Four Oaks Boat and RV Storage 5977 US 301 S Four Oaks, NC 27524

OUTDOOR STORAGE AGREEMENT

Spaces are first come, first serve

| LESSEE INFORMATION: | | | | |
|---|-----------------------|----------------------------------|--|--|
| NAME: | DL#: | STATE: | | |
| ADDRESS: | CITY: | STATE: | | |
| ZIP:PHONE: | PHONE: | | | |
| EMAIL: | | | | |
| LEASE AGREEMENT MADE THIS | DAY OF | ,BY AND | | |
| BETWEEN FOUR OAKS BOAT AND R' | V STORGE AND THE LES | SSEE | | |
| RENTAL TERM: | | | | |
| 11' x 30' - \$100 per month, 11' x 40' - \$ | | | | |
| | | | | |
| STORED ITEMS: | | | | |
| ITEM COLOR | TRAILER COLOR | VIN#/PLATE#/BOAT/PWC# | | |
| 1 | | | | |
| 2 | ****** | | | |
| INSURANCE COMPANY | POLICY#_ | | | |
| LEASE PAYMENT: | | | | |
| LATE FEE: \$20.00 | | | | |
| LEIN/LOCK FEE: \$75.00 (ACCOUNTS | OVER 15 DAYS) | | | |
| (Initial) ALL ACCOUNTS OVE | R 10 DAYS PAST DUE AR | RE SUBJECT TO A LATE FEE. ALL | | |
| ACCOUNTS OVER 30 DAYS PAST DU | E ARE SUBJECT TO HAV | 'E A LEIN(s) PLACED ON EQUIPMENT | | |
| AND ITEM(s) WILL BE PUBLICLY SOL | D. | | | |

TERM: The term of the tenancy is indicated above. The minimum rental term is 1 month.

RENT: The rent shall be the amount stated above and paid to the Lessor.

LATE CHARGES AND OTHER FEES: Lessee agrees to pay Lessor the indicated late fee if rent is received five (5) or more days after the due date. In the event of default, Lessee agrees to pay all collection and lien costs incurred by Lessor.

DENIAL OF ACCESS: When rent and/or other charges remain unpaid, the Lessor may lock up and secure Lessee item located in storage space.

INSURANCE: Lessee, at Lessee's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Lessee's property is a material condition of this agreement and is for the benefit of both Lessee and Lessor. Failure to carry the proper insurance is a breach of this agreement and Lessee assumes all risk of loss to stored property that would be covered by such insurance. Lessee expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Lessee against Lessor, Lessor's agents or employees for loss of or damage to stored property.

RELEASE OF LESSOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within the storage space by Lessee shall be at Lessee's sole risk. Lessor and Lessor's agents and employees shall not be liable for any loss ofor damage to any personal property in the storage space or at the storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, freezing, Acts of God, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.

RELEASE OF LESSOR'S LIABILITY FOR BODILY INJURY: Lessor, Lessor's agents and employees shall not be liable to Lessee for injury or death as a result of Lessee's use of the storage space or self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.

PROPERTY LEFT IN THE STORAGE SPACE: Lessor may dispose of any property abandoned in the storage space by the Lessee after tenancy has expired or been terminated. Lessee shall be responsible for paying all costs incurred by Lessor in disposing of such property.

NOTICES: All notices required by this rental agreement shall be sent by first class mail postage prepaid to Lessee's last known address. Notices shall be deemed given when deposited in the United States mail. Lessee agrees that any such notice is conclusively presumed to have been received by Lessee five (5) days after mailing, unless returned to Lessor by the U.S. Postal Service. All statutory notices shall be sent as required by law.

NO WARRANTIES: No expressed or implied warranties are given by Lessor, Lessor's agents or employees as to the suitability of the storage space for Lessee's intended use. Lessor disclaims and Lessee waives any implied warranties of suitability or fitness for a particular use.

NO ORAL AGGREEMENTS: This rental agreement contains the entire agreement between Lessor and Lessee, and no oral agreements shall be of any effect whatsoever.

| LESSEE | DATE | | |
|--------|------|--|--|
| LESSOR | DATE | | |

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RULES AND REGULATIONS

The following Rules and Regulations apply to Occupant's use of the Space and activities within the Storage Area. Licensor reserves the right to adopt reasonable modifications and additions to these Rules and Regulations at any time. In the event of any conflict between these Rules and Regulations and the Agreement, the terms of the Agreement shall control.

- 1. Operating Hours; No Overnight Use. Occupant and its guests and invitees shall access the Property and the licensed Space in the Storage Area only during the Storage Access Operating Hours specified in the Storage Agreement or as otherwise posted by FOBRS. To that end, Occupant shall not, and shall not permit any of its guests and invitees to, stay on the Space or within the Storage Area after Operating Hours or to spend the night in any vehicle or boat stored on site. Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility. Occupant shall use best efforts to limit Occupant's time during each entry to the Space and in the Storage Area to no longer than one hour.
- **2.** No storage sheds or structures may be placed within the Space licensed to Occupant or anywhere else in the Storage Area.
- **3.** Drip Pans; Oil; Old Batteries. Occupants shall place drip pans or similar device beneath all oil pans and gas tanks of vehicles and boats stored in the Storage Area to prevent contamination of the soil or surface beneath the vehicles and boats. Old batteries must be disposed of off-site by Occupant at proper disposal sites in accordance with applicable law.
- **4.** Human Waste Disposal. Disposal of human or animal waste, or draining of septic tanks on the Space or anywhere in the Storage Area is prohibited.
- **5.** No Discharge from Water Tanks/Drain Lines. Draining of water storage or other tanks is prohibited.
- **6.** Trash Removal. Occupant shall clean trash from the Space and any portion of the Storage Area affected by Occupant's activities at the end of each day that Occupant is on the Storage Area and dispose of properly. No trash receptacles will be provided within the Storage Area.
- **7**. Fuel Storage. Occupant shall not store any gasoline or other fuels on the Storage Area.
- 8. No Smoking. Smoking is prohibited at all times.
- **9.** Pets. Pets must be kept on a leash, and Occupants must clean up after their pets. Occupants shall not tie up pets outside and leave them unattended. Loud and bothersome pets will not be tolerated.
- 10. Vehicle/Boat Covers. Fitted vehicle and boat covers are allowed. Any tarps

or plastic covers that are used to cover any vehicle or boat must be securely fastened so that they do not fly off or flap against adjoining Occupant's vehicles or boats during windy conditions. Any covers showing deterioration must be removed and disposed of by Occupant upon notice from FOBRS.

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- **11.** Washing of RVs and Boats. No washing of vehicles or boats within the Storage Area is allowed.
- **12.** No Drugs or Alcoholic Beverages. No person entering the Storage Area shall use, serve, distribute or give any drugs or alcoholic beverages to anyone. Any person found under the influence of drugs or alcohol will be asked to leave immediately.
- 13. No Generators, Stereos or Sound-Generating Devices. Occupant shall comply with all applicable laws, ordinances, rules and regulations respecting sound control and noise levels, and shall be responsible for controlling noise while on the Space and in the Storage Area. FOBRS reserves the right to require Occupants to remove or turn down the volume of any generators, stereos or other devices that generate noise deemed to be excessively loud by FOBRS.
- **14.** Nuisance. Occupant shall conduct its activities (and control the activities of its guests and invitees) while on the Space or the Storage Area in such a manner so that no public nuisance affecting persons or property on or in the vicinity of the Storage Area results from the activities of Occupant or any of Occupant's guests and invitees.
- **15.** No Fires or Firepits. Occupant shall not, and shall not permit any of Occupant's guests and invitees, light any fires or dig any fire pits for fires on the Storage Area.
- **16.** No Fireworks. Occupant shall not bring, store or light any fireworks within the Storage Area.
- **17.** No Firearms or Weapons. No firearms, cross-bows or any other similar type of weapons are permitted to be used on site or stored within Occupant's vehicle or boat at anytime.
- **18.** Control of Guests and Invitees. Occupant shall control the activities of its guests and invitees at all times while on the Storage Area and Access Roads.
- **19.** Cooperation. Occupant shall cooperate with FOBRS and any contractors or authorized personnel of FOBRS working on the Storage Area and Access Roads.
- **20.** Speed Limits. Speed limit in the Storage Area is 5 mph.
- **21.** Security. Occupant is responsible for securing its vehicle or boat with locks and security devices as necessary to protect it from theft or break-in. FOBRS does not maintain a security patrol on-site and does not guarantee the security of any Property stored on the Storage Area. FOBRS is not responsible for injury, damage, loss, or claims for damage to Property stored at the Storage Area due to theft, fire or other natural hazard, or any other causes.

| LESSEE | DATE |
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