

AGREEMENT FOR RENTAL OF STORAGE SPACE AT River Mills Professional Storage Center, LLC

Storage Access Hours: 24 hrs, 7 days a week, including all holidays.

Tenant Initial _____ Landlord Initial _____ MONTH LEASE

*** ALL GREEN HIGHLIGHTED AREAS MUST BE SIGNED**

Date of Rental Agreement: _____

Storage Unit # _____ Size: _____ Rent Due Date (Day you move in): _____

Rent: \$ _____ (per month) Key Card Fee \$10.00 **Upon moving out of storage unit, if you return your key card, you will receive a \$5.00 Refund.*

Rent _____ + Key Card Fee _____ = Total Due: \$ _____

Access Card #: _____

FEES:

Late Fee: \$35.00

Cleaning Fee: \$50.00

Damage Fee: \$150.00 (if damages cost more than Damage Fee, you will have to pay any overages.)

Lock Cut Fee: \$10

Lien Fee: Includes all fees plus filing fee & administration fee.

OCCUPANT INFORMATION:

Tenant Name: _____

Address _____

City _____

State _____ Zip _____

Home Phone () _____

Cell () _____

Alt. Phone () _____

Email _____

By electing to provide its email address, Occupant agrees that notice by Lessor may be given to Occupant via email.

PAYMENT INFORMATION:

**Credit Card # you provide is the credit card that will be charged automatically each month for rental monies owed.*

CC# _____

Exp Date: _____

Three Digit Code: _____

Check type of card:

Visa _____ MC _____ Discover _____ Amex _____

If other, List type _____

Name as shown on card: _____

Phone number Associated w/card: _____

Address Associated w/ Credit Card: _____

City _____

State _____ Zip _____

Driver's License No/State:

[Redacted]

ARE YOU 18 OR OVER? Circle one:

YES NO

Employer _____

Employer Phone () _____

EMERGENCY CONTACT:

Name: _____

Relationship: _____

Address: _____

City/State/Zip _____

Phone: _____

Are you or your spouse in the Military/Reserves?

Occupant (check one):

Yes No

PERSON OTHER THAN TENANT AUTHORIZED TO ENTER UNIT:

(*if approved by Landlord. Those Listed above shall entitle Lessor to cut lock and to provide gate code if necessary. User does not have Tenancy Rights)

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip _____

City/State/Zip _____

Home Phone () _____

Home Phone () _____

Cell Phone () _____

Cell Phone () _____

Email: _____

Email: _____

Description of personal property to be stored:

[Redacted]

LIEN HOLDER INFORMATION: Occupant is required to disclose to the Lessor any lienholder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he owns or has legal possession of the personal property in his or her Space(s) and that all the personal property in his or her Space(s) is free and clear of all liens and secured interests EXCEPT for the following items (describe property and name of lienholder):

[Redacted]

THIS RENTAL AGREEMENT, (hereinafter referred to as the "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between,

(**Tenant Name Goes Here**) _____, (hereinafter referred to as the "Lessor") and the Occupant identified above, (hereinafter referred to as the "Occupant") whose last known address is set for the above. For the consideration provided for in this Agreement the Occupant agrees to rent from the Lessor, and the Lessor agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self service storage facility located in Craven County, North Carolina (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times shall be subject to the terms and conditions hereof. Such right of occupancy shall commence on the Rental Agreement date listed above and shall continue month to month until terminated.

_____**Tenant Initial** **1. Credit Card:** By signing this agreement, you are agreeing that River Mills Professional Storage Center, LLC can automatically charge your credit card on the move in date of each month for due rent. **Landlord Initial** _____

_____**Tenant Initial** **2.** Tenant covenants and agrees: The Landlord shall not be liable for any damage to any property of Tenant caused by fire, water from any source, wind, theft, malicious destruction, acts of third parties, or any other loss occasioned by the elements or acts of God, whether or not the same shall in any way be occasioned by the negligent act or omission of Landlord. **Landlord Initial** _____

_____**Tenant Initial** **3.** Tenant covenants and agrees: To hold Landlord harmless from any damage or injury to any person (including death) or to the goods, wares and merchandise of any person, arising from the use of the Leased Premises, and Tenant hereby waives any right of subrogation for perils insured against. **Landlord Initial** _____

_____**Tenant Initial** **4.** Failure to vacate the Leased Premises on the lease expiration date automatically renews the Lease for one (1) month. Monthly rent shall be the sum of \$ _____, PAYABLE via automatic draft of the credit card you provided at time of signing Lease Agreement. The minimum charge is the rent fee for one month for said unit. **Landlord Initial** _____

_____**Tenant Initial** **5.** I further understand that for security purposes, I will need to put my own lock on my storage unit door, in addition to the lock that is supplied. **Landlord Initial** _____

_____**Tenant Initial** **6.** NO RENT REFUNDS **Landlord Initial** _____

1. RENT: The Occupant agrees to pay the Lessor, for the use of the space, the monthly sum listed above as the Monthly Rate. Occupant acknowledges that such stated Monthly Rate may be increased by Lessor, at any time and by any amount, upon written notice to Occupant of such increase. Monthly installments are payable in advance at the office of the self-storage facility on or before the anniversary date of each month and a like amount for each month thereafter, until the termination of this Agreement. Payment is not deemed to have been made until receipt is confirmed by Lessor. If any monthly installment is not paid on its due date, or if any payment is dishonored, Occupant shall be deemed to be in default. Additionally, Occupant may, in Lessor's discretion, be deemed to be in default if Occupant fails to timely perform or observe any terms or conditions of this Rental Agreement. *Upon default Lessor may, without notice, deny the Occupant access to the property located in the self-storage facility.* Occupant's property will be sold at public auction if Occupant fails to pay all sums due to Lessor to cure its default. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the Lessor's enforcement of lien and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account, including all expenses incurred by Lessor in enforcing Lessor's rights prior to the date and time of the auction will stop the scheduled sale of the property. Subject to the terms hereof, and at Lessor's option, rental payments and other charges can be made by cash, personal check, traveler's checks, money order and credit card. In the case of payment by personal check, payment shall not be deemed received until 5 business days after the date such personal check is presented. **NO INVOICES will be provided by Lessor.** Occupant's obligations are not contingent on receiving invoices. Any invoices from Lessor are sent as a courtesy only.

NOTICE TO OCCUPANT: This agreement contains terms and conditions on the back of each page of this document. This is a thirteen (13) page agreement, do not sign it until you have read all sides and fully understand the covenants contained herein. Keep a copy of this agreement to protect your legal rights. Occupant hereby acknowledges by signing this agreement that he/she has read, understood and accepts all terms and conditions expressed in this agreement.

OCCUPANT:
Signature of Occupant or Occupant's authorized agent
(and title, if any)

[Redacted Signature]

Printed Name Occupant:
[Redacted Name]

Date Occupant Signed [Redacted Date]

LESSOR:
RIVER MILLS PROFESSIONAL STORAGE CENTER

Date River Mills Professional Storage Center Accepted:

[Redacted Date]

***Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.**

2. **Rental of Unit:** Owner hereby rents to Tenant the storage unit described above; term of occupancy to commence on the lease date above and shall expire either (a) on expiration date set forth above; or (b) if a month-to-month term, at the end of the month specified by Tenant in written notice of cancellation by either party to the other. Such notice shall be at least thirty (30) days in advance of the cancellation date. Rent for the first month must be paid prior to occupancy. Rent will be automatically drafted on the due date of rent automatically from the credit card provided on this agreement. Owner may increase rent by giving Tenant at least thirty (30) days' notice of the increase.

2.1. **Default by Tenant:** Each of the following events shall be deemed a default by Tenant in the terms of this agreement: (a) Nonpayment of rent by the due date of the month for which the rent is due. (b) Abandonment of the premises by Tenant. (c) Failure to comply with any of the terms and conditions of this Agreement. Upon default, Owner may cancel this Agreement immediately upon notice to Tenant.

3. **Fees:** The Occupant agrees to pay Damage Fees, Cleaning Fees, Lien Fees, Lock Cut Fee, and Late Fee for the repair of any damage done to the space, to clean up the space at the termination of the Agreement including disposal charges and landfill fees. Further, Lessor may offset any additional charges, rents, or amounts owed to Lessor by charging the credit card automatically which was listed on this agreement. Occupant shall remain liable for any balance owed, should the credit card transaction be denied. **OCCUPANT AGREES THAT PAYMENTS RECEIVED AFTER DUE DATE ARE SUBJECT TO A LATE FEE OF \$35.00 OR 15% OF THE MONTHLY RENTAL PAYMENT, WHICHEVER IS GREATER.** Any account fifteen (15) or more days delinquent will be assessed an amount set forth above as LIEN FEE along with all collection, auction preparation, advertising and other charges incurred by Lessor in connection with the sale or proposed sale to dispose of the Unit's contents, which sale shall conform to the requirements of North Carolina law.

4. **Use and compliance with Law:**

(a) Tenant shall use the unit only for the storage of Tenant's personal property, however said property shall not consist of any flammable or hazardous material of any nature, or any material in violation of any law or zoning, fire or other governmental rules or regulations. The unit shall not contain food or beverage or anything edible that may attract animals, rodents, insects, etc. The unit shall not be used for human or animal occupancy, to conduct a business, for cooking, sleeping or the consumption of alcoholic beverages, for car repairs or any dangerous activity, or in any way that is a nuisance to the Owner or other Tenants. Electricity supplied to the unit shall be used for necessary lighting only, and for no other purpose.

(b) Tenant shall maintain the premises in good condition and repair and at the expiration of the Agreement, return the premises "broom clean" and in the same condition as at commencement of Tenant's occupancy. Tenant shall be responsible for any damage caused to the premises as a result of Tenant's occupancy or acts.

(c) Tenant shall not make any alterations, install any fixtures, paint, mark, cut, drill or drive nails or screws into, or in any way deface or alter any part of the premises, nor shall Tenant place any sign on the premises. In the event of a violation hereunder, Tenant shall at his sole cost and expense, restore the premises to the original condition at occupancy. Should Owner incur any expense as the result of Tenant's failure under this paragraph, Tenant shall be liable for any such expenses incurred by Owner and for reasonable legal fees incurred by Owner in the collect of such debt.

(d) Tenant shall, at all times during occupancy under this agreement keep the unit locked with a heavy-duty steel lock. If such lock is broken or damaged, Owner at his option, but without obligation or liability, may place a lock on the unit. Tenant shall indemnify Owner against any cost or expense incurred by Owner under this paragraph, including cost of lock.

(e) Tenant shall comply with any requirements either or any governmental body having jurisdiction over the premises or with requirements make by any insurance company insuring the Owner's interest in the property.

5. **Expiration:** Upon expiration, Tenant shall remove all personal property from the premises. Owner may, at its option, dispose of property no so removed, at Tenant's expense, or retain same as abandoned property.

6. **Indemnification of Lessor:** Occupant will indemnify and hold the Lessor harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees, arising from Occupant's lease of the space in the facility and from any activity or work done in the space, or item stored in the space, regardless of whether such loss or damage is caused by negligence of third parties or acts of God. In the event of emergency or impending peril or if the space is damaged or destroyed by fire or other casualty, Lessor shall have the right to remove the contents of the space and store it at the Occupant's sole cost and expenses without liability for any loss or damage whatsoever, and Occupant shall forthwith be notified of such action by Lessor. Occupant shall indemnify and hold Lessor harmless from and against any loss, cost, or expense of Lessor in connection with such removal and storage. Should any of Lessor's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Lessor harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Lessor. Notwithstanding that Lessor shall not be liable for such occurrence, Occupant agrees to notify Lessor immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances. Tenant agrees to indemnify and hold Owner harmless from any other person for any loss, claim or expense resulting from the acts or omissions of any other Tenant or persons.

7. **Owner's Lien/Remedies:** Owner has a lien upon all personal property stored in the unit for occupancy fees or other charges, present or future, as more fully described in North Carolina Lien Law, Chapter 44A. Article 4. ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT MAY BE SOLD TO SATISFY THE LESSOR'S LIEN IF OCCUPANT IS IN DEFAULT AS PROVIDED IN SECTION 44A-40 THROUGH 44A-46, NORTH CAROLINA REVISED STATUTES.

a. Lessor shall have a lien on all personal property stored in occupant's space, whether or not owned by occupant, or on the proceeds of said personal property in Lessor's possession. The lien attaches as of the date such personal property is brought to the self-storage facility and is superior to any other lien or security interest, except those that are protected and recorded prior to the date of this agreement. If occupant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by occupant, occupant will be considered in default.

b. On the fifteen (15th) day of continuous default, or thereafter, Lessor may enforce its lien on the personal property stored in the space pursuant to Chapter 44A-40, et. seq. of the North Carolina Statutes for: rent, late charges, labor, damages, cleaning fees; charges for checks returned to Lessor, postage amounts for mail providing notification of late charges and auctions, expenses necessary for the preservation of the personal property stored on the leased premises, and the expenses incurred in the sale or other disposition of said personal property pursuant to law. Lessor will cut the locks on occupant's space and may remove any and all personal property located within said space for the purpose of selling same. Lessor will first attempt to sell any or all said personal property at public sale. If not sold at public sale, any or all items of said personal property will then be otherwise disposed of and/or destroyed by Lessor.

c. If the property upon which the lien is claimed is a vehicle, watercraft or trailer, and rent and other charges related to the property remain unpaid or unsatisfied for sixty (60) days following the maturity of the obligation to pay rent, the Lessor may have the property towed from the self-service storage facility. If Occupant is storing a motor vehicle, and Lessor is required to report such sale to the Division of Motor Vehicles, Occupant shall pay an additional twenty-five dollar (\$25) administrative fee, which is the reasonable cost incurred by Lessor with respect to Lessor's obligations to report such sale to the Division of Motor Vehicles, together with all fees charged by the Division of Motor Vehicles.

If the rent due is not paid by the due date of rent, Tenant authorizes Owner to remove the contents stored by Tenant in the Unit, or place another lock on the Unit. If owner must resort to litigation to recover rent, damages or occupancy, Tenant shall pay Owner's reasonable attorney's fees and court costs.

In the event of the Tenant's default, Owner may avail itself of any remedy provided by law or this agreement including, but not limited to the following, an exercise of one or more of which remedies shall not constitute a waiver of Owner's use of any other rights:

- (a) Owner may terminate this agreement and may enter the unit and remove the contents thereof, disposing of said contents as provided in this agreement. (b) Owner may recover the entire lease payments remaining for the balance of the lease term. (c) Owner shall have a contractual lien on all items stored in the unit without liability for trespass or conversion.

8. Risk of Loss: All property stored within the unit shall be at Tenant's sole risk except for losses resulting solely from the intentional conduct of the Owner. Owner does not provide protection or security for the units nor does Owner take custody or control over the contents of the unit. Owner shall not be held responsible for loss or damage to any of Tenant's property when such loss or damage is caused by the negligence of third parties, other Tenants, rodents, insects, or acts of God.

9. Insurance: Any insurance carried by either Owner or Tenant shall be for the sole benefit of the party carrying such insurance. RIVER MILLS PROFESSIONAL STORAGE CENTER, LLC STRONGLY RECOMMENDS RENTERS INSURANCE (REFER TO #8)

10. Occupants Liability: In the event of a foreclosure sale, it is understood and agreed that the liability of Occupant for the rents, charges, costs and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in lien sale and/or disposition of the Occupant's property as provided for above. Lessor may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any. If any property remains unsold after foreclosure and sale, lessor may dispose of said property in any manner consistent with North Carolina Law and considered appropriate by Lessor. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space.

11. Personal Injury: Lessor and Lessor's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury, death, or property damage or loss arising from Occupants use of the storage space or promises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents, or employees.

12. Inspection of Premises: Owner and its agents may enter the unit at all reasonable times, upon reasonable notice to Tenant except in the event of an emergency, for the purpose of making necessary repairs, inspection of the premises, showing of the unit to a prospective Tenant, purchaser or mortgagee. Tenant shall make the unit available for entry upon such notice, or failing cooperation of Tenant, Owner may cause any lock to be removed at Tenant's expense and enter the unit without liability to Tenant.

12.1 Condition of Unit: Tenant has inspected the unit and surrounding areas and found same to be in satisfactory condition. Owner has made no warranty or representation as to the condition of the unit or to the remainder of the premises and shall not be liable for any visible or non-visible defect therein.

12.2 Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition and agrees to pay Lessor promptly for any repairs to the space resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. Occupant may not modify, alter, paint, deface, or put holes in the walls, floors, or ceilings of the space or facility, in any manner without prior written consent of Lessor. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Lessor, or require the Lessor to incur costs to clean the Space upon termination, then all costs necessary to restore the space to its prior condition shall be borne by Occupant. Lessor has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Lessor to deny Occupant access to the Space.

13. Assignment: Tenant may not assign this agreement or sublet the unit or give any other person the right to use the unit without prior written consent of Owner.

14. Notices: Any notice given pursuant to this agreement shall be in writing, delivered in person or by registered or certified mail, return receipt requested, addressed to the party at the address designated herein or emailed to the

email address you provide on this Lease Agreement. Said address or email address, may be changed by written notice to the other party. 15-30 day written notice is required before leaving.

15. **Subordination:** This lease/agreement is subordinate and subject to any mortgage now or hereafter affecting the premises and Tenant shall execute any subordination instrument which may be requested by any mortgagee.

16. **Validity:** The invalidity of any provision of this Agreement shall in no way affect the enforceability of any other provision hereof.

17. **Access:** It is agreed that Tenant will have access to the leased premises/unit only during the hours posted by Owner.

18. **Compliance:** Tenant shall comply with all Owner's rules and regulations, including any additional rules and regulations that may be adopted by Owner. Owner will place a copy of the rules and regulations in a conspicuous location at rental office at 2410 MLK Blvd, New Bern, NC 28562.

19. **Wavier:** The failure of the Landlord to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the Landlord's right to do so thereafter, nor shall it give rise to any cause of action or defense on the part of the Tenant.

20. **Survival of Covenants:** The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this Agreement.

21. **Rules and Regulations:** Landlord shall have the right to establish or change the hours of operation for the facility and to issue Rules and Regulations for proper conduct and good order on the Premises. Tenant agrees to comply with all such Rules and Regulations as now in effect, or as may amended from time to time by Landlord.

28. **Termination:** This Agreement shall continue from month to month unless Occupant or Lessor delivers to the other party a written notice of its intentions to terminate the agreement thirty (30) days prior to the end of the then current rental month. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to the Lessor prior to the due date of the succeeding month's rent unless such property is subject to Lessor's lien rights as referenced in this Rental Agreement. Lessor may dispose of any property left in the Space or in the Facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Lessor in disposing of such property, including but not limited to a minimum **CLEANING FEE** as set forth above.

29. ATTORNEY'S FEES: In the event the Lessor retains the services of an attorney to recover any sums due under this Rental Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Lessor the reasonable costs, expenses, and attorney's fees incurred in any such action.

30. ABANDONMENT: This Agreement shall automatically terminate if Occupant abandons the space(s). Occupant shall have abandoned the space if Occupant has removed Occupant's locking device from the space and IS NOT current in all obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded. Abandonment shall allow the Lessor to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Lessor for disposal of personal property resulting from Occupant's abandonment.

31. LESSOR'S RIGHT TO ENTER: Lessor may cut the lock and enter the space for the purposes of inspection without prior notice to Occupant whenever Lessor believes that any hazardous condition or nuisance has been created, or is occurring in the space, or in any situation constituting an emergency, or for repairs to the interior or door, or inspections by governmental authorities. In the event any inspection discloses any stored property or any condition in violation of any provision of this agreement, then Lessor may immediately remove and dispose of such property, and take action to remedy such condition, without notice to Occupant, and at Occupant's expense.

32. MILITARY STATUS: In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT it is Occupant's obligation to notify the Lessor in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's

military status changes, Occupant is required to notify the Lessor in writing of this change immediately.

33. ASSIGNMENT AND SUBLETTING: Occupant shall not assign this Agreement or sublet the whole or any portion of the space rented hereunder.

34. WAIVER/ENFORCEABILITY: In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Lessor of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

35. SUCCESSION: This Agreement is binding upon the parties, their heirs, successors and assigns.

36. GOVERNING LAW: This Agreement and any actions between the parties shall be governed by North Carolina law.

37. WAIVER OF JURY TRIAL: Lessor and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Lessor against Occupant, or Occupant against Lessor on any matter arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

38. LIMITED WARRANTY: This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Lessor are not authorized to make warranties about the space, premises, and facility referred to in this Agreement. Lessor's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES and all other warranties, express or implied, ARE EXCLUDED AND DISCLAIMED from this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Occupant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.

39. RULES AND REGULATIONS: Occupant agrees to be bound by the Rules and Regulations as posted by the Lessor from time to time at the Office of the facility, or such other place in the facility where such notices are normally posted. All Rules and regulations shall be deemed to be part of this agreement and incorporated herein.

40. NOTICES FROM LESSOR: All notices from Lessor shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Rental Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

41. NOTICES FROM OCCUPANT: Occupant represents and warrants that the information Occupant has supplied in this Rental Agreement is true, accurate and correct and Occupant understands that Lessor is relying on Occupant's representations. Occupant agrees to give written notice to Lessor of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to Lessor or mail the notice by certified mail, return receipt requested, with postage prepaid to Lessor at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Lessor.

42. CHANGES: The terms of this Agreement such as monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice, by first class mail sent to the Occupant at Occupant's address provided herein. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Lessor ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, either in person or by first class mail the change shall become effective and apply to his occupancy.

43. OCCUPANT'S LOCK: Space shall be immediately locked by Occupant upon execution of the agreement. Only one lock shall be permitted. Occupant shall not provide Lessor or Lessor's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Lessor on Occupant's behalf and signed waiver of indemnification to Lessor is provided. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Lessor shall have the right, but not the obligation, to place its lock on the Space provided however; that in such event Lessor, shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Lessor harmless from and against any loss, cost or expense of Lessor in connection with locking the Space, including the cost of the lock.

44. ACCESS: In Lessor's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Lessor. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises. Access will be limited to those Occupants and authorized users listed on this rental agreement unless the user has an access code and key to the unit which shall be considered valid evidence that the possessor is duly authorized to enter and remove contents from any Unit provided under this agreement.

45. LAW ENFORCEMENT DIRECTIVES: Occupant hereby authorizes Lessor to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement

agencies or courts. Upon presentation of a search warrant by a health or law officer, Lessor may open the space or allow such officer to open the space *for* inspection by such officer; and such officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so.

46. FINANCIAL INFORMATION: Lessor does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Lessor for damages arising from the use of said information by others.

47. CLIMATE CONTROL: Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Lessor does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.

48. PERMISSION TO CALL, FAX, E-MAIL OR TEXT: Occupant recognizes Lessor and Occupant are entering to a business relationship as Lessor and Occupant. As such, to the extent any Federal or State law prohibits Lessor from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Lessor phoning, faxing, e-mailing and texting Occupant with marketing and/or other business-related communications.

49. NCSSA MEMBERSHIP: Lessor represents that Lessor or Lessor's management company is, at the time of signing this Agreement, a member of the North Carolina Self Storage Association. If not, Lessor will be in violation of the Federal and State copyright Laws. Persons violating NCSSA's copyright by reproducing this form in any way without authority will be prosecuted. This Agreement is valid only in North Carolina. NCSSA copyright insignia must be located on lease.

50. Tenant covenants and agrees herein contained shall extend to and by binding upon the parties hereto, their heirs, executors, administrators and assigns.

51. Tenant covenants and agrees Landlord will have the right in the event of an emergency to enter the Leased Premises using whatever reasonable force is necessary.

52. **Entire Agreement:** This Agreement contains all of the understandings and agreements between the Landlord and Tenant with respect to the lease or rental of the Storage Space and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, the terms of this Agreement may be modified, amended or supplemented only in a writing which has been signed by both Landlord and Tenant.

STORAGE RULES:

(a) Occupant **MAY NOT STORE** under any circumstances the following: Any living creature or organism, or any dead animal or other carcass; gasoline, oil, fuel, grease, anti-freeze, or flammable chemicals; explosives, fireworks, or ammunition; explosive, toxic, poisonous, or hazardous materials or waste; asbestos or asbestos-containing construction materials; lawn debris (grass clippings, brush, etc.); construction debris, tires, oil, or batteries, whether new or used; items having a noxious smell in Lessor's sole judgment; marijuana and/or controlled substances; operating phones; prohibited weapons under North Carolina law; or stolen property, and items illegal for self storage under any law.

(b) Occupant **MAY NOT STORE** any of the following: Anything with a fuel tank (vehicles, boats, motorcycles, mowers, etc.); gasoline cans or similar containers for combustible fuel; liquid propane tanks, oxygen tanks, or similar containers; or food, fertilizers, pesticides, or items which are wet and could mildew.

(c) Occupant **MAY NOT USE** the space or any portion of the facility for the following: lodging, sleeping, cooking, or consumption of alcoholic beverages; garage sale, flea market, or direct sales from the space; parties, gatherings, meetings for any purpose, or building floats; business office or full-time work area; sanding, painting, welding, soldering, or operating power equipment; practicing or playing musical instruments (individual or group); any use that violates zoning, fire, or criminal codes or other laws; or activities classified as a nuisance in Lessor's sole judgment.

(d) Occupant **MAY NOT DO** any of the following: alter, paint, or deface any part of the space or facility; put weight on or attach anything to structural elements; put holes in floors or other parts of the leased Space; have a visible sign or install an alarm system in or on the space; or modify electrical service or use electricity for other than lights.

(e) LESSOR MAY EXCLUDE any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Lessor to deny access to Occupant to all rented Spaces.

(f) All persons must comply with posted signs that are plainly visible. Animals must be kept inside vehicles. Exceptions are guide dogs for disabled persons and animals of Lessor or Lessor's staff. Please do not ask staff to help load, unload, or move anything. Lessor's employees are prohibited from doing manual labor for Occupants because of risk of injury and insurance considerations. All persons must wear footwear to prevent injuries. Anything affixed to walls, ceiling, or other parts of the space without Lessor's consent becomes the property of Lessor, at Lessor's option. Occupant will be liable for reasonable charges for removing unlawfully attached property, repairing any damage, and removing trash in areas left by Occupant, Occupant's family or contractors. Bicycling, skateboarding, roller skating, or other recreational activities are PROHIBITED in the facility.

(g) Lessor may require any person entering the facility to sign in. Lessor may require any person in the facility to show such person's current driver's license or other governmental ID card, with photograph. Lessor may exclude from the facility any person failing to identify themselves with such ID cards.

(h) Occupant and Occupant's employees, agents, guests, and families: must NOT exceed five-mile per hour speed limit inside facility; must NOT block traffic or prevent vehicles from entering or exiting; must NOT leave vehicles or other items in common areas unattended; must NOT park vehicles in fire lanes or in marked no-parking areas; must NOT work in driveways, parking spaces, or common areas; must NOT change oil or fluids in vehicles or discharge liquids of any kind in spaces or common areas; must NOT litter halls, driveways, parking areas, or dumpster areas; must NOT block access to dumpsters; must NOT use any dumpsters for disposal of items which may not be stored in Occupant's space under these rules; must NOT use any dumpsters for off-site refuse; must NOT disturb other Occupants.

(i) Anything subject to licensure (autos, vans, trucks, motorcycles, boats, trailers, etc.) parked in violation of the above may be towed at Occupant's expense. All other property left unattended outside in the facility overnight may be disposed of at Lessor's option.