

Zebulon Road Storage, LLC
Physical Address - 2204 Zebulon Road, Zebulon, NC 27597
Billing Address – 2637 Jack Mitchell Road, Zebulon, NC 27597
Office (919) 269-2295 Fax (919) 269-2296

RENTAL AGREEMENT

SPACE AND RENTAL INFORMATION:

Rental Agreement Date: _____
Space #: _____
Monthly Rent: \$ _____

FEES:

Late Fee: 15% of the monthly rent
Returned Check Fee: \$25.00
Cleaning Fee: \$ 50.00

OCCUPANT INFORMATION:

Occupant Name: _____
Address: _____
City/State/Zip: _____, _____
Telephone (Home): _____
Cell: _____
E-mail: _____

ALTERNATE INFORMATION:

Please provide the name and address of another person in addition to yourself to whom any notices may be sent.
Alternate Name: _____
Address: _____
City/State/Zip: _____, _____
Phone: _____
Relationship to Occupant: _____

EMERGENCY CONTACT:

Name: _____
Address: _____
City/State/Zip: _____, _____
Phone: _____

AUTHORIZED USERS:

(Those listed above shall entitle Lessor to provide gate code if necessary. User does not have Tenancy rights.)

DESCRIPTION OF PROPERTY TO BE STORED: _____

If Occupant's Property includes a vehicle, please provide description, tag # and VIN # (if no vehicle is stored write "N/A" & initial):
_____ initials _____ Insurance _____
Policy# _____ Agent _____

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, Zebulon Road Storage, (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 known as Zebulon Road Storage, located in Wake 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.

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 first day 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 within five days after 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, and money order. 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. Do not sign it until you have read 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: LESSOR:

Signature of Occupant or Occupant's authorized agent Signature of Lessor's Agent (and title, if any)

_____ Date _____
Printed name of individual signing _____

2. INSURANCE: Occupant acknowledges and agrees that Lessor does not provide and shall not provide any insurance against any injury or damage to Occupant, Occupants guests, invitees, agents, representatives and employees, nor any of the contents of Occupant's unit regardless of Lessorship of the contents. If Occupant deems it necessary, Occupant, at Occupant's expense, shall secure its own insurance to protect itself and its property against all perils of whatsoever 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 to stored property that would be covered by such insurance. Insurance carried by the Lessor shall be for the sole benefit of the Lessor and Occupant shall make no claim whatsoever against Lessor's insurance. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Lessor in the event of loss or damage of any kind or from any cause.

3. 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.

4. LESSOR'S LIEN: 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 44-A-46, NORTH CAROLINA REVISED STATUTES.

OCCUPANT AGREES THAT PAYMENTS RECEIVED AFTER THE 5th DAY OF THE MONTH ARE SUBJECT TO A LATE FEE OF 15% of monthly rent. Any account thirty (30) or more days delinquent will be assessed an amount set forth above as a 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.

5. USE AND COMPLIANCE WITH LAW: The space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, perishable, noxious, corrosive, and hazardous or pollutant materials or any other goods in the space, which would cause danger or nuisance to the space, adjoining units or to the facility. The Occupant agrees that neither the space, nor any part of the facility, will be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code. Occupant shall maintain its unit in a good, clean condition and agrees not to commit waste, nor to create a nuisance or condition that would be disruptive or disturbing to other Occupants or Lessor. Occupant shall not alter or affix signs on the space, and will keep the space in good condition during the term of the Agreement. The Occupant agrees not to store jewels, furs, antiques, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Occupant. The Occupant hereby waives any claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or on the Property.

Lease Prepared by Site Manager: S.T. Perry