

SHIELDS ROAD SELF STORAGE

1321 Shields Road
Kernersville, North Carolina 27284

Rental Agreement

NOTICE: THIS DOCUMENT HAS LEGAL CONSEQUENCES. CONSULT WITH AN ATTORNEY OF YOUR CHOICE FOR EXPLANATION OF THE CONTENT OF THIS CONTRACT.

NAME: _____ **UNIT #** _____ **RENT/MTH: \$** _____
ADM. FEE: _____ **SECURITY DEPOSIT:** _____ **GATE CODE:** _____ **DATE:** _____
Month / day / year

SHIELDS ROAD SELF STORAGE (hereinafter called "Owner") hereby rents the above Storage Unit at its self storage facility located at the following address: 1321 Shields Road Kernersville, NC 27284 Phone 336 992 3040
TO: _____ whose last known address
IS: _____, (hereinafter called "Occupant")
an individual and/or company, whether one or more, upon the following terms and conditions and no other:

- 1. **TERM, RENT & SECURITY DEPOSIT:** The rental charge for this Storage Unit is payable in advance on the first day of each calendar month, with or without demand, at the Owner's address stated above. If such rent is not paid by the tenth (10th) day of the month for which it is due, the Occupant agrees to pay late charges as shown in the "Policies, Rules, and Regulations." Minimum rental period is thirty (30) days. If the commencement of this Rental Agreement is on a day other than the first day of a calendar month, the first month's rent will be prorated. If the commencement of this Rental Agreement is between the 18th day and the last day of the month, Occupant agrees to pay prorated rent of current month and second month's rent.
 - a. Owner reserves the right to modify or change the monthly rental amount, fees, late charges or other reasonable expenses related to the endorsement of this Rental Agreement by providing Occupant with written notice of any proposed changes at least fifteen (15) days in advance of the proposed effective date of such changes. It is further acknowledged that said notice shall be considered delivered by U.S. Mail.
 - b. This Rental Agreement is renewable on a month-to-month basis by Occupant paying the rent and the Owner accepting payment. Occupant agrees to give fifteen (15) days notice to vacate the facility. Rental Agreement terms, rental charges, late fees, and other expenses are subject to change by Owner and written notice to Occupant ten (10) days prior to the effective date of change. It is acknowledged that said notice shall be considered delivered by U.S. Mail. Occupant must notify Owner in writing prior to the effective date of the change if he does not wish to accept the changes in this Rental Agreement terms and agrees to vacate at the end of the month Occupant gives notice. Otherwise, Occupant's failure to give a written notice that he does not wish to accept the changes and his intent to vacate shall be construed as acceptance of the change.
 - c. Occupant may be required to pay a security deposit at the commencement of this Rental Agreement, to be refunded without interest, in accordance with paragraph 15 of this Rental Agreement, within thirty (30) days following Occupant vacating the Storage Unit. Occupant agrees to pay a service charge of \$20.00 for any returned checks unpaid from the bank for any reason whatsoever..
 - d. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure 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 prior to the published auction date will stop the scheduled sale of the property.
 - e. If Occupant departs or vacates rental before the final day of the month, rent already paid for the balance of the month is defaulted and will not be returned to the Occupant.
- 2. **INSURANCE:** No bailment is created by this Rental Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the leased space shall remain vested in the Occupant, and all property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space or premise. Owner and Owner's employees and agents shall not be held liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever, including, but not limited to theft, mysterious disappearance, vandalism, fire, smoke, water, hurricanes, rain, tornados, explosions, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. If Occupant fails to maintain insurance, Occupant shall be deemed to have "self insured" Occupant's personal property. Occupant acknowledges and agrees that Occupant stores at Occupant's own risk. Occupant understands that Owner is a landlord renting space for the Occupant's self service use and is not a bailor or warehouseman in the business of storing goods for hire. Occupant understands Owner does not provide insurance coverage on any property in Occupant's storage space.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT (BOTH FRONT AND BACK PAGES) AND HAVE A COPY FOR MY USE, RECORDS AND PROTECTION.

OCCUPANT

SHIELDS ROAD SELF STORAGE

DATE _____

BY: _____

DATE _____

- 3. Use & Occupancy:** The Storage Unit will be used for lawful purposes only, will be kept in good condition (normal wear and tear excepted) and will not be used for storing welding, chemical, odorous, corrosive, explosive, flammable or other inherently dangerous materials or property. Occupant agrees not to use the Storage Unit for residential purposes. Occupant shall post no signs on or in the Storage Unit, including without limitation, drilling holes in walls, floors, doors or ceilings, for any purpose. Occupant agrees to use storage space only for the storage of property wholly owned by Occupant. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant agrees not to store property with a total value in excess of \$10,000 without written permission of the Owner. If such written permission is not obtained, the value of the Occupant's property shall be deemed not to exceed \$10,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth in paragraph 9 below. Occupant agrees to abide by all rules relating to use and occupancy as promulgated by Owner.
- a. Occupant agrees not to store any explosives, highly flammable materials, goods or substances, corrosive, hazardous or toxic materials, goods and substances or any other materials, goods or substances in the Storage Unit which would cause damage or contamination to the Storage Unit. For purposes of this Rental Agreement, a hazardous, toxic, flammable or corrosive material, good or substance is one which has been classified or defined by the Environmental Protection Agency (EPA) as hazardous, toxic, corrosive or flammable.
 - b. **THIS RENTAL AGREEMENT SPECIFICALLY FORBIDS THE STORAGE OF THE AFOREMENTIONED MATERIALS, GOODS OR SUBSTANCES. UPON THE SIGNING OF THIS RENTAL AGREEMENT, OCCUPANT ASSUMES AND ACCEPTS FULL AND COMPLETE RESPONSIBILITY FOR THE REMOVAL, RENOVATION AND/OR RECOVERY OF THE STORAGE UNIT AND ALL OTHER SPACES IN THE STORAGE UNIT AND ALL OTHER UNITS IN THE SELF STORAGE FACILITY WHICH HAVE BEEN DAMAGED OR CONTAMINATED AS A RESULT OF OCCUPANT HAVING STORED ANY HAZARDOUS, TOXIC, FLAMMABLE OR CORROSIVE MATERIALS, GOODS OR SUBSTANCES IN OCCUPANT'S STORAGE UNIT.**
- 4. SECURITY/LOCKS:** Occupant is solely responsible for securing Occupant's Storage Unit. Occupant will be requested to use locks provided to the Occupant by the Owner, included in the \$15.00 administrative fee, to secure Occupant's Storage Unit.
- 5. PERMISSION TO LAW ENFORCEMENT:** Occupant hereby expressly grants to Owner permission to give to any law enforcement officer or agent, state or federal, upon request, any information contained in this Rental Agreement, including, but not limited to Occupant's name, last known address and the description of the contents of the Storage Unit. Occupant agrees to hold Owner harmless for any claim Occupant may have against any law enforcement agency, officer or agent, state or federal, arising out of any search, seizure, inventory, inspection, repossession or other action taken by any law enforcement agency, officer or agent with regard to Storage Unit. It is expressly agreed that Owner assumes no responsibility for the actions of any law enforcement agency, officer or agent that may breach any right Occupant may have arising under any state or federal law.
- 6. INDEMNIFICATION:** Occupant will indemnify, hold harmless and defend Owner and Owner's agents from all claims, demands, actions or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the Storage Unit. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in paragraph 9 below.
- 7. ABANDONMENT:** Unless occupant has given written notice to Owner, Occupant agrees that any of the following conditions will constitute an abandonment of the Storage Unit and the premises by Occupant:
- a. If all personal property is removed from the Storage Unit and Occupant has removed his lock from the Storage Unit;
 - b. If Occupant has removed his lock from the Storage Unit and has failed to pay his monthly rental when due;
 - c. Upon expiration of the rental period, if Occupant fails to pay the monthly rental and Owner determines that the Storage Unit is empty or that the Occupant has removed his lock.
- 8. ELECTRICITY:** Occupant shall not use electricity for anything other than illumination of the Storage Unit without written approval of the Owner. Any violation of this provision and the Occupant will incur an additional charge of \$50.00 per month. Failure by the Owner to enforce this provision shall not be deemed or construed to constitute a waiver of this provision.
- 9. LIABILITY:** All personal property stored within or on the Storage Unit by Occupant shall be at Occupant's sole risk. Owner and Owner's agents shall not be liable to Occupant for any damage or loss to any personal property while at the leased Storage Unit arising from any cause whatsoever, including, but not limited to theft, fire, wind or water damage, mysterious disappearance, rodents, acts of God or the active or passive acts or omissions of the Owner or Owner's agents.
- 10. DEFAULT;** Notwithstanding any other remedy of Owner set forth herein, upon Occupant's failure to pay the rent in advance as aforesaid or to comply with any of the covenants herein. Owner may declare this Rental Agreement in default. Owner or Owner's agent or attorney shall have the power to enter and hold, occupy and repossess the entire Storage Unit. Failure by owner to enforce one or more of its remedies herein provided upon any event of default shall not be deemed or construed to constitute a waiver of such default; or of any violation or breach of any of the terms, provisions and covenants herein contained. Rent past due beyond fifteen (15) days shall be subject to Owner's lien as set forth in North Carolina General Statutes, Chapter 44A, and said lien shall be enforced as provided by the General Statutes of the State of North Carolina, including the sale of any property of Occupant stored in the Storage Unit. In the event Owner is required to obtain the services of an attorney to enforce the provisions of this Rental Agreement, Occupant agrees to pay, in addition to the sums hereunder, an additional amount for reasonable attorney's fees, collection agency fees or any other reasonable costs incurred by Owner.
- 11. OWNER'S FAILURE TO GIVE POSSESSION:** Owner shall not be liable for damage to Occupant for failure to deliver possession of the Storage Unit to Occupant at the commencement of the term if such failure is due to no fault of the Owner, or to the failure of the construction of the Storage Unit to be completed. Owner will use all means at its command to oust such tenant; and Owner agrees to transfer to Occupant the right to prosecute in his own name any cause of action the Owner may have against such tenant holding over and Occupant may hold for himself any recovery in such action, except for any amounts due the Owner as rent. In lieu thereof, Owner may substitute this Storage Unit with another Storage Unit of similar size.
- 12. CLEANING PREMISES:** Upon vacating the Storage Unit, the Occupant agrees to clean the Storage Unit thoroughly or to pay the Owner for the cleaning necessary to restore the Storage Unit to its condition when Occupant's possession commenced, natural wear and tear excepted.
- 13. NO ESTATE IN LAND ASSIGNMENT:** This Rental Agreement shall in no way be construed as conveyance by the Owner of an estate in land, and Occupant shall have no right to assign this Rental Agreement or sublet the Storage Unit.
- 14. EMERGENCY:** Occupant agrees that Owner or Owner's agent shall have the right, without notice, to enter into and upon the Storage Unit or any part thereof by any means, including without limitation, the cutting and removal of Occupant's lock for the purpose of examining the same for violations or conditions thereof, or making improvements, repairs or alternations thereto. Owner reserves the right to remove the contents to another unit in the facility. Occupant hereby authorizes Owner to replace any lock that Owner cuts for the above stated purpose at Owner's expense and mail the keys to Occupant.
- 15. FORFEITURE OF SECURITY DEPOSIT:** Upon the expiration of this Rental Agreement or the default by Occupant, the security deposit shall be applied as follows:
- a. to any unpaid rent;
 - b. to Owner's cost in cleaning the Storage Unit
 - c. to repair the Storage Unit for damages by Occupant; and
 - d. balance to Occupant
- In addition to the forfeiture of security deposit, Owner shall have all rights at law or equity against Occupant for its damages by reason of Occupant's default.
- 16. CONDITION OF STORAGE UNIT:** Occupant has inspected the Storage Unit and accepts the Storage Unit in the condition that it now exists and at the expiration of the term hereof, Occupant shall surrender same to Owner in as good condition as the same exists, normal wear and tear excepted. Owner shall maintain roof and exterior walls and shall repair defects therein. However, Owner shall have no responsibility to Occupant for any loss Occupant may sustain by reason of Owner's failure to repair therein.
- 17. TERMINATION:** Owner may terminate this Rental Agreement at any time upon thirty (30) days written notice to Occupant. Notice shall be by delivery by the U.S. Postal Service, first class mail.
- 18. POLICIES, RULES & REGULATIONS:** Occupant to be given supplemental information regarding storage facility "Policies, Rules & Regulations". This information to be an extension of and integral part of this contract agreement.