

RENTAL AGREEMENT



9400 BOB BEATTY ROAD · CHARLOTTE, NC 28269
PHONE: (704) 599-9350
www.storageandsupplies.com

THIS AGREEMENT, executed in Charlotte, Mecklenburg County, North Carolina,

On this ___ day of ___, 20___, between CROSSTRAX SELF STORAGE, LLC, hereinafter called the OWNER and the:

Form with sections: OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS: (Name, Mailing Address, City, State, Zip, Home Phone, Cell/Work Phone, Driver's License No.); OCCUPANT ELECTS TO RECEIVE E-MAIL NOTICES FROM OWNER; OCCUPANT'S E-MAIL ADDRESS; IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW; IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION; ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION; GATE ACCESS CODE; UNIT/SPACE NUMBER; APPROXIMATE SIZE; MONTHLY RENTAL DUE DATE IS THE ___ DAY OF THE MONTH; RENTAL RATE \$ ___ PER MONTH; MOVE-IN COSTS (First Month's Rent, Performance Deposit, Other, Sales Tax); TOTAL MOVE-IN COST; TYPE OF PERSONAL PROPERTY TO BE STORED; * ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM.

- 1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES, CHAPTER 44A, ARTICLE 4 ENTITLED SELF-SERVICE STORAGE FACILITIES.
2. PREMISES AND RENTAL AGREEMENT: OWNER hereby rents to OCCUPANT, and OCCUPANT rents from OWNER the unit/space, collectively and herein called the "premises" located within the self-service storage facility, hereinafter, "FACILITY", named above.
3. TERM AND TERMINATION: The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis on the same terms and conditions as the previous month, unless and until OCCUPANT has removed his personal property from the premises and has given written notice thereof to OWNER at least ten (10) days in advance of vacating date.
4. RENTAL TERMS: OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement.
5. STATEMENTS AND NOTICES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates.
6. SERVICE CHARGES: By signing this agreement OCCUPANT acknowledges the OWNER shall have the right to assess, and OCCUPANT agrees to promptly pay, service charges, in addition to the monthly rent specified in this agreement.
7. LATE PAYMENT FEE: A late payment fee of 15% of the monthly rental rate may be imposed if rent is received ten (10) or more days late.
8. 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 FACILITY.
9. INSURANCE OBLIGATION OF OCCUPANT: Insurance carried by the OWNER shall be for the sole benefit of the OWNER.
10. 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 to (a) all of the terms and conditions of this agreement, (b) the provisions printed on the reverse side of this agreement, and, if applicable, (c) the provisions included on the titled property addendum.
11. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the FACILITY, and by placing his initials in the margin, acknowledges and agrees that the premises and the common areas of the FACILITY are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas of the FACILITY.

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

OWNER

OCCUPANT

BY _____ OWNER'S Agent

X _____ If a business, give title.

TITLE: _____

(CONTINUED ON REVERSE SIDE)

12. **OWNER'S LIEN:** The OWNER of a self-service storage facility has a lien upon all personal property stored at the facility for rent, expenses necessary for the preservation of the personal property, and expenses reasonably incurred in the sale or other disposition of the personal property pursuant with Article 4. Self-Service Storage Facilities. Chapter §44A-41 et.seq. The lien conferred under this Article arises only when the OWNER acquires possession of the property stored in facility; and it shall terminate when the OWNER relinquishes possession of the property upon which the lien might be claimed, or when the OCCUPANT or any other person having a security or other interest in the property tenders, prior to sale, the amount of the rent, plus the expenses incurred by the OWNER for the preservation of the property.
13. **ENFORCEMENT OF OWNER'S LIEN ON STORED PERSONAL PROPERTY OTHER THAN A MOTOR VEHICLE, WATERCRAFT OR TRAILER:** If rent and other charges for which the lien is claimed under this statute remain unpaid or unsatisfied for fifteen (15) days following the maturity of the obligation to pay rent, the OWNER may enforce the lien by a public sale or other disposition of the stored property provided the OWNER has complied with the statutory requirements specified in the North Carolina General Statutes Chapter 44A. Statutory Liens and Charges Article 4. Self-Service Storage Facilities §44A-43. Enforcement of Self-Service Storage Facility Lien.
14. **ENFORCEMENT OF OWNER'S LIEN ON A STORED MOTOR VEHICLE, WATERCRAFT OR TRAILER:** If rent and other charges related to the storage of a motor vehicle, watercraft or trailer remain unpaid or unsatisfied for sixty (60) days following the maturity of the obligation to pay rent, the OWNER may have the property towed provided the OWNER has complied with the statutory requirements specified in the North Carolina General Statutes Chapter 44A. Statutory Liens and Charges Article 4. Self-Service Storage Facilities §44A-43. Enforcement of Self-Service Storage Facility Lien.
15. **DENIAL OF ACCESS:** If rent or other charges for which the lien is claimed under this Article remain unpaid for one day following the maturity of the obligation to pay rent, the OWNER may deny the OCCUPANT access to personal property located at this FACILITY until the time that all rent and other charges are paid in full.
16. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose, in writing to the OWNER, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
17. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.
18. **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 FACILITY by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OWNER does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the rented premises or the stored contents therein. 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.
19. **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 permitted or suffered by OCCUPANT while within the FACILITY.
20. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
21. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirements, or do any act or cause any act which creates or may create a nuisance and/or hazard.
22. **USE, MAINTENANCE, AND QUIET CONDUCT:** The premises shall be used for approved storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. **The OCCUPANT will not use the premises as a residence,** nor shall OCCUPANT use the premises for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the interior and exterior of the premises. OCCUPANT shall not cause or permit any hazardous *substance* or any corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the FACILITY by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the FACILITY, or if the premises become 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 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 FACILITY, the presence of which results in contamination, OCCUPANT shall promptly, at its sole expense, take all necessary actions to return the FACILITY to its condition previous to the presence of such hazardous substance.
23. **ALTERATIONS AND WASTE:** OCCUPANT shall not make or allow any alterations to the premises. OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises.
24. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will provide, at OCCUPANT'S own expense, a locking device for the premises 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 premises for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any governmental authority, to remove such locking device by cutting or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified by certified mail, either before or after entry. If OWNER or any authorized governmental agency removes OCCUPANT'S locking device, the 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 locking device to secure the premises. The OWNER or any authorized governmental agency shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency, and OWNER'S overlock remains on the premises, 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 locking device to secure the stored personal property.
25. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains within the 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 locking device from the premises. By contract the OCCUPANT is required to utilize a locking device 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 personal property to have no saleable value, the OWNER may dispose of the personal property at OCCUPANT'S expense.
26. **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 premises to take action as necessary or appropriate to protect the 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 FACILITY and its customers or any appurtenant buildings, land or chattel stored within the FACILITY. Following the emergency the OWNER shall promptly notify the OCCUPANT that access to the premises was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
27. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in article 11 on the reverse side, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the FACILITY or any personal property stored therein. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
28. **ACCEPTANCE OF PAYMENT OF RENT:** 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 in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OWNER'S rights to proceed with foreclosure and sale of the stored personal property as provided by Law. The OWNER reserves the right to require any past due payment be made in cash, cashiers check, or money order.
29. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.
30. **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
31. **ACCESS CONTROL MEASURES:** This FACILITY utilizes various access control measures designed to deter unauthorized access to the 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.
32. **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.
33. **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 leased premises 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.
34. **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 premises 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 for collection purposes. The OCCUPANT will also be responsible to pay OWNER'S costs with respect to the engagement of such third party collection agency.
35. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
36. **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.
37. **CONSTRUCTION:** OCCUPANT agrees this agreement shall not be construed for or against either OWNER or OCCUPANT.
38. **SEVERABILITY:** In the event that any of the provisions or portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
39. **ELECTRICITY:** Any electrical outlet or device located within this FACILITY is for OWNER'S use only.
40. **MILITARY SERVICE MEMBER:** If OCCUPANT, or their spouse, is a member or becomes a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement, OCCUPANT MUST disclose said information to OWNER in the last known address area, on the reverse side of this agreement or via other written notice to the OWNER. If you are transferred or deployed overseas on active duty you must provide OWNER written evidence of the transfer or deployment prior to the transfer or deployment. The OWNER will rely on this information to determine the applicability of the Service Members Civil Relief Act.
41. **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.
42. **NOTICES:** OCCUPANT agrees to give prompt written notice to OWNER of any change in OCCUPANT'S mailing address and/or any change in the liens and secured interests on OCCUPANT'S stored personal property. Said written notice from OCCUPANT to OWNER shall be delivered, (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and all such notices shall be sent to the address specified on the reverse side of this agreement. Written notices and/or correspondence from OWNER to OCCUPANT, unless required by law, may be sent by e-mail or first class mail to the OCCUPANT'S last known written e-mail address or postal address.
43. **VALUE LIMIT:** OCCUPANT agrees not to store personal 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 personal property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit that 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 personal property, regardless of cause.
44. **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'S stored personal property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.
45. **AMENDMENT:** The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations 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.
46. **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.