



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

Return to: 595 Round Rock West Dr., Ste. 503 • Round Rock, TX 78681 • (512) 374-9089

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

Legal Company Name: _____

Voting Member: Mr. Ms. Mrs. _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone: (____) _____ Fax: (____) _____ Cell: (____) _____

Email: _____ Website: _____

Facilities Owned/Managed in Texas: _____ Job Title: _____

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

City: _____ State: _____ ZIP: _____ Residence Yes No

I want to subscribe to the electronic lease.* I use the following management software: _____

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 mail at this address? Yes No Do you receive deliveries at this address? Yes No

Facility Amenities: Check all that apply

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

Membership Dues: (Includes one facility) \$ 260 (annual)

Additional Facilities: (# x \$155 each) _____ (annual)

\$ *Subscribe to eLease: (# x \$129.90 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 (BACK OF THIS FORM), CHECK THE BOX AND SIGN.

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", 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 only during the term of this license, and 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 including permitting, authorizing, or causing unauthorized access to TSSA Forms in violation of this Agreement by any entity or individual whatsoever. Licensee is strictly prohibited from accessing TSSA Forms unless Licensee is a current dues-paying member of TSSA in good standing **at the time of such access**. Licensee shall not provide any TSSA Forms to any third-party other than for an authorized use within the scope of this Agreement. 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 by Licensee through the use of the electronic lease and accompanying forms.

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 the license order.** This Agreement grants Licensee a site license only for each unique self-storage facility for which a license has been purchased; facilities that are owned or operated by Licensee but that are not listed on the license order are not granted the right of use provided by this license. The Parties agree that Licensee's use of any TSSA Forms in connection with facilities not within the scope of this license shall constitute a material breach of this Agreement.

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, 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 only as long as Licensee is a member in good standing of TSSA and all other provisions hereto satisfied. "Good standing" is defined as being in compliance with TSSA Bylaws and having annual membership fees and licensing fees due 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 material breach and 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 once a new license agreement has been executed. The new owner or manager is automatically subject to all terms and conditions of the License Agreement, and is only allowed to use the TSSA electronic lease and other forms until the original owner's or management company's membership term is expired or otherwise terminated, unless the new owner or management company becomes a qualifying 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 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 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 sites(s) were in violation, plus attorneys' fees and other costs incurred by TSSA in enforcing this 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, TSSA shall have the option to either (1) bring suit for the liquidated damages amount and its attorneys' 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, attorneys' 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 attorneys' 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 primary member's mailing address provided by the member. TSSA is not obligated to send notices to any other addresses, including those shown on items returned as undeliverable. Licensee will knowingly authorize TSSA or its agents access via remote connection or other feasible means to all computer(s) on which licensee will utilize the electronic TSSA forms for the limited purposes of installation or removal of TSSA forms. This Agreement shall be exclusively interpreted under and governed by Texas law without regard to any choice of law provisions which may result in the application of any but Texas' laws, 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 all of the terms of this Agreement.