

# EAGLE STORAGE, INC.

Phone: 336-368-9636

## RENTAL AGREEMENT

This agreement dated \_\_\_\_\_, \_\_\_\_\_ between tenant (named below) hereinafter referred to as ("TENANT"), and Eagle Storage, hereinafter referred to as ("MANAGEMENT").

MANAGEMENT does hereby rent to TENANT storage unit number \_\_\_\_\_ (\_\_\_\_\_ x \_\_\_\_\_) In a building located at \_\_\_\_\_ (The Premises), month to month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to be used for personal or business property for the monthly rate of \$\_\_\_\_\_ payable on the first (1<sup>st</sup>) day of each month hereinafter. Rental payment is payable in advance.

### TENANT INFORMATION:

Print Name \_\_\_\_\_ Last 4 digits of Social Security # \_\_\_\_\_

Street Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_ Email address: \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Are you currently on active duty with any branch of the U.S. Military? \_\_\_ Yes \_\_\_ No (If Yes, continue to page 3)

MANAGEMENT acknowledges receipt of \$\_\_\_\_\_ as the first month's rent (which has been prorated to the first (1<sup>st</sup>) day of each month where applicable). All payments made to MANAGEMENT pursuant to the agreement shall be applied first to administrative and late charges, then the balance to accrued and unpaid rent, this agreement shall expire on the last day of each month and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE ADDITIONAL PAGE. Rental payments made after the fifth (5<sup>th</sup>) of the month are subject to a Five Dollar (\$5.00) Late Fee and a Ten Dollar (\$10.00) Over lock and Administrative Fee. In addition, after the fifth (5<sup>th</sup>) of the month, if MANAGEMENT has over-locked a unit for being in arrears, it will cost the TENANT \$7.50 for lock removal and additional administrative costs. Mailed payment must be postmarked by the fifth (5<sup>th</sup>) of the month to avoid the Late and Over-Lock Charges. A Returned Check is subject to a charge of Thirty Dollars (\$30.00) and further payment must be made by cash, money order or certified funds. Rent is payable by TENANT to MANAGEMENT for said monthly period and if TENANT vacates prior to the last day of the month, TENANT must nevertheless pay rent for the entire month as herein provided. NO INVOICE WILL BE PROVIDED.

TENANT acknowledges the MANAGEMENT does not carry any insurance which in any way covers any loss whatsoever that TENANT or any third party may have or claim by renting the storage Unit(s). All property stored in the Storage Unit(s) shall be at TENANT'S sole risk. TENANT acknowledges the MANAGEMENT has not been advised as to the type, nature or value of the property stored. TENANT AGREES NOT TO STORE PROPERTY WITH SENTIMENTAL VALUE, HEIRLOOMS, COLLECTIBLES, ART WORKS OR JEWELRY. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of this Agreement. TENANT waives any claim for the sentimental value or any emotional attachment the TENANT may have to any property placed in the storage unit. TENANT AGREES THAT THE TOTAL VALUE OF ALL PROPERTY STORED AT EAGLE STORAGE, INC. SHALL NOT EXCEED \$5,000 IN VALUE.

TENANT understands and acknowledges that he/she is responsible for the contents of the space.

TENANT understands and acknowledges that he/she must provide their own lock.

TENANT understands and acknowledges that he/she must provide their own insurance.

TENANT understands and acknowledges that the property in or on the space or at the facility may be Seized and sold in accordance with North Carolina general statutes if charges continue to be unpaid.

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ THE ABOVE AND THE CONDITIONS ON THE REVERSE SIDE AND AGREES TO BE BOUND BY THEM.

x \_\_\_\_\_ (TENANT) Code # \_\_\_\_\_

**GATE HOURS: 6 AM TO 9 PM**

### EAGLE STORAGE

By: \_\_\_\_\_  
Manager

### Please Remit Payment To:

**Eagle Storage  
103 Foothill Drive  
Pilot Mountain, NC 27041**

Visit us as: [eaglestorageusa.com](http://eaglestorageusa.com)

### EZ PAY SIGNUP:

\_\_\_\_\_ I authorize Eagle Storage to debit my credit card monthly for my storage rent, until further notice or until the time I vacate the unit.

Credit Card # \_\_\_\_\_

Expiration Date \_\_\_\_\_ Code on back: \_\_\_\_\_

## CONDITIONS

1. This is not a bailment agreement, rather it is a storage contract where by MANAGEMENT permits the TENANT to store goods in a specified space, for a specified time period, at a specified price. Any and all property stored in this space is done at the sole risk of the TENANT. MANAGEMENT will not and does not secure the spaces in which the TENANT is storing goods nor does MANAGEMENT provide insurance for such. The TENANT acknowledges that he or she has been informed that he or she must provide a lock to secure the unit and should check the unit periodically for any loss or damage to the goods stored therein. MANAGEMENT recommends to the TENANT that insurance be obtained to cover any loss which may result.

2. TENANT shall not place or keep in the premises explosives, flammable liquids, contraband or other goods prohibited by the law and agrees to abide by any rules promulgated by MANAGEMENT governing the use of these premises. TENANT consents to the entry of law enforcement personnel into the unit for such reasonable searches as they direct. Tenant shall not permit damage to the premises and shall indemnify and hold MANAGEMENT harmless from any and all claims or causes of action arising out of TENANT'S use of the premises. The TENANT shall not make or suffer to be made any alterations of the unit or post any signs without the express written consent of MANAGEMENT. MANAGEMENT shall have no liability for loss or damage to any property of TENANT stored in the unit or otherwise regardless of whether such loss or damage is caused by the negligence of third parties or by acts of God. TENANT shall at TENANT'S express obtain insurance on the property stored in the unit and hereby expressly releases MANAGEMENT from any losses and/or damages to said property arising from any cause whatsoever, including, but not limited to, fire, theft, water, rain, tornado, rodents, insects, sonic boom, civil disturbances, land vehicles, explosion, unlawful entry, mold, mildew or mysterious disappearance, and MANAGEMENT shall not be liable for any loss and/or damages to said property resulting from failure, interruption or malfunction of utilities provided to TENANT under this Agreement nor shall MANAGEMENT be liable to TENANT and/or TENANT'S guests or invitees for any personal injuries or property damages sustained by TENANT and/or TENANT'S guests or invitees while on or about MANAGEMENT'S premises.

3. This contract expires on the last day of each month. MANAGEMENT may terminate said lease at their option if TENANT is not in full compliance with the terms of this Lease, subject to MANAGEMENT'S approval. TENANT'S FAILURE TO VACATE THE PREMISES OR REMOVE THEIR LOCK ON THE LAST DAY OF THE MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.

4. TENANT further covenants with MANAGEMENT that at the expiration of the terms of this Lease, peaceable possession of the premises shall be given to the Management, in as good condition as they are now, normal wear, inevitable accidents and loss by fire excepted; and the TENANT agrees not to let, sublet, or assign the whole or any part of the premises without written consent of the MANAGEMENT. TENANT agrees not to affix shelving or other articles to the walls, ceiling or doors. TENANT must provide his/her own lock and keep unit locked at all times, using one lock per unit door hasp.

5. TENANT agrees to give MANAGEMENT ten (10) days written notice of his intention to vacate his storage unit. There are no prorated rent refunds in the event the unit is vacated before the last day of the month. If the unit is vacated on or after the first of the month, a full month's rent is due.

6. Rental payments are due on the first (1 st) of each month without demand. Payments made after the fifth (5 th) of the month are subject to an Administrative Fee specified on the front of this agreement. Mailed payments must be postmarked by the fifth (5 th) of the month to avoid the Administrative Fee. If rental payments are not paid in full within five (5) days of the due date, including Administrative Fee, and/or Returned Check Charge, and/or Lock-over Charge, the MANAGEMENT may, at their option, declare the TENANT in default. No notice need be given of default. MANAGEMENT DOES NOT SEND OUT BILLINGS FOR MONTHLY RENTAL CHARGES.

7. TIME IS OF THE ESSENCE in the performance of this contract and in the prompt payment of each and every charge herein agreed to be paid. If any payment shall be due and unpaid in accordance with paragraph 6 above or if TENANT shall fail or refuse to perform any of the covenants, conditions, or terms of this contract, the TENANT shall be in DEFAULT. At its option MANAGEMENT, upon the DEFAULT of the TENANT, may over-lock the unit until all charges are paid in full. The administrative charge for this is \$7.50.

8. MANAGEMENT may, at their option, take possession of the goods in the Storage Unit on or after the sixth (6 th) of the month if full payment is not received by the date. Taking possession of the goods shall consist of over-locking the Storage Unit door to prevent TENANT'S access to the Storage Unit until all Administrative Fees and miscellaneous charges are paid in full. In the event payment is made by check, MANAGEMENT will remove over lock within a period not to exceed ten (10) days from receipt of payment.

9. The personal property in Storage Unit may be sold to satisfy the lien if TENANT is in default. The Administrative charge for this is \$60.00. MANAGEMENT shall have a lien on all personal property stored within each Storage Unit for rent, labor, or expenses reasonably incurred in the sale, pursuant of Chapter 44-A of North Carolina General Statutes, and any actions between the parties shall be governed by the laws of North Carolina. All moving storage and/or sales costs associated with sale of goods shall be borne by TENANT. After a lien against the personal property in the unit arises, only payment in the full amount of the lien will be accepted. ANY AGREEMENT BETWEEN TENANT AND MANAGEMENT TO EXTEND PAYMENT DATES OR DEFER SALE OF GOODS MUST BE IN WRITING AND SIGNED BY BOTH MANAGEMENT AND TENANT TO BE BINDING. If any property remains unsold after foreclosure and sale, MANAGEMENT may dispose of said property in any manner considered appropriate by MANAGEMENT.

10. TENANT agrees and understands that partial payments made to cure a default for non payment of rent will not delay or stop the MANAGEMENT'S enforcement of lien and sale of TENANT'S property. Partial payments do not waive or avoid the legal effect of prior notices given to TENANT. Only full payment on TENANT'S account prior to the published auction date will stop the scheduled sale of the property. Rental payments and other charges can be made by cash, travelers checks, certified funds and credit card. MANAGEMENT reserves the right. Especially when TENANT is in default, to refuse payment by check, unless bank check or certified check is presented.

11. MANAGEMENT may, at their option, REMOVE THE TENANT'S LOCK AT TENANT'S EXPENSE TO APPRAISE STORED GOODS FOR SALE. If the rental account is brought current, MANAGEMENT shall remove their lock. IT IS THE TENANT'S RESPONSIBILITY TO REPLACE HIS/HER LOCK AT THE TIME OF PAYMENT TO INSURE THE SECURITY OF HIS/HER STORAGE UNIT AND TO SECURE HIS/HER STORAGE UNIT BY A LOCK (only one lock per unit door hasp). At all times, MANAGEMENT WILL NOT supervise use of UNIT in any way. The safety of items stored by the TENANT is the responsibility of the TENANT. MANAGEMENT may at this time move property to another location to be stored and TENANT agrees to be solely liable for any damage, loss or expenses incurred by his action.

12. In the event MANAGEMENT is required to obtain the services of an attorney to enforce any of the provisions of this lease, TENANT agrees to pay in addition to the sums due hereunder, and additional amount as and for attorney's fee and cost incurred.

13. MANAGEMENT will have the right in the event of an emergency to enter the premises using whatever reasonable force is necessary.

14. A returned check is subject to a charge of Thirty Dollars (\$30.00), which charge shall be considered part of the rental. Unit shall be in default and over locked by the MANAGEMENT, until amount of the returned check, returned check charge, and any additional charges due are paid in full. Payment must be made by money order or certified check.

15. The Monthly Rental rate, deposit amount, late charge, over lock removal charge, and returned check charge are each subject to increase on the first (1 st) day of each month. TENANT shall be given thirty (30) days written notice of such increases and this Lease shall be deemed to be so altered if the TENANT continues his occupancy beyond the effective date of the increase. Notice shall be deemed given when MANAGEMENT deposits first-class mail, postage prepaid to TENANT as address given on this Lease. TENANT shall apprise MANAGEMENT of any change in his/her mailing address in writing within twenty (20) days of such change. A new lease does not have to be executed for new increases.

16. ALL TENANTS in default or TENANTS having prior returned checks must pay by money order. ALL TENANTS not in default must pay by check or money order.

17. Any right granted herein to MANAGEMENT may be exercised by MANAGEMENT'S Rental Agent or other representative or agent.

18. THE COVENANTS HEREIN CONTAINED SHALL EXTEND TO AND BE BINDING UPON THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

19. If any part of this agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion of agreement.

**U.S. MILITARY INFORMATION:**

Which branch of the service are you in? \_\_\_\_\_

Are you now or will you be stationed at a location outside the United States? Yes \_\_\_\_ No \_\_\_\_

What is a current address where you can be reached? \_\_\_\_\_

\_\_\_\_\_

Commanding officer information:

Name \_\_\_\_\_ Phone number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Information for spouse or relative who would be able to contact you:

Name \_\_\_\_\_ Phone number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_