

**RENTAL AGREEMENT**

**CHERRY ROAD SELF STORAGE**

1022 HEARN STREET  
ROCK HILL, SC 29732  
PHONE: (803) 366-3356

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between CHERRY ROAD SELF STORAGE, the OWNER, and \_\_\_\_\_, the OCCUPANT, whose last known address is: \_\_\_\_\_

*YOU HAVE THE RIGHT TO CHOOSE WHETHER YOU WANT TO RECEIVE ANY NOTICE OF DEFAULT BY MAIL OR ELECTRONIC MAIL. WHEN CHOOSING ELECTRONIC MAIL, YOU WAIVE ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OR MAIL.*

TO CHOOSE NOTICE BY MAIL TO THE ADDRESS WRITTEN ABOVE, SIGN HERE: \_\_\_\_\_ (OCCUPANT signs on this line to receive notice by mail.)

TO CHOOSE NOTICE BY ELECTRONIC MAIL, SIGN HERE AND PRINT YOUR ELECTRONIC MAIL ADDRESS:

\_\_\_\_\_(OCCUPANT signs on this line to receive notice by electronic mail.)

\_\_\_\_\_(If OCCUPANT selects to receive notice by electronic mail, on this line OCCUPANT must print the electronic mail address for OWNER to use in sending notice.)

**CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE OWNER.**

For the consideration provided for in this AGREEMENT, the OWNER agrees to let the OCCUPANT use and occupy a space in the self-service storage facility, known as CHERRY ROAD SELF STORAGE, located in the City of Rock Hill, State of South Carolina, and more particularly described as follows Space # \_\_\_\_\_.

The Space is to be occupied and used for the purposes specified in this AGREEMENT and subject to the conditions set forth beginning on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and continuing month to month until terminated.

"Space", as used in this AGREEMENT, means that part of the self-service storage facility as described above. The OCCUPANT agrees to pay the OWNER, as payment for the use of the space and improvements on the space, the monthly sum of \$\_\_\_\_\_. Monthly installments are payable in advance on or before the \_\_\_\_ day of each month, in the amount of \$\_\_\_\_\_, and a like amount of each month after that, until the termination of this AGREEMENT.

When rent is seven calendar days past due, or if any check given in payment is dishonored, OCCUPANT is considered to be in default and the OWNER may deny access to the personal property located in the self-service storage facility. **THIS IS THE OCCUPANT'S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT.**

The space named in this agreement 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 highly inflammable goods or any other goods in the space which would cause danger to the space. The OCCUPANT agrees that the property will not be used for any unlawful purposes and the OCCUPANT agrees not to commit waste, nor alter, nor affix signs on the space, and will keep the space in good condition during the term of this agreement.

UPON DEFAULT BY THE OCCUPANT THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY RENT IS SEVEN CALENDAR DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.

For purposes of OWNER'S lien: 'personal property' means movable property, not affixed to land and includes, but is not limited to, goods, merchandise, and household items; 'last known address' means that address provided by the OCCUPANT in the latest rental agreement or the address provided by the OCCUPANT in a subsequent written notice of a change of address. The OWNER'S lien attaches as of the date the OCCUPANT is considered in default.

OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO PROVIDE SUCH INSURANCE.

In addition to the statutory disclosures listed above, the OCCUPANT agrees to comply with the following additional contractual obligations set forth below and continued on the reverse side of this AGREEMENT.

- LATE PAYMENT CHARGE:** If any monthly installment is not received within ten (10) days of the due date a late charge of \$10.00 will be assessed and unit will be overlocked.
- RETURNED/DISHONORED CHECK CHARGE:** If any payment for rent is returned or dishonored a fee of \$25.00 will be assessed.
- LIEN NOTIFICATION CHARGE:** If any payment for rent is not received within fourteen (14) days of the original date an additional \$25.00 fee will be assessed as additional rent to offset the additional clerical and administrative expenses incurred by the OWNER.
- LIEN SALE ADVERTISEMENT CHARGE:** If any payment for rent or other assessed service charges is not paid within fifty (50) days of the original due date a \$50.00 fee will be assessed as additional rent to offset the additional clerical and administrative expenses incurred by the OWNER to advertise the contents of the Space for Lien Sale or disposal.
- LOCK CUTTING CHARGE:** If the OWNER cuts a lock to process the contents of the Space for Lien Sale or if the OCCUPANT loses their key a \$30.00 fee will be assessed.
- MONTHLY INVOICE CHARGE:** If OCCUPANT elects to receive monthly invoices via U.S. Mail a \$1.00 charge will be added to OCCUPANT'S base monthly rent.
- DAMAGE TO SPACE OR SELF-SERVICE STORAGE FACILITY:** If OWNER determines the OCCUPANT damages the Space or Self-Service Storage Facility, the OCCUPANT will be responsible for any damages.
- TERMINATING THE AGREEMENT:** Either party may terminate this AGREEMENT by notifying the other, in writing, at least fifteen (15) days prior to the termination date. OWNER may terminate this AGREEMENT without cause by giving OCCUPANT thirty (30) days written notice prior to termination date.
- NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage facility by OCCUPANT is at OCCUPANT'S sole risk. Except as otherwise specifically provided in this rental AGREEMENT, the exclusive care, custody, and control of any and all personal property stored in the Space shall remain vested in OCCUPANT. OWNER does not become a bailee of OCCUPANT'S personal property by the enforcement of OWNER'S lien. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
- COMPLIANCE WITH LAW:** OCCUPANT shall not store personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
- INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the self-service storage facility.
- WAIVER OF SUBROGATION:** OCCUPANT agrees to waive its rights and the rights of its insurance company for any claim for loss or damages against the OWNER.
- NON-LIABILITY OF OWNER FOR LOSS, DAMAGES OR PERSONAL INJURY:** This AGREEMENT is made on the express condition the OWNER is to be free from all liability and claim for loss, damages, or personal injury by OCCUPANT or OCCUPANT'S family members, invitees, employees or agents, including, but not limited to, damage or loss to stored personal property or personal injury incurred while in, upon or in any way connected with this self-service storage facility, except for damage or loss to stored personal property or personal injury caused by an affirmative act of the OWNER or OWNER'S agent. If a court of law having competent jurisdiction determines that damage or loss to stored personal property or personal injury occurred as the result of an affirmative act of the OWNER or OWNER'S agent the maximum amount of any monetary damages, punitive or otherwise, including, without limitation attorney's fees, shall be limited to the sum of \$100.00.
- INSURANCE OBLIGATION OF OCCUPANT:** Insurance carried by the OWNER shall be for the sole benefit of the OWNER. By placing his initials on the margin here, OCCUPANT acknowledges and agrees all personal property is stored at the OCCUPANT'S sole risk. The OCCUPANT shall make no claim whatsoever against the OWNER or the OWNER'S insurance carrier. OCCUPANT is advised to secure his own insurance covering the full replacement cost of all stored personal property against all perils, including, but not limited to, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, power failures or acts of God. OCCUPANT has the right to be self insured, but assumes full risk for damage or loss to stored personal property.
- INSPECTION:** OCCUPANT has been afforded an opportunity to inspect the self-service storage facility, and by placing his initials in the margin here, acknowledges and agrees that the Space and the common areas of the self-service storage facility are satisfactory for OCCUPANT'S storage purposes, including the safety and security thereof, for which OCCUPANT shall use the Space or the common areas of the self-service storage facility. OCCUPANT shall be entitled to access the Space and the common areas of the self-service storage facility only during such hours and on such days as are regularly posted within the self-service storage facility.
- AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE:** By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees (a) that this AGREEMENT has been reviewed and negotiated, and that OCCUPANT has had the opportunity to consult with legal counsel of his choosing prior to execution of this AGREEMENT, (b) to all of the terms and conditions of this AGREEMENT, (c) to the provisions printed on the reverse side of this AGREEMENT, and, if applicable, (d) to the provisions included on any addendums incorporated into this rental transaction. OWNER and OCCUPANT agree that all such provisions constitute a material part of this AGREEMENT and are hereby incorporated by reference, including the reviewing of all **bold-faced** items. OCCUPANT acknowledges receipt of the rules and regulations of this self-service storage facility, a true and exact copy of this AGREEMENT, and, if applicable, any addendums incorporated into this rental transaction.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

Any special exceptions or conditions to this Rental Agreement are to be written in the space that follows:

WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this AGREEMENT the day and year first written above.

OWNER

OCCUPANT

BY \_\_\_\_\_

X

TITLE: \_\_\_\_\_

OWNER'S Agent

If a business, give title.

(CONTINUED ON REVERSE SIDE)

17. **HAZARDOUS MATERIAL PROHIBITED:** OCCUPANT shall not cause or permit any hazardous *substance* or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the self-service storage facility by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the self-service storage facility, or if the Space becomes contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this AGREEMENT and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the self-service storage facility and the presence of any hazardous substance results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the self-service storage facility to the condition existing prior to the presence of such hazardous substance.
18. **LOCKS:** At all times during the occupancy, the OCCUPANT will provide, at OCCUPANT'S own expense, a lock for the Space that OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the stored personal property. Although there may be a place on the door of the Space for a second lock, OCCUPANT is only permitted to use a single lock. OWNER has the right, as he deems necessary, or at the request of any governmental authority, to remove the lock by cutting or any other means. In this event, OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S overlock until the OCCUPANT can inspect the personal property and provide a new lock to secure the Space. The OWNER or any authorized governmental agency shall not be held liable for the replacement of any lock that is damaged by forced entry. When the OCCUPANT'S lock is removed by OWNER or any authorized governmental agency, and OWNER'S overlock remains on the Space, said action does not constitute Bailment in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new lock to secure the stored personal property.
19. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains within the self-service storage facility after the expiration or termination of this AGREEMENT shall be deemed to have been abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as their property or disposed of in such manner as OWNER may see fit. The OWNER may also deem, at OWNER'S sole discretion, the personal property abandoned if the OCCUPANT removes the lock from the Space. By contract the OCCUPANT is required to utilize a lock at all times. If said abandoned personal property or any part thereof is sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled. If the OWNER deems the abandoned personal property to have no value, the OWNER may dispose of the personal property at OCCUPANT'S expense in accordance with South Carolina law.
20. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an emergency, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the Space to take action as necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. An emergency, as used in this AGREEMENT, shall be defined as any event which jeopardizes the health, safety and/or well-being of the self-service storage facility and its customers or any appurtenant buildings, land or chattel stored within the self-service storage facility. Following the emergency the OWNER shall promptly notify the OCCUPANT that access to the Space was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
21. **ENFORCEMENT OF OWNER'S LIEN ON STORED PROPERTY OTHER THAN A MOTOR VEHICLE OR WATERCRAFT:** If OCCUPANT has been in default continuously for fifty (50) days, OWNER may enforce its lien, provided OWNER has complied with the required notification and advertising requirements specified under South Carolina law.
22. **ENFORCEMENT OF OWNER'S LIEN ON A STORED MOTOR VEHICLE OR WATERCRAFT:** If OCCUPANT has been in default continuously for sixty (60) continuous days and the property stored is a motor vehicle or watercraft, the OWNER may have the property towed by a towing company licensed pursuant to South Carolina law. If such property is towed, as authorized by South Carolina law, the OWNER shall not be liable for the motor vehicle or any damages to the motor vehicle once the tower takes possession of the property.
23. **ACCESS CONTROL MEASURES:** This self-service storage facility utilizes various access control measures designed to deter unauthorized access to the self-service storage facility. However, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
24. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the self-service storage facility and OCCUPANT hereby acknowledges, as provided in article 15 on the reverse side, the OCCUPANT has inspected the self-service storage facility and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the self-service storage facility or of any personal property stored therein. This AGREEMENT sets forth the entire AGREEMENT of the parties with respect to the subject matter hereof and supersedes all prior AGREEMENTS or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
25. **ACCEPTANCE OF PARTIAL RENT PAYMENTS:** The OWNER has the right to reject or accept any partial payment of rent. OWNER may accept a partial rent payment, while the OCCUPANT is in default, however, the OCCUPANT'S status will remain as in default from the date the payment was due, and such payment will not constitute a waiver of OWNER'S rights to proceed with foreclosure and sale of the stored property as provided by Law. The OWNER reserves the right to require that any past due payment be made in cash, cashier's check, or money order.
26. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the space or any portion thereof. Any attempt to assign or sublease shall be void.
27. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.
28. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this AGREEMENT, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
29. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy, or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the Space is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this AGREEMENT. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law.
30. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the Space for any default or breach of this AGREEMENT by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees that the OWNER has the right to provide a third party collections agency with the OCCUPANT'S contact information to collect rent and/or other charges incurred by the OWNER under this AGREEMENT. The OCCUPANT will also be responsible to pay any associated costs incurred by the OWNER with respect to the engagement of such third party collection agency.
31. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
32. **NUMBER AND GENDER:** Wherever the context of this AGREEMENT appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
33. **CONSTRUCTION:** OCCUPANT agrees this AGREEMENT shall not be construed for or against either OWNER or OCCUPANT.
34. **ELECTRICITY:** Any electrical outlet or device located within this self-service storage facility is for OWNER'S use only.
35. **TEMPERATURE CONTROLLING EQUIPMENT:** All temperature controlling equipment is designed to maintain a temperature below 85 degree Fahrenheit. However, OWNER cannot guarantee the proper operation of temperature controlling equipment at all times. As a result, the OWNER is not responsible for any loss or damages that may be incurred in the event of a power interruption or other malfunction of temperature controlling equipment.
36. **NOTICES:** OCCUPANT shall provide written notice to OWNER of changes to OCCUPANT'S last known address, notice of intent to vacate and any change in the liens and secured interests on OCCUPANT'S stored personal property. Said written notice to the OWNER shall be delivered, (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt or (d) by first class mail, and all such notices shall be sent to the address specified on the reverse side of this AGREEMENT. If option (d) is chosen as the method of providing OWNER such notice, the OCCUPANT must confirm OWNER'S receipt of such notification. Written notice to the OCCUPANT from OWNER, unless required by law, shall be sent by first class mail or by electronic mail to the OCCUPANT'S last known address or last known electronic mail address.
37. **VALUE LIMIT:** OCCUPANT agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees that the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S property, regardless of cause.
38. **MILITARY SERVICE MEMBERS:** As a condition of this AGREEMENT, if OCCUPANT or OCCUPANT'S spouse is on active duty with the uniformed services, including regular and active reserve, or if OCCUPANT or OCCUPANT'S spouse is a Reserve and/or National Guard personnel who have been activated and are on Federal active duty (whether as volunteers or as a result of involuntary activation), and inductees serving with the armed forces, or Reserve components who have received orders to report, from the date of receipt of orders through the date of reporting for military service and beyond, while on active military status, must provide the OWNER a copy of their government issued active duty military orders at the time of rental. If during the term of this AGREEMENT the OCCUPANT or OCCUPANT'S spouse's military service status changes they must disclose the change in writing to the OWNER within ten (10) days. The OWNER will rely on this information to determine the applicability of the Service Members Civil Relief Act (SCRA).
39. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any AGREEMENT or admission by the OWNER that OCCUPANT stored personal property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.
40. **GOVERNING LAW; JURY TRIAL; SEVERABILITY:** This AGREEMENT shall be governed by the laws of the State of South Carolina without regard to its conflict of laws provisions. OWNER and OCCUPANT agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this AGREEMENT, including any action for bodily injury, death or property damage. OWNER and OCCUPANT further agree that the state courts in the county where this self-service storage facility is located shall have exclusive jurisdiction for any litigation related to this AGREEMENT. If any part or provision of this AGREEMENT is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this AGREEMENT shall remain in effect and be valid and enforceable.
41. **AMENDMENT AND CHANGES TO AGREEMENT OR TERMS OF RENTAL:** The OCCUPANT agrees to comply with the terms of this AGREEMENT, and further agrees the OWNER shall have the continuing right to amend the terms of this AGREEMENT, including, but not limited to, changes to the monthly rent, from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time, but no longer than 30 days, following notification of such amendments.
42. **ENTIRE AGREEMENT:** This AGREEMENT sets forth the entire AGREEMENT of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.