



## Storage Lease Agreement

This Rental Agreement ("Agreement") is entered into on \_\_\_\_ / \_\_\_\_ /20\_\_\_\_ between **Shark Towing LLC** (the "Lessor") and (name:) \_\_\_\_\_ (the "Lessee").

- **Start Date:** \_\_\_\_ / \_\_\_\_ /20\_\_\_\_
- **End Date:** \_\_\_\_ / \_\_\_\_ /20\_\_\_\_

The term of this Agreement ("Term") shall begin on the Start Date and end on the End Date listed above.

**Monthly Rent:** Lessee agrees to pay the sum of \$\_\_\_\_\_, per month ("Rent"), for the right to store the Lessee's Vehicle, RV, camper, or trailer as described above in Lessor's space. Monthly or Yearly rent as identified above is payable in advance on or before the 1<sup>st</sup> day of each month if paid monthly or 1<sup>st</sup> of the month of renewal each year at the address to the Lessor and mailed to the following address: 3563 Camden Rd Fayetteville NC 28306. Shark Towing does not email invoices for monthly & annual rent.

**Late Fees; Service Charges:** Rent is due on or before the 1<sup>st</sup> day of the month if paying monthly or by 1<sup>st</sup> of the month of renewal each year if paying annually. Rent which is not paid or postmarked by the 5<sup>th</sup> of the month will be subject to an initial late fee of Twenty Dollars (\$20.00). If rent is not paid or postmarked by the 20<sup>th</sup> of the month, an additional Fifty Dollar (\$50.00) late fee will be charged. In the event any check tendered for payment to Lessor is returned after deposit unpaid by the bank upon which it is drawn, a return check fee of Thirty-Five Dollars (\$35.00) will be charged. In the event of a returned check, Lessor reserves the right to require any arrearages to be paid, and all future monthly payments to be made, in cash or by certified funds. If no payment is received within one month (30 days) a lien will be filed against the vehicle stored.

**Use of Premises:** Lessee's use of the storage lot is only for the purposes of storage of the Vehicle, Vessel, RV, camper, or trailer. Lessee may not store on the premises any items to which would be in any way dangerous to persons or property in or around the premises. No items may be stored upon the premises which would violate Lessor's premises' insurance coverages or cause Lessor's property insurance rates to increase. No explosives or flammable materials may be stored on the premises, and the storage of any materials which are defined as toxic or hazardous under any federal, state, or local law or ordinance is expressly prohibited. Lessee agrees to indemnify and hold the Lessor harmless from and against any claims or damages arising from Lessee's violation of the provisions of the paragraph. There is also no habitation on the premises in any stored vehicle.

**Insurance:** SHARK TOWING LLC DOES NOT PROVIDE INSURANCE COVERAGE FOR ANY LOSS, FROM ANY CAUSE, TO THE VEHICLE, VESSEL, RV, CAMPER OR TRAILER OR ANY PERSONAL PROPERTY OWNED BY THE LESSEE AND STORED ON THE PREMISES. If insurance coverage is desired by the Lessee on Lessee's property stored on the premises, Lessee must independently obtain such coverage at Lessee's expense from the Lessee's own insurer. SHARK TOWING LLC shall have no liability for any loss or damage to property of Lessee stored on the premises, or otherwise, caused by acts of third parties, by any forces of nature, or otherwise.

**Release:** To the fullest extent permitted under North Carolina law, Lessee hereby releases Lessor from any and all liability for loss or damage to any property stored on the premises during the duration of the Agreement, whereby said claim for all liability arises out of Lessor's actual or alleged negligence, gross negligence, or wanton conduct. Furthermore, Lessee agrees to indemnify and hold harmless the Lessor from any claims made by a third party that were made by Lessee, are subject to the foregoing release.

**Default:** In the event Lessee fails to pay monthly rent when due, and the failure is not cured within thirty (30) days, SHARK TOWING LLC may elect to pursue one or more of the following remedies:

- A. Claim for money damages or unpaid monthly rent and additional fees.
- B. Judicial action in unlawful or forcible detainer
- C. Public or private sale of the vehicle and or any related property stored.

Except to the extent limited by law, SHARK TOWING LLC may simultaneously pursue any of the above-referenced remedies. Upon SHARK TOWING LLC commencement of legal proceedings against Lessee arising from a default, any cure tendered by occupant shall include all monthly rentals arrearages and other charges accrued, and reimbursement of all expenses reasonably incurred by SHARK TOWING LLC in the enforcement of the legal remedies identified above.

**Lien:** In accordance with NC law as expressed in NSGC chapter 44A, Lessor possesses a lien against the Vessel and related property stored pursuant to this Agreement for rent, labor, and other charges in relation to said property that have become due and for expenses necessary for the preservation of the property or reasonably incurred in the sale or other disposition of the property under law. The property to which this lien attaches may be sold in accordance with the provisions of NSGC chapter 44A to satisfy the monetary claims of Lessor which have accrued. In the event of a default giving rise to a personal property lien, SHARK TOWING LLC may deny lessee access to the Vehicle, Vessel, RV, Camper or trailer and property contained in the stored facility after default.

**Early Termination:** Should either SHARK TOWING LLC or Lessee desire to terminate the agreement prior to the expiration of the term, they must provide no less than fifteen (15) days written notice of their intent to do so. In the event such notice is given, Lessee remains obligated to pay any additional monthly rent obligation which might accrue during a fifteen (15) day period following the date of such notice. If Lessee desires to continue occupying the space after the expiration of the term, this will be considered a month-to-month lease, and all other terms of this agreement will apply.

**Care of Leased Space:** Lessee may not make any alterations to the slip without the prior written consent of the Lessor. Lessee has accepted the space in the condition "as-is" and is required to leave the slip in substantially the same condition at the termination of this Agreement, as it was at the inception of the Agreement. Any damage caused by the lessee must be reported. If it is determined the lessee caused damage to the property or other stored vehicles this will be grounds for termination of the lease agreement and the repair costs will be paid by the lessee.

**Miscellaneous:** This Agreement cannot be assigned or sublet without the prior written consent of the Lessor. In the event the premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate as of the date of such occurrence, and any unused rent fund post termination will not be refunded. The Rental Agreement creates no legal relationship between Lessor and Lessee other than that of Lessor and Lessee. This agreement shall be governed by the laws of North Carolina; Lessee agrees to the jurisdiction of the County in which the slip is located. Should Lessor prevail in any action at law against the Lessee concerning this Agreement, the Lessee agrees to pay Lessor's reasonable attorneys' fees. The entire Agreement and contractual undertaking between the parties is contained in this written Agreement.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT IT HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ITS TERMS.

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LESSEE SIGNATURE

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DATE

