

SOUTHPORT MINI STORAGE **RENTAL AGREEMENT**

THIS AGREEMENT is made on this _____ day of _____, 202__ (the "Effective Date"),

BETWEEN

SOUTHPORT MINI STORAGE, (the Owner"), located at
1620 HOWE STREET, SOUTHPORT, NC , 28461

AND

NAME _____ (the "Renter"), located at
ADDRESS _____
PHONE, _____
EMAIL, _____

UNITS ARE NOT CLIMATE-CONTROLLED

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree to enter into this contract on the terms and conditions set forth below.

1. STORAGE SPACE:

The Owner leases to the Renter the self-storage unit # _____ (the "Premises").

The Premises will be utilized solely for the purpose of storing personal items, household goods, and business property, excluding any hazardous or illegal materials.

PROHIBITED ITEMS:

Toxic materials or Chemicals
Flammable Items
Illegal Items
Animals
Cars, boats or vehicles

PROHIBITED ACTS:

Welding

Painting

Washing/repairing vehicles

On-site sales

Manufacturing or assembling

2. TERM:

The lease term of this Agreement will commence on _____, 20__ and will continue ON A MONTHLY BASIS until AGREEMENT IS TERMINATED.

Price increases may be imposed every 6 months as deemed necessary by the owner.

This Agreement may be terminated earlier pursuant to the provisions detailed further in this Agreement.

The minimum lease is for a period of 6 months.

3. RENT:

The monthly rent for the Premises is \$_____, payable on the first day of each calendar month. This amount does not include any taxes, fees, or other charges that may be levied by governmental authorities, OR LEGAL INSTITUTIONS including banks.

Rent is considered LATE after the 5th of the month. A \$10 per month late fee will be assessed after the 5th of the month.

If the lease starts after the first day of the month, the first month's rent will be prorated based on the number of days remaining in that month.

Payments may be made with Credit cards, cash or checks. Payments may be made via mail, automated credit card monthly charge (on the 5th of each month) or in person at any Vision Square Office.

4. SECURITY DEPOSIT:

Upon execution of this Agreement, the Renter will deposit with the Owner the sum of **\$20** as security for the Renter's faithful performance of all terms, conditions, and covenants of this Agreement. This deposit will be returned to the Renter, less any deductions for unpaid rent, damages beyond normal wear and tear, or any other amount due to the Owner under this Agreement, within **30** days after termination of this Agreement.

5. USE OF PREMISES:

The Renter will use the Premises exclusively for the storage of personal property. The Renter will comply with all federal, state, and local laws and rules, as well as any specific rules set forth by the Owner, affecting the use and condition of the Premises. THERE SHALL BE NO HABITABLE OCCUPANCY OF THE SPACE BY HUMANS OR PETS OF ANY KIND FOR ANY PERIOD WHATSOEVER AND VIOLATION OF THESE PROVISIONS SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE AGREEMENT.

6. CONDITION OF PREMISES:

The Renter acknowledges that, at the commencement of this Agreement, the Premises are in a clean, safe, and good state of repair and condition. The Renter will keep the Premises in a similar state, maintaining cleanliness, safety, and good condition.

Upon termination of lease, Occupant shall leave the Premises in “BROOM SWEEP” / “SWEPT CLEAN” condition.

7. ALTERATION OF PREMISES

Occupant shall make no alterations or improvements to the space without prior consent of the owner. Should occupant damage or depreciate or make alterations to the space, all costs to restore the space to its prior condition shall be borne by the occupant.

8. INSURANCE:

Renter will maintain personal property insurance covering all property stored in the Premises. *Owner will not be responsible for any loss to such property.*

9. DEFAULT:

If Renter fails to comply with any material provision of this Agreement, or of any present rules and regulations governing the Premises, Owner may terminate this Agreement upon providing proper notice to Renter.

10. TERMINATION:

Upon the termination of this Agreement, Renter will remove all personal belongings from the Premises. Any belongings left will be disposed of by the Owner at Renter's expense. Premises should be left in “broom swept” condition.

11. ABANDONMENT

This agreement shall automatically terminate if the Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant has removed the locking device from the Space and is not current in all obligations hereunder or lock is cut after default is determined, in Owner's discretion, that items have little or no value. Any property left in the Space may be disposed of by the Owner.

12. PERSONAL INJURY

Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant invitees, family, employees agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

13. OWNERS RIGHT TO ENTER

In cases where Owner considers it necessary to enter space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, Occupant agrees that Owner or Owner's representative, shall have the right without notice to enter into and upon the space and Owner reserves the right to remove contents to another space.

13, ASSIGNMENT AND SUBLETTING

Occupant shall not assign this agreement or sublet the whole or any portion of the space renter hereunder.

13. SUCCESSION

This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.

14. GOVERNING LAW:

This Agreement is governed by and construed in accordance with the laws of the state of North Carolina.

15. HAZARDOUS MATERIALS:

The Renter shall not store any hazardous or toxic materials on the Premises. If hazardous materials are found on the Premises, Renter will be held responsible for all costs associated with proper disposal of the material and any related cleanup.

16. ACCESS BY OWNER:

The Owner shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises, making necessary repairs, or to enforce any provision of this Agreement.

17. SECURITY:

The Renter shall provide, at its own expense, a locking device for the Premises. The Owner does not maintain a master key and is not responsible for the loss of items from the Premises due to theft.

18. INDEMNITY:

The Renter agrees to indemnify and hold harmless the Owner from and against any and all claims, damages, or causes of action for damages arising out of the Renter's use of the Premises, and from and against all costs, attorney's fees, expenses, and liabilities incurred by Owner in defense of any such claims.

19. NOTICES:

Any notice given under this Agreement shall be in writing and shall be served by personal delivery or by mail to the parties at their respective addresses set forth in the preamble of this Agreement, or at such other addresses as the parties may later designate in writing.

20. WAIVER:

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

21. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this STORAGE RENTAL AGREEMENT as of the Effective Date.

OWNER:

Signature: _____

Name: _____

Title: _____

Date: _____

RENTER:

Signature: _____

Name: _____

Title: _____

Date: _____