



# Texas Self Storage Association Membership Application: Owner/Operator/Developer

Return to: 595 Round Rock West Dr., Ste. 503 • Round Rock, TX 78681 • (888) 259-4902 • Fax (512) 374-9253

**How did you hear about TSSA?**     SSA     ISS     Internet     Other: \_\_\_\_\_  
 Member Referral • Referred by: \_\_\_\_\_

**About you:**     Self-Storage Facility Owner     Management Company     Facility Developer or Potential Developer  
Gender:     Male     Female    Age range:     18 – 24     25 – 34     35 – 44     45 – 54     55 – 64     65+

**About your company: (Check one)**     Sole Proprietor     Corporation     Partnership  
Legal Company Name (not dba): \_\_\_\_\_

Voting Member:     Mr.     Ms.     Mrs.    \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

# Facilities Owned/Managed in Texas: \_\_\_\_\_ # Years in Self-Storage Business: \_\_\_\_\_

Delivery address for New Member Kit (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Residence     Yes     No

I do not wish to receive information from TSSA supplier members.

**About your facility: (For multiple facilities, copy and complete this part of the form for each one.)**

**Primary Facility Name:** \_\_\_\_\_

# Units: \_\_\_\_\_ Total Rentable Sq. Ft. \_\_\_\_\_ Year Constructed: \_\_\_\_\_

Open for Business:     Yes     No    Target Opening Date: \_\_\_\_\_

Physical address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Facility Email: \_\_\_\_\_ Facility Website: \_\_\_\_\_

Do you receive the following at this address:     Mail

**Facility Amenities: Check all that apply**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Alarms                    | <input type="checkbox"/> Credit Cards Available | <input type="checkbox"/> Resident Manager           | <input type="checkbox"/> U.S. Post Office Satellite |
| <input type="checkbox"/> All Outside Units         | <input type="checkbox"/> Moving Supplies        | <input type="checkbox"/> RV Storage                 | <input type="checkbox"/> Video Cameras              |
| <input type="checkbox"/> Boat Storage              | <input type="checkbox"/> Multi Story            | <input type="checkbox"/> Single Story               | <input type="checkbox"/> Wine Storage               |
| <input type="checkbox"/> Climate Control Available | <input type="checkbox"/> On Site Manager        | <input type="checkbox"/> Tenant Insurance Available |   |
| <input type="checkbox"/> Computer Gate Access      | <input type="checkbox"/> Portable Container     | <input type="checkbox"/> Truck Rentals              |   |

**Membership Dues:** (Includes one facility)    \$ 215 (annual)

Additional Facilities: (# x \$135 each)    \$ \_\_\_\_\_ (annual)

TOTAL DUE    \$ \_\_\_\_\_

Payment Method:     Check # \_\_\_\_\_ (payable to TSSA)

VISA     MasterCard     American Express     Discover

**Credit Card Information:**

Name on Card: \_\_\_\_\_

Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ VCode: \_\_\_\_\_

Billing ZIP \_\_\_\_\_

Signature: \_\_\_\_\_

**NOTE: TSSA FORMS ARE COPYRIGHTED. PLEASE REVIEW THE LICENSE AGREEMENT ON THE TSSA WEBSITE.**

I have read and agree to the terms of the TSSA license agreement. I also certify that I have listed all facilities owned and/or managed by this entity.    Date: \_\_\_\_\_

Signature of Member or Authorized Agent: \_\_\_\_\_

Printed Name of Person Signing: \_\_\_\_\_ Title: \_\_\_\_\_

*For business members, use the title held within the business (president, authorized agent, etc.) Individuals leave title line blank.*

LICENSE AGREEMENT  
TEXAS SELF STORAGE ASSOCIATION, INC.

This license agreement ("Agreement") is by and between the Texas Self Storage Association, Inc. ("TSSA") and the entity or individual listed as the "member" in the signature block below, and governs the member's use of certain official and non-official forms (official forms are all forms which must be purchased from TSSA; non-official forms are all TSSA forms other than the official forms) published by TSSA. Those forms are defined more specifically in the TSSA Bylaws (as amended from time to time), and are described in this Agreement as the "Official forms," "Non-official forms," or together, "TSSA Forms." For purposes of this Agreement, the undersigned member shall be referred to as the "Licensee." Licensee and the individual who signs this Agreement on behalf of Licensee jointly represent that such individual has the authority to sign this Agreement and to bind Licensee to its terms.

Scope of License. TSSA grants a license for Licensee to purchase and use TSSA Forms during the term of this license, subject to the limitations in this Agreement. Authorized use shall be limited to the following actions: (1) filling in and signing TSSA Forms; (2) making archival copies of Official forms that have been filled out and signed; (3) reproducing an Official form for business purposes if that form has been marked through on each page with the term "VOID" marked on each page in at least two-inch letters; and (4) reproducing or otherwise utilizing TSSA Non-official forms.

Licensee is strictly prohibited from other acts of photocopying or from otherwise reproducing, reprinting, selling and/or distributing any TSSA Forms. Licensee is not entitled to any other rights with respect to the TSSA Forms except those that are expressly stated in this Agreement. This Agreement governs the use of TSSA Forms in any digital, hard copy, or other format (including, without limitation, copies obtained directly from TSSA, or generated by Licensee through use of the Blue Moon software program).

Sites Covered by This License. **The license granted under this Agreement only permits Licensee to use the TSSA Forms in connection with the operation of those specific facilities listed on Licensee's membership application or membership renewal form, as the case may be (the "Licensed Sites").** This Agreement grants Licensee a site license for each unique self-storage facility listed on Licensee's membership application or membership renewal; facilities that are owned or operated by Licensee but that are not listed in the membership application or membership renewal and/or for which dues are not paid are not within the scope of this license and Licensee may not use any TSSA Forms in connection with those facilities.

Term of License. The license granted in this Agreement shall take effect with respect to each Licensed Site once the following requirements are satisfied: (1) TSSA has received from Licensee a signed copy of this Agreement; (2) TSSA has approved Licensee's membership application, site list update, or membership renewal; and (3) all other required information has been provided to TSSA pursuant to the membership application, membership renewal and/or Bylaws. The license shall then remain in effect as long as Licensee is a member in good standing of TSSA. "Good standing" is defined as being in compliance with TSSA Bylaws and having annual dues for each Licensed Site paid for the current period, with no unpaid invoices payable to TSSA more than 90 days old. If Licensee's TSSA membership is suspended or terminated for any reason, Licensee's license shall be automatically revoked without the requirement of notice to Licensee; in such event, Licensee shall no longer be entitled to use the TSSA Forms, and any use of these forms after revocation shall constitute a violation of this Agreement and/or an infringement of TSSA's rights under copyright law.

Transfer of Rights Under This Agreement. If ownership or management of a particular Licensed Site is transferred to a third party, the license granted with respect to that facility may be assigned to the facility's new owner or manager. The new owner or manager is automatically subject to all terms and conditions of the License Agreement, and is only allowed to use TSSA Forms until the original owner's or management company's membership term is up, unless the new owner or management company becomes a TSSA member in good standing. **This license is only valid for as long as TSSA membership dues are paid for the site.**

Liquidated Damages and Other Remedies. Licensee understands that the TSSA Forms represent important business assets of TSSA that have been created and maintained solely for the benefit of its members. Any individual or business using TSSA Forms without a current license is automatically in breach of this Agreement and may also be deemed to be infringing on TSSA's copyrights in the TSSA Forms. Licensee and TSSA understand and agree that it can be difficult to assess the harm TSSA may suffer if Licensee violates this licensing agreement, and the parties agree that the amount listed below is a reasonable estimate of damages. In the interests of achieving certainty for both parties, the parties agree that Licensee shall pay liquidated damages for violation of this licensing agreement in the amount of four times what the TSSA yearly membership dues would have been for the site(s) in violation for each year (or partial year) the site(s) were in violation, plus attorneys fees and other costs incurred by TSSA in enforcing this license agreement. Such payment will be due within 30 days of receipt of an invoice from TSSA stating the amount of the liquidated damages due. If Licensee does not submit the required payment within such 30 day period, along with an affidavit confirming that all TSSA Forms in its possession have been destroyed or returned to TSSA, TSSA shall have the option to either (1) bring suit for the liquidated damages amount and its attorney fees and costs (along with any injunctive relief and/or other equitable remedies it sees fit to request from a court), or (2) bring suit to seek any and all remedies to which it may be entitled under law for breach of this Agreement and/or for infringement of its copyrights (including without limitation actual damages and profits arising from the infringement, statutory damages, attorney fees, costs of court, and/or injunctive relief). If TSSA files suit pursuant to either option (1) or (2), above, TSSA shall be entitled to receive an award of its attorney fees and costs of court incurred in enforcing its rights under this paragraph.

General Provisions. Licensee shall provide both the correct physical location address as well as a valid mailing address for each Licensed Site. TSSA will send any notices to the last mailing address provided for the Licensed Site by Licensee in writing. TSSA is not obligated to send notices to any other addresses, including those shown on items returned as undeliverable. This Agreement shall be interpreted under and governed by Texas law, and any dispute arising out of this Agreement or the TSSA Forms shall be exclusively heard by the state or federal courts located in Travis County, Texas. This Agreement represents the parties' entire agreement with respect to this subject matter and it can only be amended in a written document signed by both parties. All prior agreements or understandings, whether written or oral, concerning this subject matter are merged into this Agreement. Any waiver by TSSA of any rights under this Agreement must be in writing, and shall not constitute a waiver of any other TSSA right.

This agreement is binding on the parties and all transferees, successors and assigns. Either party may assign their rights and obligations under this agreement without the consent of the other party, subject to the terms of this agreement.