# Coppertop Storage, Inc. 3224 S. Main Street Salisbury, NC 28147 (704) 642-0460

This agreement dated <u>2/16/2009</u> between <u>Arthur, Ed</u> (hereinafter referred to as **TENANT**). and **COPPERTOP STORAGE**, **INC**. (hereinafter referred to as **MANAGEMENT**).

**MANAGEMENT** does hereby rent to **TENANT** storage unit number <u>304 - 10 x 10</u> in a building located at <u>3224 S.</u> <u>MAIN STREET SALISBURY, NC 28147</u>, to be used as storage for personal business property for the monthly rate of <u>\$34.00</u> payable on the first day of each month hereinafter. Rental payment is payable in advance.

**MANAGEMENT** acknowledges receipt of \$\_\_\_\_\_, as the first month's rent (which has been prorated to the first day of the next month where applicable). All payments made to **MANAGEMENT** pursuant to the agreement shall be applied first to administrative and late charges, then the balance to accrued and unpaid rent. The agreement shall expire on the last day of each month and automatically renew for one (1) additional month, **SUBJECT TO THE CONDITONS ON THE REVERSE SIDE.** Rental payments made after the fifth (5<sup>th</sup>) of the month are subject to a Ten Dollar(\$10.00) Late Charge. Mailed payments must be post marked by the fifth (5<sup>th</sup>) of the month to avoid the Late Charge. A returned check is subject to a charge of twenty-five Dollars(\$25.00). There is a one time **\$10.00** non-refundable administration fee charged when Tenant signs this lease.

**TENANT** shall give Landlord 10 days written notice to vacate in order to avoid responsibility for the payment of the next month's rent.

TENANT is an active member of the United States Armed Forces: Yes\_\_\_\_\_ No\_\_\_\_\_

**TENANT** acknowledges that **MANAGEMENT** does not carry any insurance which in any what covers any loss whatsoever that **TENANT**may have or claim by renting the storage unit. All property stored in the Storage Unit shall be at Tenant's sole risk. **TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS ON THE REVERSE SIDE AND AGREE TO BE BOUND BY THEM.** 

Executed this the 2/16/2009

#### TENANT INFORMATION

Name of Nearest Relative: \_\_\_\_\_\_Relative Phone#: \_\_\_\_\_

Tag#:\_Make/Model:\_\_\_\_\_\_Driver's License #:\_\_\_\_\_

Home Phone: (704) 555-1234 WorkPhone:\_\_\_\_

Tenant: Ed Arthur Password: 1234

Address: 3218 S Main St Salisbury, NC 28147

#### TENANTS STORE GOODS AT THEIR OWN RISK

I UNDERSTAND THAT THE **LESSOR** IS A LANDLORD RENTING SPACE FOR THE **TENANT**'S SELFSERVICE USE AND IS NOT A BAILOR OR WAREHOUSE MAN IN THE BUSINESS OF STORING GOODS FOR HIRE. I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE COMPLETED RENTAL AGREEMENT AND THAT I UNDERSTAND THAT THE PROVISION THAT STATES THE LESSOR IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO PROPERTY IN MY STORAGE SPACE.

ABANDONED ITEMS

I AGREE TO PAY A MINIMUM OF 50.00 OR THE ACTUAL COST IF GREATER THAN \$ 50.00 FOR THE REMOVAL OF ABANDONED ITEMS FROM MY UNIT.

### INSURANCE IS TENANT'S RESPONSIBILITY

I UNDERSTAND THAT THE LESSOR DOES NOT PROVIDE INSURANCE COVERAGE ON ANY PERSONAL PROPERTY IN MY STORAGE SPACE. I HAVE BEEN GIVEN A BROCHURE WHICH EXPLAINS THE OPTIONAL CUSTOMER STORAGE INSURANCE THAT IS AVAILABLE.

I HAVE READ AND AGREE TO ALL OF THE ABOVE PROVISIONS.

(Signature) DATE: 2/16/2009 (CopperTop Agent)

## **CONDITIONS**

1. Tenant further covenants with Landlord that at the expiration of terms of this lease, peaceable possession of the premises shall be given to the Landlord, in as good condition as they are now, normal wear, inevitable accidents and loss by fire expected; and the tenant agrees not to let, sublet, or assign the whole or any part of the premises without written consent from the Landlord. Tenant agrees not to affix shelving or other articles to the walls, ceiling or doors. Tenant must provide his or her own lock and keep unit locked at all times, using one lock per unit doors hasps.

2. Tenant shall not place or keep in or on the premises explosives, inflammable liquids, contraband or other goods prohibited by law and agrees to abide by any rules promulgated by Landlord governing the use of these premises. Tenant shall not permit damages to the premises and shall indemnify and hold Landlord harmless from any claim or cause of action arising out of Tenant's use of the premises. Tenant assumes responsibility for any loss or damages to property stored by tenant in the premises and may or may not elect to provide insurance coverage for the same. LANDLORD DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF THE TENANT, WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR PREMISES AND EXPRESSLY RELEASES LESSOR FROM ANY LOSSES AND/OR DAMAGES TO SIAD PROPERTY CAUSED BY FIRE, THEFT, WATER, RAIN STORMS, TORNADO, EXPLOSION, RIOT, RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFUL ENTRY, OR ANY OTHER CAUSE WHATSOEVER, NOR SHALL LESSOR BE LIABLE TO TENANT AND/OR TENANT GUEST OR INVITES FOR ANY PERSONAL INJURIES SUSTAINED BY TENANT AND/OR TENANT GUEST OR INVITES FOR ANY PERSONAL INJURIES SUSTAINED BY TENANT AND/OR TENANT GUEST OR INVITES FOR ANY PERSONAL INJURIES SUSTAINED BY TENANT AND/OR TENANT GUEST OR INVITES WHILE ON OR ABOUT THE LANDLORD'S PREMISES.

3. All leases expire the last day of each month. The Landlord may terminate said lease at his option if Tenant is not in full compliance with the terms of the lease, subject to Landlord's approval. TENANT'S FAILURE TO VACANT THE PREMISES ON THE LAST DAY OF THE MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.

4. Tenant agrees to give Landlord the (10) days written notice of this intention to vacate unit. There are NC PRORATED RENT REFUNDS in the event the unit is vacated before the last day of the month, If the unit is vacated on or after the first of the month, a full month's rent is due.

5. Rental payments are due on the first (1<sup>st</sup>) of each month. Payments made after the fifth (5<sup>th</sup>) of the month are subject to a Ten Dollar (\$10.00) late charge. Mailed payments must be post marked by the fifth (5<sup>th</sup>) of the month to avoid Late Charge. If rental payments are not paid in full within five (5) days of the due date, including Late Charge, and/or Returned Check charge, the Landlord may, at his option, declare the Tenant in default. No notice need be given of default LANDLORD DOES NOT SENT OUT BILLINGS FOR MONTHLY RENTAL CHARGES.

6. The Landlord may, at his option, take possession of the goods in the Storage Unit on or after the sixth (6<sup>th</sup>) of the month if rental is not received by that date. Taking possession of the goods shall consist of over-looking the Storage Unit door to prevent Tenant's access to the Storage unit until a rental late fees and miscellaneous charges are paid in full.

7. The personal property in Storage Unit may be sold to satisfy the lien if Tenant is in default. The administrative charges for this is \$50.00. Landlord shall have a lien on personal property stored within each Storage Unit for rent, labor, or expenses reasonable incurred in the sale, pursuant to chapter 44-A of North Carolina General Statutes. All moving, storage, and/or sales cost associated with sale of goods shall born by Tenant. ANY AGREEMENT BETWEEN TENANT AND LANDLORD TO EXTEND PAYMENT DATES OR DEFER SALE OF GOODS MUST BE IN WRITING AND SIGNED BT BOTH LANDLORD AND TENANT TO BE BINDING.

8. The landlord may, at his option, REMOVE THE TENANTS LOCK AT TENANTS EXPENSE TO APPRAISE STORED GOODS FOR SALE if rent is not paid by the fifteenth (15<sup>th</sup>) of the month and unit padlocked by the Landlord. If rental account is brought current the Landlord shall remove his lock. IT IS TENANTS RESPONSIBILITY TO REPLACE HIS LOCK AT THE TIME OF PAYMENT TO INSURE THE SECURITY OF HIS STORAGE UNIT AND TO SECURE HIS STORAGE UNITY BY A LOCK (only one lock per unit door hasp). AT ALL TIME, LANDLORD WILL NOT SUPERVISE USE OF UNIT IN ANY WAY. THE SAFETY OF ITEMS STORED BY THE TENANT IS THE RESPONSIBILITY OF THE TENANT.

9. In the event Landlord is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Tenant agrees to pay in addition to the sums due hereunder, an additional amount as and for attorney's fees and cost incurred.

10. Landlord will have the right in the event of an emergency to enter the premises using whatever reasonable force is necessary.

11. A returned check is subject to a charge of Twenty-five Dollar (\$25.00) which charge shall be considered part of the rental. Unit shall be overlocked by Landlord until amount of check and returned check charged is satisfied in full.

12. The monthly Rental rate, deposit amount (if any) late charge and returned check charge are each subject to increase on the first  $(1^{st})$  day of each month. Tenant shall be given thirty (30) days written notice of any such increase and this Lease shall be deemed to be altered if the Tenant continues his occupancy beyond the effective date of the increases. Notices shall be deemed given when Landlord deposits first-class mail, postage prepaid to Tenant at address given on the lease. Tenants shall apprize Landlord of any change in his/her mailing address in writing within twenty (20) days of such change. A new lease does not have to be executed for new increase.

13. Any rights granted herein to Management may be exercised by Management's Rental Agent or other representative or agent.

14. The covenants herein contained shall extend to and binding upon the parties hereto, their heirs, executors, administrators and assigns.

15. This agreement shall be governed by laws of the State of North Carolina.