

Steinman Storage, Inc. Rental Agreement

Date: _____

Unit # _____

Gate Code # _____

Garage Code # (if applicable) _____

Name of Individual _____

Email Address _____

Address _____

Driver License# _____

Phone # _____

Alternate Phone # _____

Outdoor Item Description (if applicable)

I (we) _____ (occupant) hereby rent from Steinman Storage, Inc. (owner) those certain premises described as space number _____, approximate size _____ located at 4280 Long Ferry Rd. (owner's address), and hereinafter referred to as "premises," on the following terms and conditions. (For the purpose of this agreement, "premises" also includes outside storage parking spaces for vehicles {including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers}).

1) **Beginning date.** This rental agreement shall begin as of _____.

2) **Rent.** Occupant shall pay Owner rent in the sum of \$ _____ per month, payable in advance upon the first day of each and every calendar month at the Owner's address. If the aforementioned beginning date is other than on the first day of the calendar month, then the rental shall be prorated for the first month for each beginning date.

RENTAL PAYMENTS RECEIVED AFTER THE CLOSE OF BUSINESS (5:00 PM) ON THE 5th DAY OF THE MONTH ARE SUBJECT TO A LATE FEE OF 10% OF THE MONTHLY RENTAL RATE. This late charge shall be due and payable immediately without demand from owner. If any check is dishonored for any reason, said late charge shall be due in addition to a return check charge of \$20.00

Send payments to: Steinman Storage, PO Box 4394, Salisbury, NC 28145

If the Occupant in default hereunder, Occupant agrees that a padlock may be installed by Owner on the space and gate access denied, and Occupant agrees to pay the overdue rent, plus the aforementioned late payment charges before he shall be allowed to regain access to the premises. Occupant agrees and understands that partial payments made to cure a default for non payment of rent will not delay or stop the 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 property. Any payments made to stop the foreclosure and sale of Occupant's property must be paid by cash, certified funds or money order. Personal checks will not be accepted. If occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction fee of \$55.00. Occupant agrees to pay \$20 for each dishonored check.

3) **Fees.** N/A

4) **Locking of Unit.** Occupant agrees to maintain a lock on the overhead door located at the premises at Occupant's cost. Owner may, without having any obligation whatsoever to do so, attach a lock to Occupant's unit if at any time no Occupant lock is attached, and Occupant shall reimburse Owner for the cost of such lock.

5) **Use and Occupancy and Compliance with Law.** The premises may be used and occupied only for the storage of personal property in compliance with all applicable Federal, State, and local laws, rules, ordinances, and regulations and for no other purpose without the prior written consent of Owner. All property must be stored Inside a storage unit. No animals or perishable or hazardous material (as defined from time to time by any local, state or federal law or regulation), nor signs of any type, shall be placed in the premises by Occupant, without Owners prior written consent. Occupant shall not keep anything within the premises or use the premises for any purpose that increases insurance premium costs or invalidates any Insurance policy carried on the premises, or for the storage of any property which shall be in violation of any order or requirement imposed by any government or governmental agency, or in violation of any legal requirement: to do any act or cause to be done any act that creates, or may create, a nuisance in or upon or connected within the premises. The storage of welding, flammable, explosive, or- inherently dangerous material is prohibited. All property kept stored or maintained within the premises by Occupant shall be at Occupant's sole risk of damage or loss. Occupant shall not use the premises for residential purposes and shall have access to the premises and common areas only during such hours and days as Owner permits.

6) **No Bailment Intended.** Occupant acknowledges that no bailment or deposit of goods for safekeeping is intended or created by this agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant is responsible for Insuring Occupant's property and Owner will not have any insurance coverage over Occupant's property. It is specifically understood and agreed that Owner need not be concerned with the kind, quantity, or value of property stored by Occupant pursuant to this Agreement. Occupant acknowledges that the premises are not suitable for the storage of heirlooms or other precious or

irreplaceable property such as objects for which no immediate market exists and objects that are claimed to have special or emotional value to Occupant. Occupant waives any claim for sentimental attachment or for Occupant's emotional attachment to the property that is placed in the storage space.

7) Conditions and Alteration of Premises. Occupant acknowledges that it has examined the premises and hereby accepts them as being in good order, condition and repair. Occupant shall maintain and return the premises in the same good condition, reasonable wear and tear expected, as they were upon the beginning date of this Agreement. Occupant agrees immediately to notify Owner of any defects, dilapidations, or dangerous conditions. Occupant agrees to pay Owner promptly for any repairs made by Owner to the premises caused by the negligence or misuse of the premises by Occupant, or of Occupants agents, invitees, licensees, and guests. Occupant shall make no alterations or improvements of the premises without the prior written consent of Owner. If Occupant damages the premises in any manner, makes alterations of any kind, without the prior written consent of Owner, then Occupant shall bear all costs necessary to restore the premises to prior conditions.

8) Right to Enter. Inspect and Repair Premises. Occupant shall grant Owner, Owner's agents or the representatives of any governmental authority, including police and fire officials, access to the premises upon three (3) days' prior written notice to Occupant. In the event Occupant shall not grant access to the premises as required, or in the event of any emergency, or upon Occupant's failure to comply with any of the obligations under this Agreement Owner, Owner's agents or the representatives of any governmental authority shall have the right to immediately remove Occupant's lock and enter the premises for the purposes of examining the premises or the contents thereof, or for the purpose of making repairs or alteration and taking such other action as may be necessary or appropriate to preserve the premises, or to comply with applicable law or enforce any of Owner's rights. Occupant further authorizes Owner to release any information regarding Occupant's tenancy as may be required by law or requested by any governmental authority or agency.

9) Time. Time is of the essence of this Agreement.

10) Rule and Regulation. Any rules and regulations posted in a conspicuous place on owner's property or otherwise made known to Occupant, including any additional rules and regulations promulgated by Owner concerning this tenancy and made known to Occupant by conspicuous posting or otherwise, are made part of this Agreement, and the Occupant shall comply at all times with such rules and regulations.

11) Renewal – Termination. Provided Occupant is not in default hereunder, this Rental Agreement automatically shall be renewed from month to month, upon the same terms and conditions, unless either party shall give to the other written notice of cancellation, at least ten (10) days before the end of the month. Written notice of termination from Occupant must be given to Owner at the Owner's Address, which address may be changed by written notice from

time to time, and notice of termination shall be effective upon receipt by Owner or Owner's authorized agent. Rent shall be payable by Occupant to Owner during such notice period and through the end of the particular month.

12) **Default.** Upon Occupant's failure to pay rent when due, to comply with any of Occupant's obligations or covenants thereunder, Owner at its option, may declare this Rental Agreement in default by giving written notice of such default to Occupant, in accordance with **North Carolina general Statute 44A-4J**, whereupon Owner, its agents, and attorney, shall have the power to enforce the storage facility lien as provided by law.

THE OWNER MAY ENFORCE ITS LIEN BY A PUBLIC SALE OR OTHER DISPOSITION OF THE OCCUPANT'S PROPERTY. OCCUPANT SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED BY THE OWNER ARISING FROM THE SALE OF OCCUPANT'S PROPERTY OR FOR ANY EVICTION PROCEEDING BROUGHT BY OWNER.

Failure by Owner to enforce one or more of the remedies provided herein, shall not be deemed, or construed to constitute a waiver of such default, or of any violation or breach of any of the terms of conditions of this Agreement. Any termination of this Lease declared by Owner shall not terminate Occupant's obligation to pay all rent and other sums.

13) **Owner's lien and Security Interest.** Upon default by Occupant, in addition to any statutory Landlord's lien, but not in lieu thereof, Owner at all times shall have a valid, contractual lien for all rentals and other sums of money becoming due hereunder from Occupant, upon all property located in the premises. Occupant hereby grants to Owner a security interest in all property stored by Occupant on the premises, for the purposes of this paragraph. Furthermore, in addition to the rights and remedies granted to Owner hereunder, Owner may enforce all rights granted to it by the laws of North Carolina without having made an election of remedies.

14) **Insurance.** Any insurance that may be carried by Owner or Occupant against any loss or damage to the building or its contents and other improvements situated on the premises shall be for the sole benefit of the parties carrying such insurance, and each party hereby waives any rights of subrogation against the other party or their respective agents and employees. Occupant at Occupant's expense shall secure his own insurance to protect himself and his property against all perils of whatever nature. Insurance on Occupant's property is a material condition of this agreement. Occupant's failure to carry insurance is a breach of this agreement and Occupant assumes all risk of loss, damage or theft to stored property that would be covered by such insurance. Occupant acknowledges that insurance is available from independent insurance companies for damage to Occupant's property and for liability imposed on Occupant in this Agreement.

15) **Release and Indemnity.** Occupant expressly hereby releases Owner from any and all liability for loss, Damages to Occupant's property or bodily injury arising out of water leakage, burst pipes, theft, fire, vermin or other causes hazards. Nor shall Owner be liable to Occupant for any

loss, damages or bodily injury that may be occasioned by or through the act or omission of other Occupants of the facility in which the premises herein

leased is located. Occupant further agrees to indemnify, hold Owner harmless and defend Owner from and

against any damages, costs, and expenses, including attorney's fees, due to any act or omissions by Occupant, its employees, agents, invitees, licensees, and guests, or otherwise arising from Occupant's use of the premises or incurred as a result of Occupant's breach of this Agreement.

16) Assignment or Subletting. Occupant shall not sublet or assign all or any portion of the premises of the Agreement, or Occupant's interest therein, without the prior written consent of Owner. Any such attempt to sublet or assign shall constitute a default on the part of the Occupant.

17) Electricity. The Owner, at its option, may provide an electric light in the Lessee's storage unit. Such light, if provided, is for illumination only and cannot be used as an electricity source for other purposes. Electricity for purposes other than illumination may be provided at the Owner's option and is subject to an additional charge. Owner in all cases is not liable for damages resulting from interruption of power.

18) Vehicles. Any vehicle stored will only be allowed in the space allocated and referred to in this Agreement. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tag will be permitted unless otherwise agreed to by the Owner.

19) Abandonment. In the absence of written notice to the Owner to the contrary, if all property is removed from the Space and/or the Occupant is otherwise in default under the terms hereof, or if the Occupant has removed his lock from the Space, the Occupant shall be deemed to have abandoned the space.

20) Attorney's Fees and Costs. In the event of Occupant's breach hereunder, and Owner retains an attorney to represent it in connection with such breach, then Occupant agrees to pay to Owner all reasonable attorney's fees incurred by Owner in connection therewith. If Owner brings legal action in connection therewith, then Occupant shall pay to Owner all costs, expenses, and reasonable attorney's fees in connection therewith.

21) Waiver of Jury Trial. Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of any 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.

22) Binding Lease. This agreement is binding upon the parties hereto and their heirs, successors and Permitted assigns.

23) Subordination. This lease shall be ad is subordinate to the interest of any holder or any mortgage or any other instrument given by Owner to secure any debt or obligation of Owner, whether now existing or hereafter entered into and any modifications, replacements, renewals or extensions thereof and Occupant agrees to execute any instrument which Owner may request to further evidence and/or effect such subordination and appoints Owner as its Attorney-in-Fact to execute any such instrument.

24) Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered or Certified mail, return receipt requested, or when delivered by courier or when transmitted by telex, telecopy or similar electronic medium addressed to the parties at the addresses set forth above (or at such other address as any party may specify by written notice to the other party given as aforesaid).

25) General Provisions. This Agreement may be changed or amended only by a written notice signed by the Owner or Owner's Authorized Agent. The waiver by the Owner of any provision of this Agreement will not be deemed to be a waiver of such provisions in the future or of any subsequent breach of the same or any other provision of the Agreement. Interest will accrue on all sums due at the judgment rate.

26) Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

27) Entire Agreement. The making, execution and delivery of this Agreement by the Occupant has been induced by no representations, statements warranties, or Agreements other than those expressed herein. This agreement embodies the entire understanding of the parties and there are no further or other Agreements or understandings written or oral in effect between the parties relating to the subject matter hereof.

28) Notice of Change of Address. Occupant agrees to give prompt written notice to Owner 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. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address shown on Rental Agreement.

29) Changes. All terms of this agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the occupant may terminate this Agreement on the effective date of change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

This Rental Agreement has been executed and sealed, and the word SEAL adopted by the parties as their respective seals for the purpose hereof, this _____ day of _____ 20____.

Owner: Steinman Storage, Inc.

Occupant:

By: _____ SEAL
(Title: Authorized Representative)

_____ SEAL
(individual)

_____ SEAL
(individual)

OR

_____ SEAL

(Name of Company)

BY:

_____ SEAL

TITLE: _____

_____ Check if Vehicle Addendum Attached.

STEINMAN STORAGE, INC. Recommends you insure your goods during Storage.