

Deep Gap Storage Lease Agreement
LOCATION 7350 Old HWY 421 South, Deep Gap, NC 28618

This agreement dated [redacted] between Deep Gap Storage, hereinafter called Lessor, and [redacted] "Occupant" hereinafter called Lessee.

LESSEE

Print Name [redacted] Signature: [redacted]

Street Address, City, State, Zip Code [redacted]

Cell Number: [redacted] Email: [redacted]

Any email correspondences may be used as a tool for collaboration and productivity.
I hereby authorize and approve all electronic communication by email and text messages.

NOTICE ADDRESS

Tenant agrees that the address and email provided in this agreement shall be considered Tenant's last known address for purposes of providing notices required by this agreement or under North Carolina law. Tenant agrees to notify Owner in writing of any change of mailing address, email address, or phone number. If Tenant fails to update contact information, Owner may rely on the information provided in this agreement when sending any required notices.

FEES & CHARGES

Lessee shall pay for the leased storage space(s): [redacted], in the amount of [redacted] per month thereafter. The term of this agreement shall commence as of the date written above at a pro rata portion and shall continue from the 1st day of the month immediately following on a month-to-month basis until terminated. If monthly rental payments are not paid when due, there will be a **\$50.00** service fee.

In the event of default and non-payment of the rental provided herein, Lessor may, with or without notice to Lessee, take immediate possession of the premises together with all property therein, and if said delinquency continues thereafter, the Lessor, may as provided by law shall sell at public or private sale any or all of said property of Lessee, the proceeds of which to be applied first to the expense of sale, attorney sales, legal costs, and delinquent rental, and any balance remaining, together with any unsold property, if any, shall be delivered to Lessee. Any requirement of notice provided by law shall be met by mailing said notice by certified mail to Lessee at the address shown herein or to such other address as Lessee may notify Lessor in writing.

In the event of non-payment when due of any installment of rent, access to the storage unit(s) may be refused to

Lessee until such rent is paid in full. All property remaining in the storage unit shall be subject to a lien for the amount of rent in arrears and for expenses necessary for the presentation of the personal property, and expenses reasonably incurred in the sale or other disposition of the property. Such lien may be enforced in the same manner as provided by law. Lessor may have access to the storage unit by breaking into it or otherwise for the purpose of enforcing such lien. Instead of immediately enforcing its lien on non-payment, Lessor may, if it sees fit, store such property at the expense of the Lessee who shall become liable for usual storage charges. Such storage shall also be subject to Lessor's lien as they may accrue. Lessor shall have a lien on all personal property remaining on the demised premises if (1) tenant or Lessee has vacated the premises for 21 or more days after the paid and rental period has expired, and (2) the Lessor has a lawful claim for damages against the Lessee. If the total value of all property remaining on the premises is less than one hundred (\$100.00) dollars, it shall be deemed abandoned five days after Lessee has vacated the premises, and Lessor may remove it, may donate it to a charitable institution or organization. Occupant shall not be entitled to a refund of the pro rata portion of the Rent for the month in which the termination occurs. The monthly Rent amounts and number of other fees and/or charges, as well as any other term of this agreement may be adjusted by Lessor effective the month following written notice by Lessor to Lessee specifying the adjustment, which such notice shall be given not less than 30 days prior to the 1st day on which the adjustment shall be effective. Any such adjustment shall not otherwise affect other terms of this agreement and all other terms of this agreement, shall remain in full force and effect.

SELF-SERVICE STORAGE FACILITY

Tenant acknowledges that this is a self-service storage facility and that Owner is not a warehouseman engaged in the business of storing goods for hire. Owner exercises no care, custody, or control over Tenant's stored property, and all property stored in the unit is stored at Tenant's sole risk.

DEFAULT & OWNER'S LIEN

Tenant acknowledges that Owner has a lien on all personal property stored in the leased space for rent, labor, or other charges in relation to the personal property stored pursuant to North Carolina General Statutes Chapter 44A. If Tenant fails to pay rent or other charges when due, Tenant shall be considered in default of this agreement. Upon default, Owner may deny Tenant access to the storage space and may enforce Owner's lien against the stored property. Owner may sell the stored property to satisfy the lien after providing notice to Tenant as required by law. Partial payments made by Tenant after default shall not stop, delay, or invalidate the lien enforcement process unless Owner agrees in writing to accept such payment as full satisfaction of the delinquent balance. Owner reserves the right to continue lien enforcement and sale procedures until the account balance is paid in full. Acceptance of partial payment after default does not waive Owner's right to enforce the lien. Tenant agrees that any payments made after default may be applied to outstanding rent, late fees, administrative fees, lien costs, and other lawful charges. Tenant further agrees that Owner may advertise and sell the stored property in accordance with North Carolina law if the balance due is not paid in full prior to the sale. Owner may place an additional lock ("overlock") on the unit if rent is delinquent. Owner shall not be liable for any damage to property caused by the enforcement of the lien. Tenant waives any claim for damages resulting from the lawful sale or disposal of property conducted in accordance with North Carolina lien law.

ABANDONMENT

If Tenant abandons the storage space or fails to pay rent and other charges when due and cannot be contacted after reasonable attempts, Owner may consider the storage space and its contents abandoned.

Owner may take possession of the contents and dispose of the property in any lawful manner, including sale, donation, or disposal, as permitted under North Carolina law.

Tenant agrees that Owner shall not be liable for the loss or destruction of property deemed abandoned and disposed of in accordance with this agreement and applicable law.

PROHIBITED ITEMS / ILLEGAL USE

Tenant shall not store any hazardous, illegal, stolen, or environmentally harmful materials in the storage space, including but not limited to explosives, flammable liquids, chemicals, hazardous waste, firearms, contraband, or items prohibited by local, state, or federal law. If Owner reasonably believes that such materials are stored in the unit, Owner may immediately deny access to the storage space, terminate this agreement, and remove or dispose of the property as permitted by law. Tenant shall be responsible for all costs, damages, environmental cleanup, legal expenses, and attorney's fees resulting from the storage of prohibited materials.

NEGATIVE CREDIT INFORMATION

Lease may report information about Lessee's account to the credit bureaus. Late payments, missed payments, or other defaults on Lessee's account may be reflected in Lessee's credit report.

TERMINATION

Lessee shall notify in writing 15 days prior to the end of month in which Lessee intends to terminate lease. Upon the Lessee's failure to notify Lessor, this lease shall continue according to its terms and conditions. Lessee further covenant with Lessor that at the expiration of time mentioned in the lease peaceable possession of the premises shall be given to Lessor, in as good and as clean a condition as they now are, reasonable wear and tear excepted. Failure to do so will be charged a repair and/or cleaning fee of \$100.00 automatically charged through credit/debit card account or bank draft.

Lessor may terminate this agreement if Lessee is in default, at the expiration of any period or term by giving written notice to Lessee by first class mail, at the last known address provided to Lessor in writing by Lessee as provided below. If Lessee defaults under any of the obligations under this agreement, Lessor may pursue any remedies available to Lessor under applicable law or this agreement. Lessor's decision to pursue one remedy shall not prevent Lessor from pursuing other available remedies. Also, if Lessor or Lessor's agents reasonably determine that Lessee has vacated the premises, Lessor may terminate this agreement immediately or at any time thereafter.

INSURANCE; RELEASE OF LIABILITY

All personal property is stored by Lessee at occupant's sole risk. Insurance is Lessee's sole responsibility. Lessee understands that Lessor will not insure Lessee's personal property and that Lessee is obligated under the terms of this agreement to insure his own goods. To the extent Lessee's insurance lapses or Lessee does not obtain insurance coverage for the full value of Lessee's personal property stored in or on the premises, Lessee agrees Lessee will personally assume all risk of loss. Lessor and Lessor's agents will not be responsible for, and Lessee hereby releases Lessor and Lessor's agents from any responsibility for, any loss, liability, claim, expense

or damage to property that could have been insured (including without limitation any loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's agents).

TERMS & CONDITIONS:

(1) The parties have entered into this agreement for the purpose of renting storage space as herein described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Lessor rents to Lessee and Lessee rents from Lessor the above-noted space located at the above-referenced address of Lessor in a self-service storage facility and common areas for the use of Lessee and other Lessees. Occupant shall examine the Premises and the Property and acknowledges and agrees the measurements noted for the Premises are an approximation only, that space size is estimated per standards and does not refer to usable space, the size of the Premises and any referenced sizes are approximate, given for illustration only and may vary materially and that Lessee shall have had the opportunity to measure the Premises, and that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises or the common areas of the Property including the size and capacity of the Premises. Occupant shall have access to the Premises and the common areas of the Property only during such hours and days as are regularly posted at the Property.

(2) Lessee agrees not to let or assign in whole or in part the premises without written consent of the Lessor.

(3) Lessee shall not place or keep in said storage space explosives; flammable liquids, contraband, or other goods prohibited by law and agrees to abide by the rules promulgated by Lessor governing the use of the premises. On default in performance of this section by Lessee, this lease shall forthwith terminate at the option of Lessor; and Lessee shall be responsible for all damages sustained by the Lessor by reason of such default.

(4) Lessee shall permit no damage to the premises leased hereby and shall indemnify and hold Lessor harmless from any claim or cause of action arising from Lessee's use of the premises. Lessee assumes all risk of damage or loss of any merchandise or goods located in or about the leased space from any cause whatsoever, and for all damage or loss that may arise from (but not limited to) delivery, receipt, piling, stacking, or handling of the goods or merchandise of Lessee, whether on the premises of Lessor or otherwise.

(5) Lessor has right to enter, inspect, and repair premises. Lessee shall grant Lessor, or Lessor's agents, and any governmental authority, including police and fire officials, access to the premises upon 3 days prior written notice to Lessee. In the event Lessee shall not grant access to the premises as required, or in the event of an emergency or upon default of any of Lessee's obligations under this agreement, Lessee, Lessee's agents, or governmental authority shall have the right, but not the obligation, to remove Lessee's locks and enter the premises for the purpose of examining the premises or the contents thereof or for the purpose of making repairs or alterations to the premises and taking such other action as may be necessary or appropriate to preserve the premises or to comply with applicable law including any applicable local, state, or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Lessor's rights. In the event of any damage or injury to the premises or the property arising from the negligent or deliberate act or omissions of the Lessee, or for which Lessee is otherwise responsible, or if Lessee fails to remove all personal property from the premises upon termination of this agreement, all expenses reasonably incurred by Lessor to repair or restore the removal or restoration work required by any applicable local, state, or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Lessee and shall be due upon demand by the Lessor.

(6) Lessee acknowledges and agrees that the premises and the property are not suitable for the storage of

heirlooms or precious, invaluable or irreplaceable property such as (but not limited to) books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value and records or receipts relating to the stored goods. Lessee agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted.

(7) Lessor may, upon non-payment of the whole or any portion of the said rent at the time when the same is promised to be paid, declare this agreement at the end and recover possession.

(8) In the event Lessor is required to obtain the services of an attorney to enforce any of the provisions of this agreement, Lessee agrees to pay in addition to the sums due hereunder, an additional amount and for attorney's fees and cost incurred.

(9) It is mutually agreed that Lessor does not accept the personal property of Lessee as a warehouseman for storage and shall not be liable in any manner for its safe keeping or condition, nor responsible therefore as a warehouseman. The only relation between Lessor and Lessee is that of landlord and tenant.

(10) Hold harmless agreement. Lessee agrees to hold Lessor harmless and absolve Lessor of any liability for accidents or injury to themselves, guests, or invitees while on the premises located at 7350 Old HWY 421 South Deep Gap, NC 28618.

ACTIVE CREDIT/DEBIT CARD OR BANK DRAFT

Mandatory to have an active credit/debit card or bank draft for deposits and payments each month.

I, [redacted] authorize Deep Gap Storage to charge the monthly rent for unit(s) located at stated location, to the information listed below, until otherwise notified; charges will be processed on the contract due date.

CREDIT/DEBIT

_____ Visa

_____ MasterCard

_____ Other: Paypal, Zelle, or Venmo

_____ Other: check mailed to owner: **Mark Lazar at 2959 E Hayden Lake Rd, Hayden, Idaho 83835**

Card # _____, Exp Date _____,

Address Associated with Card _____

INCORPORATION OF PROVISIONS ON ADDITIONAL PAGES.

By placing INITIALS HERE [redacted], Occupant acknowledges that he has read, is familiar with and agrees to all provisions printed on the additional pages of this Lease/Rental Agreement and Owner and Occupant agree that all such provisions constitute a material part of this Lease/Rental Agreement and are hereby incorporated by reference.

NO WARRANTIES; ENTIRE AGREEMENT.

Lessor hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and the property and Lessee hereby acknowledges that Lessee has inspected the premises and the property and hereby acknowledges and agrees that Lessor

does not represent or guarantee the safety or security of the premises or the property or of any personal property stored therein, and this agreement does not create any contractual obligation for Lessor to increase or maintain such safety or security. This agreement and any written amendments or addenda executed at the same time as this agreement set forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. With the exception of posted rules and regulations, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner or Owner's Agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein and, further, with the exception of any subsequent notice from Lessor to Lessee of adjustments, this agreement may only be amended by a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease/Rental Agreement the day and year first above written.

Deep Gap Storage

Property Manager - Savina Lazar

Date _____

Occupant

Lessee –

Date _____

Deep Gap Storage
7350 Old HWY 421 South
Deep Gap, NC 28618
deepgapstorage.com
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