

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

LEASE AGREEMENT

THIS Lease is made between Allen Street Storage, Inc. ("Lessor") and the _____ ("Lessee") this the _____ day of _____, 20____, and constitutes a Lease between the parties of the "Leased Premises" as identified hereinbelow, on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth.

WITNESSETH:

1. The Leased Premises. Lessor hereby leases Unit Number 25 located at:
31 Allen Street, Sylva, North Carolina, 28779 to Lessee to be for the purpose of storage personal property items of Lessee within said unit.
2. Rent. Lessee to pay \$ 80 per month, payable in advance upon the 1st day of the month beginning _____ 1, 20____, and every calendar month thereafter to:
Allen Street Storage, P.O. Box 65, Sylva, NC 28779.
3. Deposit. Lessee shall pay in advance a security, cleaning and damage deposit of \$ 0 to be held by Lessor for the faithful performance of the terms of the agreement and for cleaning and repair of the leased premises after surrender of the same by Lessee. The deposit shall be refunded to the Lessee within two weeks after Lessee vacates the leased premises, less all charges for cleaning, repairing, replacement of any missing items or other amounts due under this agreement when necessary to compensate Lessor for loss or damage caused by the breach of Lessee, including any amounts necessary to compensate Lessor for delinquent rent owed by Lessee. If leased premises must be cleaned by Lessor, the cleaning fee will be \$10.00 per hour.
4. Default, Legal Remedies, and Late Fees. If Lessee fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Lessee, Lessor may:
 - (a) **Bring an action in summary ejectment to dispossess the Lessee of the Leased Premises and may sue for and recover all rents, late fees, and damages plus costs and reasonable attorneys' fees associated therewith; and**
 - (b) **In the event of the failure of Lessee to pay the rent prior to the period between One and Five days after the due date, Lessor shall collect an additional fifteen percent (15%) of the rental payment**

ordinary wear and tear excepted, as the same shall be at the commencement of this lease.

Lessee shall not make any improvements nor install or attach any fixtures on the Leased Premises without prior written consent of the Lessor. If Lessee shall install any improvement or fixtures, Lessee shall be required to remove the same at the termination of the lease and at Lessee's own cost and expense, repair any damage to said premises resulting from the removal. At Lessor's option, the interest of the Lessee in any property in any improvements or fixtures not removed shall vest in Lessor.

7. Compliance with Orders, Ordinances, Rules, Etc. Lessee agrees throughout the terms of this lease, at Lessee's sole cost and expense, to comply with any requirement in any form at any time applicable to the Leased Premises or any part thereof by any governmental authority having jurisdiction over said premises. Lessee shall likewise comply with the requirements of any policy of insurance held by Lessor at any time in force with respect to said premises.
8. Abandonment. If Lessee shall abandon said premises or are dispossessed by the process of law, or otherwise, then Lessor or its agent shall have the right to take immediate possession of and re-enter said premises.
9. Assignments. The interest of Lessee in this lease may not be sublet, assigned or otherwise transferred in whole or in part by lessee without prior written approval of Lessor.
10. Use of Leased Premises. Lessee shall use the Leased Premises in a careful, safe and proper manner. Lessee agrees that there shall not be kept or used on said premises any auxiliary heating source such as a kerosene heater, un-vented gas heater, etc., without the written permission of Lessor.
11. Holdover Tenancy. The term of this lease shall automatically be extended on a month to month basis until either party delivers to the other **WRITTEN NOTICE** of its intention to terminate this lease **Thirty (30) days prior to the end of the then current rent rental month, and in addition to a valid Thirty (30) day notice, all goods must be removed from the facility by the last day of the lease term.**
12. Notice. All notices, demands or requests by either party shall be in writing and shall be sent to Lessor at the address specified hereinbelow and to Lessee at the address specified below.
13. Miscellaneous. If any terms or provisions of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

as late charges as authorized by North Carolina General Statute §§ 66-305 and 66-306; and

- (c) If the rental payment is not paid in full by the 10th day of the month, a lock will be placed on the unit by Lessor until such time that payment of rent and all late charges are paid in full.
- (d) Provisions 4(a) and (b) herein are drafted in accordance with North Carolina General Statute §66-305 as they are in bold 14 point type.
- (e) Nothing herein contained shall limit or prejudice the right of Lessor to provide for and obtain as damages by reason of any termination of this lease or of possession an amount equal to the maximum allowed by any statute or rule of law in-effect at the time when such termination takes place, whether or not the amount be greater, equal to or less than the amount of the damages which Lessor may elect to receive under any provision of this lease.

5. Liabilities. Storage of any and all property within the leased premises shall be at Lessee's sole risk and no bailment is created hereunder. Lessee is solely responsible for the acquisition of insurance from independent insurance companies if Lessee shall desire insurance coverage on the personal property located within the leased premises. Lessor shall have no liability for loss or damage to any property (whether or not belonging to lessee or third parties) stored in the leased premises or otherwise, due to, and including but not limited to, fire, flood, mildew, theft, rodents, roof and all other leakage, nor for any damage occasioned by water, snow or ice upon or coming through the roof, doors or walls, not by the acts and/or negligence of Lessor, its agents, Lessee, all other third parties or acts of God. Lessee shall indemnify and hold Lessor and its agents harmless from and against any and all loss or damage from the aforementioned caused to any and all property stored in Leased Premises.

Further, Lessor shall have no liability for and Lessee shall indemnify and hold Lessor and its agents harmless from and against all claims or injury to or death of persons on or about the leased premises caused by the acts of negligence of Lessor, its agents, Lessee, and all other third parties.

Further, Lessee agrees that in case of damage to or destruction of the Leased Premises and/or any other property owned by Lessor at the location specified in paragraph number one herein, such damage or destruction being the result of fire or any and all other types of casualty which shall have been caused in any manner by Lessee or Lessee's agent, Lessee, at Lessee's sole cost and expense, shall promptly restore said Leased Premises and any and all real property of Lessor caused by such damage or destruction by Lessee to the condition immediately prior to such damage or destruction thereof.

6. Repair and Maintenance. Lessee agrees throughout the term of this lease to maintain the Leased Premises and to deliver and surrender to the Lessor possession of the Leased Premises upon termination of the lease in as good condition and repair,

THIS AGREEMENT has been executed this _____ day of _____, 20____

LESSEE

ADDRESS _____

HOME PHONE _____

WORK PHONE _____

ALLEN STREET STORAGE

LESSOR

ADDRESS P.O. Box 65
Sylva, NC 28779

HOME PHONE _____

WORK PHONE 828-631-9322