

## STORAGE SPACE LEASE AND USE AGREEMENT

This Storage Space Lease and Use Agreement (the "**Agreement**") is entered into on the day of 20, by and between Point Aquarius Property Owners Association ("**Landlord**") and ("**Tenant**"). Landlord agrees to lease space # \_\_\_\_\_ (the "**Space**" or "**Storage Space**") located in Point Aquarius (the "**Premises**"), to Tenant in accordance with the following provisions for storage of Permitted Property described in Section 4 hereof:

1. Term : The initial term of this Agreement shall be for a twelve (12) month period (the "Initial Term") commencing on the first (1st) day of, 20\_\_ and ending on the last day of , 20\_\_, unless sooner terminated as provided in this Agreement.
2. Rental Rate: Tenant shall pay Landlord a rental fee for leasing the Space on the first day of each year during the term of the lease in the amount of \$\_\_\_\_\_ plus applicable taxes (the "Rent"). Rent for any partial period of the term will be prorated if applicable.
3. Storage Space Dimensions: The dimensions of the Storage Space shall measure 10' x 30' and will be defined as the total ground area constituting the Storage Space and as further described in Exhibit A attached hereto. Any property or items stored outside, or that exceed the 10' x 30' measured Space, is subject to removal by Landlord.

4. Description of Vehicle and/or Trailer to be stored in the Space (the "**Permitted Property**"):

Type (Motor Vehicle or Boat Trailer): \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Length: \_\_\_\_\_  
Year: \_\_\_\_\_  
Texas Registration Number: \_\_\_\_\_  
Physical Description: \_\_\_\_\_  
Lien Holder: \_\_\_\_\_

5. Rules and Regulations: Tenant hereby agrees to abide by and comply with the Storage Space Use Rules and Regulations either provided to Tenant upon the execution of this Agreement or made available to Tenant at the Landlord's leasing office. Landlord shall at all times have the right to change such Rules and Regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for operation, care, or cleanliness of the Space and/or the Premises, and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such Rules and Regulations by the Tenant's family members, invitees, guests, visitors, contractors, employees, agents, or any other person entering the Space under express or implied invitation of Tenant.

6. Storage at Tenant's Own Risk: Tenant acknowledges that Landlord shall not be responsible for any loss or damage caused to Tenant's property while stored in the Space or Premises.
7. Availability of Storage Space and Right to Stop Operation: Tenant acknowledges that there are a limited number of Storage Spaces on the Premises and Landlord has made no representation regarding availability of Storage Spaces for any and/or all owners in the Subdivision. The Storage Spaces are leased on a "first-come-first-served basis." The Landlord reserves the right, in its sole and absolute discretion, to discontinue lease of Storage Spaces on the Premises.
8. Minimum Occupancy: If Permitted Property is not placed or stored in the Space for a minimum of three (3) months per calendar year, then Landlord may terminate this Agreement upon giving Tenant thirty (30) days written notice.
9. Insurance: Tenant shall maintain insurance coverage.
10. Termination: Unless provided otherwise in the Agreement, this Agreement may be terminated by either party with thirty (30) days written notice of termination being provided to the other party, provided, however, for the Tenant to terminate this Agreement, the Tenant must have complied with all provisions of this Agreement and must pay any amounts due to Landlord under this Agreement prior to the termination of this Agreement.
11. Automatic Renewal: Upon expiration of the Initial Term as set forth in Section I hereof, so long as, prior to the expiration of each twelve (12) month period this Agreement shall automatically renew for successive periods of twelve (12) months each unless Tenant provides a thirty (30) day written notice of non-renewal to Landlord prior to the expiration of the Initial Term or any successive twelve (12) month period thereafter. The renewal rental rate as set by Landlord shall not exceed 120% of the rental rate for the expiring term.
12. Notice: Any notice sent pursuant to this Agreement shall be sent at the following address:  
  

If to Landlord:	POINT AQUARIUS PROPERTY OWNERS ASSOCIATION 13189 Point Aquarius Blvd. Willis, Texas 77318
If to Tenant:	To Tenant's address as same appears in the books and records of the Association or to Tenant's address in the signature block of this Agreement.
13. Events of Default: The following events shall be deemed to be events of default by Tenant under this Agreement (the "Event of Default"):

- a. Tenant shall fail to pay any installment of the Rent when it becomes due;
  - b. Tenant shall fail to comply with the Rules and Regulations of Landlord;
  - c. Tenant shall fail to comply with any term, provision, or covenant of this Agreement.
14. Remedies: If Tenant fails to cure an Event of Default within twenty (20) days after receiving written notice from Landlord of said default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
- a. Terminate this Agreement, in which event Tenant shall immediately surrender the Space to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying said Space or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor and Landlord may, but shall not be obligated to, have a third party remove any personal property of Tenant left in the Space and store such property at Tenant's cost and expense. Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether caused by the inability of the Landlord to relet the Space on satisfactory terms or otherwise.
  - b. Enter upon and take possession of the Space and expel or remove Tenant and any other person who may be occupying the Space or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet the Space on such terms as Landlord shall deem advisable and receive the Rent thereof; and Tenant agrees to pay Landlord on demand, any deficiency that may arise by reason of such reletting. Landlord may, but shall not be obligated to, have a third party remove any personal property of Tenant left in the Space and store such property at Tenant's cost and expense.
  - c. Enter upon the Space, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the Terms of the Agreement; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Agreement, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant for such action.
15. Holding Over: Should Tenant hold over the Space, or any part thereof, after the expiration of the Term of this Agreement, unless otherwise agreed in writing, then Tenant shall pay Landlord two hundred percent (200%) of the Rent, on a daily basis, for each day that Tenant's property remains in the Space following the expiration of this Agreement. The inclusion of the preceding sentence shall not be construed as Landlord's consent for Tenant to hold over. Landlord may, but shall not be obligated to, have a third party remove any personal property of Tenant left in the Space and store such property at Tenant's cost and expense. Landlord shall have a contractual and warehouseman's lien, on such personal property of Tenant until all fees have been paid

by Tenant. **All Permitted Property MUST be removed at the expiration or termination of the Agreement.** As long as Tenant's property is present in the Space, Tenant shall be deemed to occupy the space and rent shall be payable by Tenant until Tenant's property is removed and lease is properly terminated under the terms and conditions of this Agreement.

16. **Force Majeure:** Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence, Landlord or Tenant is unable, wholly or in part, to prevent or overcome.
17. **Lien:** Tenant agrees that all charges for Space rental, or any other services or materials accruing under the terms of this Agreement shall give Landlord a valid lien upon Tenant's Permitted Property and that no Permitted Property shall be removed from Landlord's Space until all charges are paid. It is understood and agreed that no Permitted Property is to be removed from its Space unless and until all charges for Space rental, all charges set forth in this Agreement, service and/or materials have been paid in full. Tenant agrees that, in addition to Landlord's remedies at law, Landlord may enforce the lien upon Tenant's Permitted Property by seizing said property and selling said property in accordance with State law. Proceeds from any such sale shall be applied first to attorney's fees and costs, then to delinquent charges for Space rental and reasonable packing, moving and sale costs allocated with the property.
18. **Venue:** It is agreed that this Agreement is performable and venue shall be in Montgomery County, Texas.
19. **Governing Law:** This Agreement shall be governed by the laws of the State of Texas.
20. **Amendment:** This Agreement shall not be amended, modified, nor any provisions hereof waived except in writing signed by both parties.
21. **Assignment:** Tenant shall not assign this Agreement or any interest therein without the prior written consent of Landlord. Any assignment, either by direct action of Tenant or at law, without prior written consent, shall give Landlord the right to immediately terminate this Agreement, at Landlord's sole option, or declare Tenant in default and proceed with all remedies granted herein. If Landlord permits Tenant to assign this Agreement or sublease the Space, such consent shall not release the original Tenant from any liability hereunder during the remainder of the Term of this Agreement. Landlord is expressly given the right to assign any or all of its interest under the terms of this Agreement.

22. Miscellaneous:

- a. Failure by Landlord at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions nor affect or impair the right of the Landlord at any time to avail itself of such remedies as it may have for any breach thereof.
- b. This Agreement shall supersede, amend, and restate any prior oral or written agreements between Landlord and Tenant.
- c. Notwithstanding anything to the contrary contained elsewhere herein, Landlord shall not be liable to Tenant for any consequential, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of revenue or loss of productivity incident to, connected with or arising directly or indirectly out of Tenant's activities in connection with this Agreement. Tenant shall not bring any claim, demand, cause of action or suit, against Landlord for consequential, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of revenue or loss of productivity regardless of whether such claim, demand, cause of action or suit is caused by the sole, joint, active, passive, concurrent, comparative, or contributory negligence of either party, or strict liability of Landlord.

IN WITNESS WHEREOF, the undersigned Landlord and Tenant hereto executed this Agreement as of the day and year first above written.

**LANDLORD:**

**POINT AQUARIUS PROPERTY  
OWNERS ASSOCIATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT(S):**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_