



**Located At :**  
495 Hendersonville Hwy.  
Pisgah Forest, NC 28678

Ph: 828-884-7592 Fax: 828-884-5492 E-mail: pisgahcenter@hotmail.com

**Mailing Address:**  
PO Box 1970  
Brevard, NC 28712

**RENTAL AGREEMENT**

Date: \_\_\_\_\_ Approx. Space Size: \_\_\_\_\_ Storage Space No. \_\_\_\_\_ Gate Code: \_\_\_\_\_

Occupant's Name \_\_\_\_\_

Address \_\_\_\_\_

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

Mailing Address \_\_\_\_\_  
(If different)

Social Security Number \_\_\_\_\_ Monthly Rate \$ \_\_\_\_\_

Drivers License Number \_\_\_\_\_ St \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Telephone Number (Hm) \_\_\_\_\_ Other Rent \$ \_\_\_\_\_

(Wk) \_\_\_\_\_ (Cell) \_\_\_\_\_ Other Charges \$ \_\_\_\_\_

E-mail Address \_\_\_\_\_

Additional Authorized User Name(s) \_\_\_\_\_ Total Received \$ \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

**This Rental Agreement**, (hereinafter referred to as the "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between, the Owner, (hereinafter referred to as the "Owner") as Landlord and the Occupant identified above, (hereinafter referred to as the "Occupant") whose last known address is set for the above. For the consideration provided for in this Agreement the Occupant agrees to rent from the Owner, and the Owner agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self service storage facility known as Pisgah Center Self Storage, located in Transylvania County, North Carolina (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and conditions, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

1. RENT: The Occupant agrees to pay the Owner, for the use of the space, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance at the office of the self- storage facility on or before the anniversary date of each month and a like amount for each month thereafter, until the termination of this agreement. If any monthly installment is not paid within 10 days after the anniversary date, or if any payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. Upon default Owner may, without notice, deny the Occupant access to the property located in the self-storage facility. Occupant's property will be sold at public auction if Occupant fails to pay all sums due to Owner to cure its default. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the Owner's enforcement of lien and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. At Owner's option, rental payments and other charges can be made by cash, check, travelers checks, money order and credit card. Owner reserves the right, especially when Occupant is in default, or Owner has been presented with a dishonored check, to refuse payment by check, unless bank check, certified check, or cash payment is presented.

**NOTICE TO OCCUPANT: THIS AGREEMENT CONTAINS TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT. THIS IS A FOUR (4) PAGE AGREEMENT, DO NOT SIGN IT UNTIL YOU HAVE READ ALL SIDES AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.**

EXECUTED, THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Occupant \_\_\_\_\_  
Print (Name)

Owner/Authorized Agent

Signature \_\_\_\_\_

Signature \_\_\_\_\_

2. DEPOSIT AND FEES: Occupant agrees to pay the sum of \$ \_\_\_\_\_ as a deposit to be held by the Owner and to be used, if necessary, for the repair of any damage done to the space and to clean up the space at the termination of the Agreement. In the event that the space is left in a good state of repair and in a broom-swept condition, then this amount shall be refunded to the Occupant. Occupant agrees that the Owner may also set off any claims it may have against the Occupant from this fund and further agrees to compensate owner for any additional clean up expenses over and above the deposit amount paid including disposal charges and landfill fees. **OCCUPANT AGREES THAT PAYMENTS RECEIVED AFTER THE 10<sup>TH</sup> DAY OF THE ANNIVERSARY DATE ARE SUBJECT TO A LATE FEE OF 15% OF THE MONTHLY RENTAL RATE.** In the event of a dishonored bank check from Occupant to Owner, Occupant agrees to pay \$25.00 as liquidated damages for said dishonored bank check as additional rent.

3. USE AND COMPLIANCE WITH LAW: The space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space, which would cause danger or nuisance to the space of facility. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter or affix signs on the space, and will keep the space in good condition during the term of the Agreement. The Occupant agrees not to store jewels, furs, antiques, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Occupant. 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 the Agreement.

4. LIMITATION OF VALUE: Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$2,500.00. 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 a storage unit is \$2,500.00. 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.

5. OCCUPANT'S RISK OF LOSS: No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the leased space shall remain vested in the Occupant, and all property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever including, but not limited to burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

6. INSURANCE: Occupant, at Occupant's expense, shall secure its own insurance to protect itself and its property against all perils of whatsoever nature. 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. Insurance carried by the Owner shall be for the sole benefit of the Owner and Occupant shall make no claim whatsoever against Owner's insurance. 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.

7. INDEMNIFICATION OF OWNER: Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury or not and costs including attorney's fees arising from Occupant's lease of the space on the facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the space or about the facility regardless of whether such loss or damage is caused by negligence of third parties or acts of God. In the event that the space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the space and store it at the Occupant's sole cost and expenses without liability 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 such removal and storage. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.

8. PERSONAL INJURY: Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury, death, or property damage or loss arising from occupants use of the storage space or promises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

9. OWNER'S LIEN: **OCCUPANT'S STORED PROPERTY IS SUBJECT TO A SELF STORAGE OWNER'S LIEN, AS PROVIDED IN SECTION 44A-40 THROUGH 44A-46, NORTH CAROLINA REVISED STATUTES, AND OCCUPANT'S STORED PROPERTY MAY EVEN BE SOLD TO SATISFY SUCH LIEN AS PROVIDED THEREIN. IN THE EVENT THAT RENT OR OTHER CHARGES UNDER THIS AGREEMENT**

REMAIN DUE AND OWING FOR FIFTEEN DAYS AFTER SUCH CHARGES ARISE, PROCEDURES TO ENFORCE OWNER'S LIEN WILL BE COMMENCED. OCCUPANT SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED BY OWNER TO PRESERVE OCCUPANT'S PROPERTY, PREPARE IT FOR SALE, OR TO COMPLY WITH THE LAWS GOVERNING OWNER'S LIEN. If Occupant's property is processed for sale at public auction, the cost will be as follows: On or after the thirtieth (30<sup>th</sup>) day following delinquency, the lock shall be cut and inventory taken. A lock cutting and inventory fee of thirty-five dollars (\$35) shall be immediately due and payable. An additional fee of Seventy-five dollars (\$75) shall be charged to Occupant for preparing a notice of sale, if applicable, along with all collection, auction preparation, advertising and other charges incurred by Owner in connection with the sale or proposed sale to dispose of the Unit's contents, which sale shall conform to the requirements of North Carolina law. If Occupant is storing a motor vehicle, and Owner is required to report such sale to the Division of Motor Vehicles, Occupant shall pay an additional twenty-five dollar (\$25) administrative fee, which is the reasonable cost incurred by Owner with respect to Owner's obligations to report such sale to the Division of Motor Vehicles, together with all fees charged by the Division of Motor Vehicles. All past due payments and payments made upon vacating shall be paid in cash, cashier's check or money order.

10. OCCUPANT'S LIABILITY: In the event of a foreclosure sale, it is understood and agreed that the liability of 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. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space.

11. CONDITION AND ALTERATION OF PREMISES: Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition and agrees to pay Owner promptly for any repairs to the space resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. Occupant shall make no alterations or improvements to the space without prior written consent of Owner. Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner then all costs necessary to restore the space to its prior condition shall be borne by Occupant. Occupant shall notify Owner immediately of any damage or defect to the space.

12. TERMINATION: This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party a written notice of its intentions to terminate the agreement five (5) days prior to the end of the then current rental month. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to the Owner within five (5) working days unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required including lock used to secure occupant's unit, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion.

13. ABANDONMENT: This Agreement shall automatically terminate if Occupant abandons the space(s). Occupant shall have abandoned the space if Occupant has removed Occupant's locking device from the space and IS NOT current in all obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded.

14. OWNER'S RIGHT TO ENTER: Owner may cut the lock and enter the space for the purposes of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition or nuisance has been created, or is occurring in the space, or in any situation constituting an emergency, or for repairs to the interior or door, or inspections by governmental authorities. In the event any inspection discloses any stored property or any condition in violation of any portion of this agreement, then Owner may immediately remove and dispose of such property, and take action to remedy such condition, without notice to Occupant, and at Occupant's expense.

15. ASSIGNMENT AND SUBLETTING: Occupant shall not assign this Agreement or sublet the whole or any portion of the space rented hereunder.

16. **WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

17. **SUCCESSION:** This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.

18. **GOVERNING LAW:** This Agreement and any actions between the parties shall be governed by the laws of North Carolina.

19. **WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against

Owner on any matter arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

20. **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. The agents and employees of Owner are not authorized to make warranties about the space, premises, and facility referred to in this Agreement. Owner's agents and employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and **NO OTHER WARRANTIES** are given beyond those set forth in this Agreement. 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** 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**.

21. **RULES AND REGULATIONS:** Occupant agrees to be bound by the Rules and Regulations as posted by the Owner from time to time. All Rules and regulations shall be deemed to be part of this agreement and incorporated herein.

22. **NOTICE OF CHANGE OF ADDRESS:** Occupant represents and warrants that the information Occupant has supplied in the Rental Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address shown on the Rental Agreement. No notice of any change of any address shall be effective unless given in accordance with this paragraph, and acknowledged by Owner in writing.

23. **CHANGES:** The terms of this Agreement such as monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

24. **OCCUPANT'S LOCK:** Space shall be immediately locked by Occupant upon execution of the agreement. Only one lock shall be permitted. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf and signed waiver of indemnification to owner is provided. 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.

25. **ACCESS:** In Owner's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises. Access will be limited to those Occupants and authorized users listed on this rental agreement unless the user has an access code and key to the unit which shall be considered valid evidence that the possessor is duly authorized to enter and remove contents from any Unit provided under this agreement.