AGREEMENT FOR RENTAL OF STORAGE SPACE

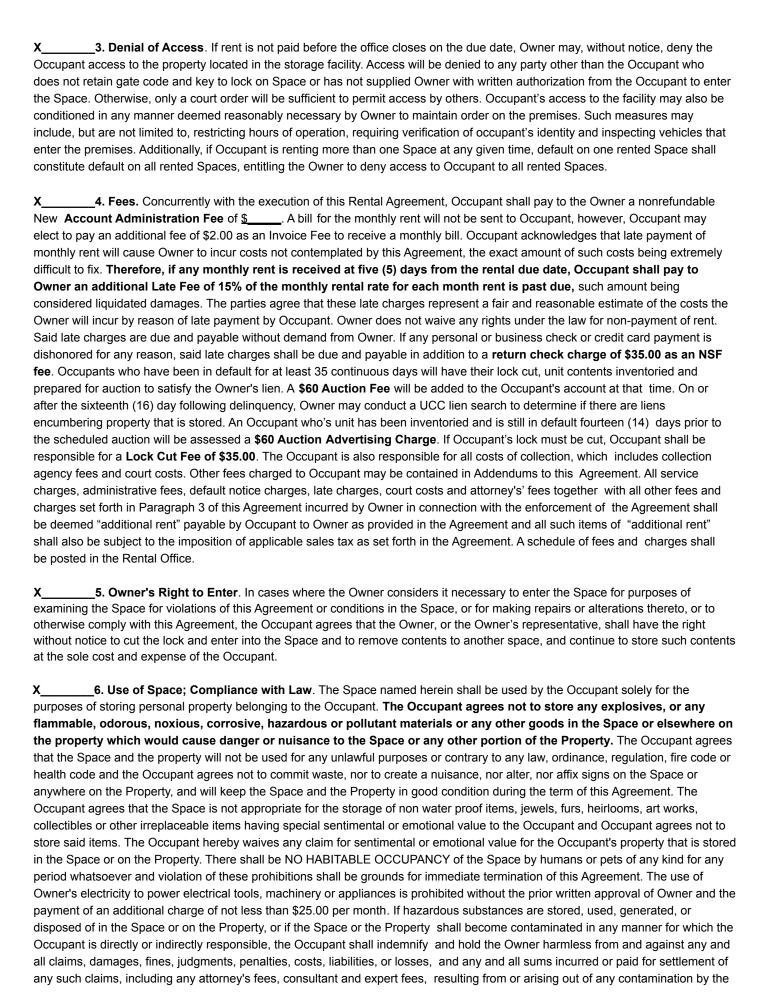
Modern Co-Warehousing 919-590-9541

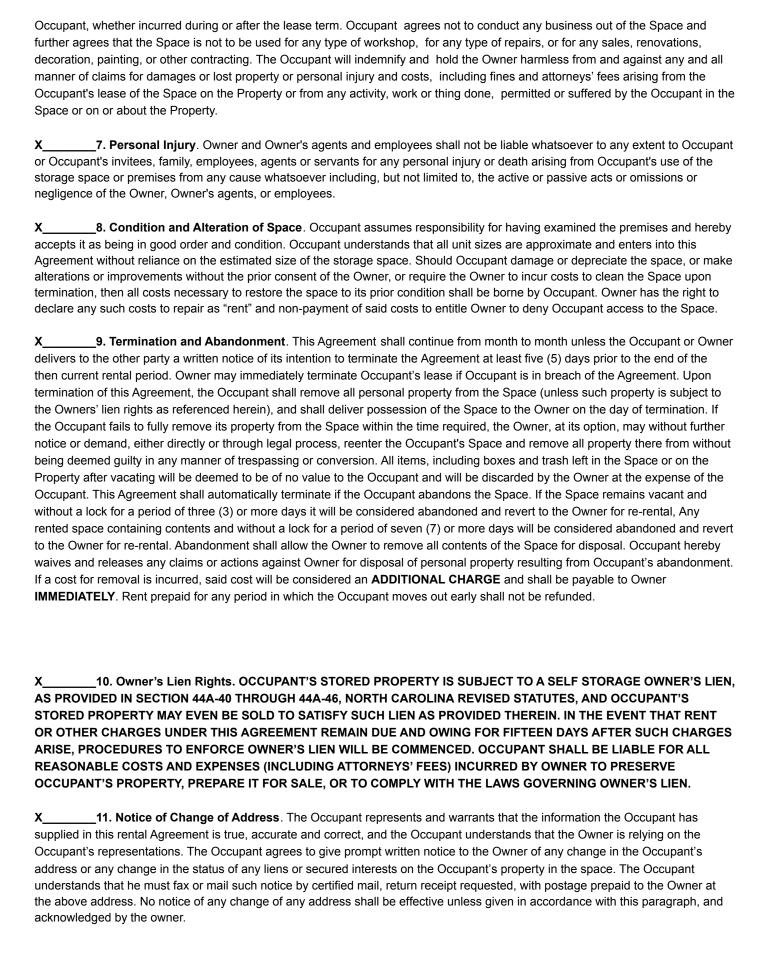
202 Coley Farm Rd / 301 Bridge Street Fuquay-Varina, NC 27526

Office Hours: 8:30am - 4:30pm Monday-Friday, Closed Weekends.

Storage Access Hours: 24/7/365

Building:	_ Bay#:	_ Square Fo	eet:	_ Door Fee	:: \$	Outdoor	Location:	_ Park	ing Spots:	
Rent/Mo: \$_	Da	ate:	Tenar	nt Company N	Name:					_
Tenant Nam	ne:			Cell Phon	ne:		Other	Phone	:	_
Email:				[Orivers Li	cense #:				
Address:				City:_			State:		_Zip:	_
Detailed De	escription of F	Property: (Su	upplies, Inv	entory, Etc.)				1 1 1 2 1 ···	 	
to let the Occ storage facili "Space" as u occupied onl Rental Agree X1. and shall end shall continuerent upon Le	cupant use and ty known as M sed in this Agrey for the purposement Date list Term. (If Applid at 11:59 p.m. e Lease on a rase end date.	d occupy the solodern Co-Wareement mean oses specified ted above and cable) The termonth to month	storage space rehousing, leads that part of in this Agreed continuing of rm of this Le ,20 ur th basis upo	ce listed above ocated in Fuquof the self servicement and at a month to month assessible sooner ten written notification.	e (hereinaf uay Varin ice storag all times s th until ten mence on erminated cation to t	fter referred to a,NC (hereing e facility des ubject to the minated. as herein prohe Owner. O	to as the "Sp nafter referred cribed above terms and co ,20 ("Lea ovided. Upor owner has the	ace") in d to as the Such sonditions ase Com a Lease e right to	and the Owner agree the self service the "Property"). Space shall be sometime, beginning on the american part of the mencement Date and date Occupant or raise the monthly	e "), nt
demand, before the control of the co	ore the facility O PRO-RATING The state such increase fees and charge term of this Agred in paymen ailure to performall also constitution.	business office NG OF RENTA ated Monthly Face are detailed are detailed to be something of the sound of the s	ce closes, or AL AMOUNT Rate may be rther agrees ed in paragra begin ond, the Occupbligations unhereunder.	the day of ears. Unless Leave increased by to immediate aph three (3) a 20 cant shall be dender the terms.	ach month, ase Terms y Owner, a ely pay any and on the one of the conditions and conditions agrees and conditions agrees are	. MINIMUM I s are stated in at any time a y additional for e Rules and F y monthly insi- be in default ditions of this and understan	RENTAL PEI n paragraph nd by any an ees and char Regulations. tallment is no t under the te Agreement of ds that partia	RIOD IS (1.Term) nount, up rges that of paid we erms of to or the Oc al payme	pon written notice t may become due when due, or if any his Agreement. The ccupant's breach o ents made to cure	to e. A ne of a
shall not serve prior to the p	ve to waive or ublished auction	avoid the lega on date will sto	al effect of pr op a schedu	rior notices give	en to Occ property.	upant. Only Owner acce	full payment pts checks, r	on the C money o	of partial payments Decupant's accoun orders and credit c TOR BOX.	ıt





X12. Rules. The Occupant agrees to be bound by any Rules and Regulations for the facility which shall, from time to time, be made by Owner and posted rental office of the facility. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.
A13. No Bailment. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK. The Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, utility interruption, equipment malfunction, roof leaks, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees.
X14. Occupant's Lock. The Occupant must keep the Space locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
X15. Occupant's Liability. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner consistent with North Carolina law and considered appropriate by the Owner. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space.
X16. Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon Thirty (30) days prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.
X17. Limitation of Value. Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 unless Owner has given permission in writing for Occupant to store property exceeding \$5,000 and Occupant has provided proof of insurance in such amount to cover the value of the stored property. Occupant 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 the Space is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause.
X18. Insurance. The Owner does not provide any type of insurance which would protect the Occupant's personal property from loss by fire, theft, water damage, or any other type of casualty loss. It is the Occupant's responsibility to obtain such insurance and insurance on Occupant's property is a material condition of this Agreement. Occupant's failure to carry insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. The Occupant, at the Occupant's expense, is required to secure its own insurance to protect itself and its property against all perils of whatever nature in an amount at least equal to the total value of all stored property. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause. Occupant agrees and understands that Owner and Owner's agents are not

insurers, are not affiliated with any insurance company and do not act as any insurance company's agent, broker, or

solicitor.

X19. Security Agreement. This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.
X20. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.
X21. Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.
X22. Limited Warranty. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAI STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES and all other warranties, express or implied, ARE EXCLUDED AND DISCLAIMED from this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Occupant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.
X23. Attorneys' Fees. In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.
X24. Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.
X25. Governing Law. This Agreement and any actions between the parties shall be governed by North Carolina law.
X26. Waiver of Jury Trial. The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.
X27. Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.
X28. Military Service. If you are in the military service you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.
X29. Financial Information. Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.
X30. Climate Control. There are no climate controlled spaces and are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature, moisture, or humidity ranges in the space due to changes in outside temperature and humidity.

understanding or written or oral agreements between	ontains the entire agreement of the parties hereto and supersedes any prior the parties with respect to the within subject matter and neither they nor their ments, warranties, representations or advertisement, oral or written, not herein
	efore you read it and fully understand the covenants contained herein. acknowledges that he has read, understands and accepts all terms and
By:	
Owner's Representative	
OCCUPANT:	
By:	
Print Name	
Signature:	
Sign Name	

LATE FEES AND CHARGES

DUE DATE: Your rent is due in advance each month. Make sure the payments reach us before your due date each month to avoid being locked out of your space.

Lock Out: 1 day after your due date your unit will be overlocked. You may not regain access to the space until your account is paid in full.

5 DAYS LATE: 5 days after your due date each month there will be a Late Fee of 15%.

35 DAYS LATE: If your account has been in default for at least 35 continuous days your unit will be prepared for auction. Your lock will be removed, your belongings will

be inventoried, and a certified letter will be mailed notifying you of the intended sale of your goods to satisfy our lien against your defaulted payments. Your account will be charged A \$60.00 INVENTORY CHARGE. A \$60.00 AUCTION ADVERTISING FEE will be charged to your account upon being advertised for public sale.

RETURNED CHECK CHARGE: A \$35.00 Return Check Fee will be added if you present a check that is not, for whatever reason, honored by our bank.

LATE FEES AND CHARGES - Sign:_	
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RULES AND REGULATIONS

PAYMENTS: Payments are due **before** the 5th each month. Invoicing or billing notices will not be sent. Partial payments are NOT accepted.

ELECTRONIC DOORS: Do not proceed through the open door until it is fully open. This is doubly important for persons driving rental trucks and who may not be used to driving oversized vehicles. Should your vehicle strike and damage the door you will be responsible for damages. Your door access is automatically suspended if your rent is not paid before the facility business office closes on your due date.

LOCKS: Only one customer lock may be used to secure your space. If more than one lock is discovered on the space the second lock will be removed. The facility Owner is not responsible for improperly locked spaces. Your space is considered to be rented to you for as long as your lock is on the unit. If you are vacating the unit remember to take your lock with you or you will be liable for ongoing rent and late fee charges.

CHANGE OF ADDRESS: You are responsible for notifying the facility manager of any address or phone number changes in writing.

VACATING: When vacating your space you are responsible for removing your lock, sweeping the space clean, and giving written notice of your decision to vacate. Failure to do so could leave you liable for rent charges accrued after your departure. CUSTOMER GOODS PROTECTION AGREEMENT: The facility Owner accepts no responsibility for the safety of the items stored in your space. A Customer Goods Protection Agreement is available through the office. Ask your manager for details.

SMOKING: No smoking is allowed on the property.

PETS: No pets of any kind are allowed on the property

MINORS: NO ONE UNDER THE AGE OF 18 IS ALLOWED ON STORAGE PROPERTY OTHER THAN THE OFFICE.

DO NOT STORE: Firearms, Food, Combustibles (ex. gasoline, kerosene, ammunition, blasting caps), Tires, Vehicle Batteries, Acid, Hazardous Waste, Toxic Chemicals, or Any Controlled Substance. We cooperate fully with the Police and invite them to conduct periodic inspections using Drug and Explosives Dogs. Alcohol, Narcotics and All Controlled Substances are prohibited on site. If you bring these items on site then you WILL be evicted.

TRASH: Do not hold, store, pile or contain TRASH in storage as this is a Fire Code Violation. Do not litter the premises or driveways. The storage facility does provide a dumpster for customer disposal. NO MORE THAN ONE SQUARE YARD PER MONTH PER RENTER. Larger quantities of dumpster usage are available, please inquire with office. Failure to follow this rule will result in a disposal fee being charged to your account no less than \$100 per occurrence. No outside dumpster, trash or recycling companies are permitted on premises.

SPEED LIMIT: The speed limit on site is 5 mph. Failure to stay within this limit may result in your eviction.

Sign:					

RULES AND REGULATIONS (continued)

STORAGE ONLY: No one under any circumstances shall complete any work in building. No repair, maintenance, or construction may be completed. No painting! You may not operate any equipment or machinery to include power tools. Failure of this policy may result in your eviction.

Parking: When visiting the storage area and no loading or unloading is required, keep vehicles in designated parking only or as far away from entry as possible. DO NOT PARK IN FRONT OF GATES, DOORS OR FIRE HYDRANTS AS THIS IS A VIOLATION OF FIRE CODE.

Security System and Power Panels: Anyone caught tampering with security cameras or devices or turning on or off breakers will be evicted and trespassed IMMEDIATELY.

Forklift: ANYONE OPERATING A FORKLIFT IS REQUIRED TO COMPLETE AND PASS WITH A MINIMUM SCORE OF 70% AN ONLINE CLASS WITH OUR CURRENT INSURANCE COMPANY. Forklift privileges may or may not be included in your rent. Forklift privileges may or may not be available for an additional monthly fee specified on a usage basis. Anyone can be denied forklift privileges at any time for any reason.

Electronic Door Entry FOB: Your are required to use a FOB for access to storage area. Replacement FOBs are available during office hours for a **FEE** of \$25.00.

Rules and Regulations	- Sign	
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