALL HAVE PRIORITY OVER ALL OTHER LIENS, ON PERSONAL PROPERTY IN THE STORAGE UNIT. TENANT AGREES THAT LANDLORD MAY EXERCISE THE FORECLOSURE RIGHTS, AND FOLLOW THE PROCEDURES SET FORTH IN CHAPTER 59 OR CHAPTER 70 OF THE TEXAS PROPERTY CODE.**

8. **MISCELLANEOUS:** Tenant may not assign this lease or sublet the whole or any portion of the storage unit. Any notice required to be given under this lease must be in writing and addressed to the other party at the appropriate address shown below. Any such notice will be deemed to have been delivered when deposited, postage prepaid, in the United States mail system. **THE ADDRESSES MAY BE CHANGED BY WRITTEN NOTICE ONLY.**

If any term or provision of this lease or its application to any person or any circumstances is to any extent invalid or unenforceable, the remainder of this lease will not be affected. If any time limitations or foreclosure or notice requirements conflict with law, such requirements will apply in lieu of the requirements stated in this lease.

Landlord may at any time assign this lease, in which event Landlord shall no longer be responsible or liable under the terms of this lease and all the terms, conditions, and obligations of Landlord will be binding on its assignee and its assignee will be entitled to enforce all the provisions of this lease.

The captions of this lease are for convenience only and in no way affect the construction of the terms of this lease.

Only an officer of the Landlord may, in writing, authorize any specific waiver, modification or extension of any provisions.

This lease is binding upon the parties, their heirs, successors, personal representatives and assignees.

This lease constitutes the entire agreement between the Landlord and Tenant. Any agreement or representation not specifically set forth herein is void.

ACCESS TO UNIT MAY BE DENIED UNTIL CHARGES ARE PAID. TENANT HAS READ, AND AGREES

TO ALL TERMS OF THE LEASE.

BOAT RAMP PERMIT:

Following the payment of the initial rent, the deposit, and the execution of this agreement, Landlord will issue to Tenant a boat ramp permit for the usage of Landlord's boat ramp located at North Ridge on Lake Alan Henry. The use of, and privileges granted by that permit, are subject to the following restrictions:

- a. Both the motor vehicle, trailer, and boat must be identical in ownership to Tenant
- b. The permit can only be used by Tenant and his immediate family
- c. The permit must be affixed with the adhesive provided to the passenger side of the vehicle and shall not be affixed with removable tape
- d. Tenant is solely responsible for all damage claims and agrees to indemnify and hold Landlord harmless for all such claims to either person or property
- e. Use of permits is subject to monitoring provided by either Tenant or a law enforcement officer, a fine may be imposed by Landlord as a condition of continued use in the case of violation of these provisions; and
- f. The permit is canceled when the storage contact terminates and may be canceled prior to that for continued violation of these restrictions.

Dated: _____

Tenant

Landlord

Print Name: _____

Address: _____

City, State: _____

Zip Code: _____

Telephone: _____

Cell Phone: _____

WHEN RETURNING STORAGE UNIT KEYS PLEASE DO NOT "MAIL." CALL CLYDE KITTEN 806-789-9400. THANK YOU.

For office use only:

Type of contract: _____

of keys issued: _____

of stickers issued: _____

Storage Unit #: _____