

OUTSIDE STORAGE Month to Month LEASE STORAGE THIS AGREEMENT made this Day of March 1, 2022 by
and between **Mineral Springs Storage, LLC's**

Outside Storage Facility, herein called "**Owner**," and, herein called "Tenant."

Tenant's Address: _____ City: _____ State: NC Zip: _____

Tenant's Phone: _____

EMERGENCY CONTACT Name: RELATIONSHIP

Contact's address: _____ City: _____ State: _____

Contact's Phone: _____

Property being stored: Truck _____ Spot# _____ Length: _____ Make: _____
Model: _____ Registration # _____ Tag Expiration Date: _____ State: _____

Owner hereby agrees to rent space to Tenant in the outside storage facility located at: **3124 S Potter Road Mineral Springs, NC 28108** under the following terms and conditions:

TERM. This agreement is entered into by and between **Mineral Springs Storage, LLC's** Outside Storage Facility and its agents, hereinafter called Owner, and the above stated Tenant. Said outside space is to be occupied and used for the purposes specified herein beginning on the _____th Day of _____, 2022, and continuing until terminated or revised. Owner reserves the right to revise any part of this Lease with one (1) month advance notice to Tenant. Said revised Lease shall not require Tenants signature to become effective.

OCCUPANCY CHARGES. Tenant shall pay Owner all of the following mandatory charges:

- **RENT:** Tenant shall pay Owner MONTHLY rent in the amount of \$(to be determined) to the Owners address 2107 Monarda Way Waxhaw NC 28173, without notice, demand, deduction or offset. Rent for the first month of occupancy will be prorated on a daily basis. There will be no proration for the last month of occupancy.
- **LATE CHARGE:** If Tenant does not pay in full any monthly payment before close of business on the 5th day of the month; Tenant shall pay Owner a 5% or \$15.00 late charge, whichever is greater, for each delinquent installment. It is our policy to deduct late charges from any payment received late and credit the balance to rent.
- **RETURNED CHECKS:** If any of Tenants checks are returned for any reason, Tenant shall pay Owner, on demand, a service charge of \$35 for each returned check.
- **Use:** Tenant agrees that the use for this space must be approved by the Owner. The space is for storage only and there shall be no repairing, maintenance, or cleaning of stored items on the premises.
- **LIEN SALE PREPARATION FEE:** Tenant shall pay a \$125 lien sale preparation fee to Owner any time Tenant's account is in continuous default for a period of thirty (30) days.
- **PAYMENT OPTIONS:** Tenant payment portal link will be emailed to the Tenant when the application is approved.

DEFAULT. Owner shall have a lien on all personal property stored in Tenants space or on the proceeds of said personal property in Owners possession. Said lien attaches as of the date such personal property is brought to the self-storage facility.

Tenant's initial _____

NOTICE: If you fail to make your required payments, you will have to vacate the space or your property may later be sold at a public sale. Before the sale, you will be notified by certified first-class mail of the total amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you. If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default and Owner will take the following actions.

- **FAILURE TO PAY:** Upon the failure of the Tenant to pay rent within five (5) days of when it becomes due, the Owner may, without notice, "over-lock" said unit thereby denying the Tenant access to the personal property located in the outside space and pursue all other remedies afforded to Owner pursuant to North Carolina law.
- **Default:** On the 30th Day of continuous default, or there after, Owner may enforce it's lien on the personal property stored in the space pursuant to North Carolina statutes for ; rent, late charges, labor, damages, cleaning fees, charges for checks returned to owner, postage amounts for mail (ordinary, registered and certified) 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. Owner may open the locks on tenant property and may remove any and all personal property located within said unit for the purpose of selling same. Owner will first attempt to sell and 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 Owner.
- **CANCELATION:** Owner may cancel this Lease without cause.
- **EVICTIION:** Owner may evict Tenant by appropriate legal procedure.
- **TIMELINESS:** Owner may accelerate and collect all past, present, and future rent and other sums due under this Lease.
- **CIVIL REMEDIES:** Owner may pursue civil remedies against Tenant for collection of past due amounts. Tenant shall be responsible for reasonable collection and/or attorney fees and disbursements incurred.
- **LOCKING OF PROPERTY.** Tenant shall lock up all property stored within the space provided. In the event the property remains unlocked, the Owner shall have the right to secure the unit with a lock of its own. Tenant shall not abandon the leased premises at any time during the term of this agreement. If Tenant shall abandon said premises or be dispossessed by the process of law, or otherwise, then Owner shall have the right to take immediate possession of and re-enter said premises. Tenant is responsible for rental to end of the lease term even if Tenant's Property has been abandoned and re-rented by Owner.

USE. The outside numbered spot may be used only for storage and must be approved by the Owner or the authorized person(s) listed above.

NO HUMAN MAY INHABIT, and no animal(s) may be kept on the outside space. Tenant may not operate any business, produce any goods or provide any services at the outside storage facility. Tenant shall immediately dispose of all trash, rubbish, and refuse. Nothing may be stored outside of the leased space. Tenant shall not generate, release, store, or dispose of in or around the unit any flammable, corrosive, organic, biological, chemical, odorous, noxious, or other dangerous or hazardous materials. Tenant shall comply with all municipal, state, and federal laws and regulations affecting its use of the space. Tenant shall indemnify, defend, and hold Owner harmless from any and all claims, damages and expenses (including attorneys and their associated fees and investigative, remedial and response costs arising out of

Tenant violation of this paragraph 5. Any violation of these terms or provisions shall constitute a default under this Lease.

RULES. Tenant shall comply with any and all reasonable rules established from time to time by Owner.

NOTICES. All notices, demands or requests by either party shall be in writing and shall be sent by U.S. Mail to the parties at the addresses set forth in the heading of this Lease. Either party may change such address by the giving of notice in conformity with this paragraph 7. For the purposes of Owners lien, "Last known address" means that address subsequent written notice of change of address.

CONDITION AND ALTERATION OF SPACE. Tenant has inspected the space and accepts it "as is" Tenant shall immediately notify Owner of any fire (or other casualty), defects or dangerous conditions. Tenant shall keep the leased space in good order and condition, and shall pay for any and all repairs to the space, units, or the self-storage facility arising out of the negligence or willful misconduct of Tenant, its agents, employees, licensees, invitees, or contractors. Tenant shall not attach anything to any part of the property.

THIRD PARTY INTEREST. Tenant certifies it has furnished Owner with a list of names and addresses of all third parties who may own, lease, have a security interest in, or lien upon, any personal property stored on the space. The list shall specify each item of personal property and shall identify the third party who owns, leases or has an interest in it. Tenant shall indemnify, save and hold Owner and its agents harmless from and against any and all causes of action due to the sale and/or other disposition by Owner of items of personal property stored in the unit leased by Tenant in which third parties hold a lien or have any legal interest whatsoever.

ASSIGNMENT: SUBLETTING. Tenant shall not assign this Lease, or sublet all or any part of the space, without Owners prior written consent.

INSURANCE. Tenant assumes ALL RESPONSIBILITY for any loss or damage to property stored by Tenant in the space and may or may not elect to provide insurance coverage for the same. **OWNER DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF TENANT WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY TENANT AND EXPRESSLY RELEASES OWNER FROM ANY LOSSES, CLAIMS, SUITS AND/OR DAMAGES OR RIGHT OF SUBROGATION FOR LOSSES TO SAID PROPERTY CAUSED BY FIRE, THEFT, WATER, RAIN STORMS, TROPICAL STORM, HURRICANE, TORNADO, EXPLOSION, RIOT; RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFUL ENTRY OR ANY OTHER CAUSE WHATSOEVER, NOR SHALL OWNER BE LIABLE TO TENANT AND/OR TENANT'S GUEST OR INVITEES FOR ANY PERSONAL INJURIES SUSTAINED BY TENANT AND/OR TENANT'S GUEST OR INVITEES WHILE ON OR ABOUT OWNER'S PREMISES.**

FIRE; CONDEMNATION. If fire or other casualty causes damage to the self-storage facility or the self-storage facility is totally or partially taken by way of eminent domain, Owner may terminate this Lease on written notice to Tenant and, upon such termination, all rent and other sums owing hereunder shall be paid up to the date of the damage or taking.

SUBORDINATION. This Lease is subject and subordinate to any and all present or future ground leases and mortgages affecting the unit or the self-storage facility.

WAIVER. Owner's acceptance of any total or partial payment or rent or other sum due hereunder shall not be a waiver of any of Owner's rights or remedies.

INSPECTION. Owner reserves the right to inspect all property left on space, and may inspect the contents of items left on the space based on reasonable notice to Tenant, except in cases of emergency, when Owner may enter and inspect the space at any time without notice to Tenant.

NO BAILMENT. This Lease shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of lessor/lessee. Owner is not responsible for the safekeeping of the personal property stored in the space and is not responsible for any damage to the personal property.

INDEMNIFICATION. Tenant agrees to indemnify, hold harmless and defend Owner from all claims, demands, and lawsuits (including attorneys' fees and costs) that are brought by others arising out of the Tenant's use of the space or the storage facility. Tenant's indemnity obligation includes, but is not limited to, claims for Owner's active or passive negligence.

WAIVER OF JURY TRIAL. Owner and Tenant waive their respective rights to trial by jury of any action at law or equity brought by either Owner against Tenant, or Tenant against Owner or Owner's agents or employees, arising out of, or in any way connected to, this rental agreement, Tenant's use of the storage space or this storage facility. This waiver applies to any claim for bodily injury; loss of or damage to property, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any of Tenant's agents, guests or invitees.

ENTIRE AGREEMENT; GOVERNING LAW. This Lease is the entire agreement between Tenant and Owner and may not be changed or ended orally. This Lease shall be governed by North Carolina Law. In the event the Owner 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 costs incurred.

BINDING AGREEMENT. This Lease is binding upon, and shall inure to the benefit of, Owner and Tenant and their respective heirs, legal representatives, successors and assigns.

INVALIDITY. If one or more of the provisions of this Lease are deemed to be illegal or unenforceable, the remainder of this Lease shall be unaffected and shall continue to be fully valid, binding and enforceable. Tenant acknowledges that he/she has read, understands and agrees to be bound by the terms and conditions of this agreement as of the date specified in Paragraph 1 above.

I, the tenant, understand that Mineral Springs Storage, LLC and/or its management:

INITIAL

- _____ A. Is not responsible for loss or damage to my property.
- _____ B. Does not provide insurance for my stored property
- _____ C. Requires that I provide my own insurance coverage or be uninsured (personally responsible for any loss.)
- _____ D. Have provided a complete rental agreement and that I understand the provision that states the lessor is not responsible for the loss or damage to property in my storage space.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND HAVE A COPY FOR MY USE, RECORDS AND PROTECTION.

Accepted and Agreed to this _____ day of _____, 2021

_____ TENANT

_____ John Maida Sole Member for Mineral Springs Storage, LLC