

Mashburn Properties II, LLC

29 North Market Street Suite 403 Asheville, NC 28801 (678) 384-9720

Camper, RV, and Boat Storage Agreement

This rental agreement is executed on the _____ day of _____, by and between, Mashburn Properties II and _____ ("Renter"), whose permanent address and alternate are as follows:

Name of Renter

Name of Alternate Contact (REQUIRED)

Renter's Address

Alternate's Address

Renter's City/State/Zip Code

Alternate's City/State/Zip Code

Renter's Telephone #

Alternate's Telephone #

Renter's Email Address

Alternate's Email Address

STORAGE SPACE # _____ ("Premises")

Vehicle Type (RV, Camper, etc.)	Make	Model	Year	License Plate #	State	VIN/Serial #

LIENHOLDERS: Renter represents that he/she owns or has legal possession of the item stored on Premises. Renter attests that item stored is free and clear of all liens and secured interests EXCEPT for:

Name of Lien Holder/ Secured Creditor: _____

Address of Lien Holder/Secured Creditor: _____

FEES AND CHARGES: \$600 is the annual rent for open storage space and \$900 is the annual rent for enclosed storage space. Rent is due upon approval of the rental application and the beginning of each subsequent year.

By placing your **INITIALS HERE** _____, Renter acknowledges that the above information is correct, that all payments are due before the close of business on the day indicated, and that in the event of late payment (1 day or later from when payment is due), Renter agrees to pay late fee of \$50.

1. **PURPOSE AND DESCRIPTION OF PREMISES.** Renter hereby leases from Mashburn Properties II, LLC (Owner) the Premises. It is agreed by and between Owner and Renter that the parties have entered into this Rental Agreement for the purpose of renting the Premises with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Renter understands that the Premises is included in a larger facility ("Facility") which contains similar rented space to other Renters and acknowledges and agrees that the Premises and common areas of the property are satisfactory. Owner reserves the right to promulgate rules for Renters and their representatives relative to the use of Premises and common areas and Renter agrees to abide by such rules and to require all Renter's representatives to do likewise.

2. **RENTAL.** Renter agrees to pay the Owner for the use of the Premises the annual sum listed above. Rent payments shall be made in full without offset or deductions of any kind and without demand. Rent shall be delinquent if not paid by the day immediately following the due date. Prior to taking possession of the Premises, and as a condition of taking possession, Renter shall pay the rent for the first year. If any annual installment is not paid within day (1) day from the due date, or if any check in payment is dishonored, Renter shall be deemed to be in default. The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Default can also be the Renter's failure to perform any terms or conditions of this Agreement or Renter's breach of the peace. **In the event of Renter's default, Owner may, without notice, deny the Renter access to the property located in the Premises.**

Renter's property may become subject to a lien if rent remains unpaid for fifteen (15) days or longer. In addition Renter agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including, but not limited to inventory of stored property and reasonable storage fees as may be provided by law. In the event of satisfaction of the lien prior to the sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed during lien enforcement. All payment made to satisfy outstanding lien amounts and charges shall be paid by certified check, cashier's check, money order or cash. If Renter's checks are dishonored more than once, Owner may require, upon thirty (30) days written notice to Renter that all future rent shall be paid by certified check, money order, cashier's check or cash. Renter agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure and sale of Renter's property. Partial payments do not waive or avoid the legal effect of prior notices given to Renter. Only full payment on Renter's account prior to the published auction date will stop the scheduled sale of the property.

3. **OWNER'S LIEN RIGHTS AND SECURITY AGREEMENT. ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT MAY BE SOLD TO SATISFY THE OWNER'S LIEN IF RENTER IS IN DEFAULT.** Owner shall have a lien on all personal property stored in Premises, whether or not owned by Renter, or on the proceeds of said personal property in Owner's possession. The lien attaches as of the date such personal property is brought to the storage facility and is superior to any other lien or security interest, except those that are protected and recorded prior to the date of this Agreement. If Renter fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Renter, Renter will be considered in default. On the fifteenth (15th) day of continuous default, or thereafter, Owner may enforce its lien on the personal property stored in the Premises pursuant to Chapter 44A-40, et. seq. of the North Carolina Statutes for: rent, late charges, labor, damages, cleaning fees; charges for checks returned to Owner, postage amounts for mail providing notification of late charges and auctions, expenses necessary for the preservation of the personal property stored in the Premises, and the expenses incurred in the sale or other disposition of said personal property pursuant to law. Owner may remove any and all personal property located within said Premises for the purpose of selling the same. Owner will first attempt to sell any or all said

personal property at public sale. If not sold at public sale, any or all items of said personal property will then be otherwise disposed of and/or destroyed by Owner.

This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "collateral") of the Premises, and a security interest shall attach thereto for the benefit of, and is hereby granted to Owner by Renter to secure the payment and performance of Renter's default hereunder. Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Owner retains its Owner's statutory lien. All rights of Owner hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights.

4. **TERM.** The term of this Lease shall commence as of the date of the Lease and shall continue for a period of one year. Either Owner or Renter may terminate the tenancy at the expiration of the Initial Term by giving written notice to the other at least thirty (30) days prior to the expiration date of the Initial Term. In the event such written notice is not given, this Lease shall automatically renew for a term of one year upon the same terms and conditions contained herein.

5. **USE OF PREMISES.** The Premises shall be used by the Renter only for storage of the vehicle, RV or boat above described. No maintenance, major repair work or changing of vehicle fluid is allowed on the Premises. Minor repair work such as changing batteries and flushing engines is permitted. Any personal property of Renter must be stored inside of the approved vehicle, RV or boat. Unsecured property or abandoned property will be disposed of without notice. Renter may not use the premises for any other purpose or make any improvements or alterations without written consent of Owner.

6. **CONDITION AND REPAIR.** Renter accepts the Premises "as is," and is not relying on any representations of Owner as to condition, suitability, zoning restrictions, or usability. Renter shall keep the Premises in good condition and repair throughout the term of this Rental Agreement, and upon termination thereof, to surrender possession of the Premises in as good as condition as it existed on the commencement of the Rental Agreement, subject only to reasonable wear and tear. Renter shall not store any personal property in the common area. Renter shall comply with applicable local, state and federal rules and regulations.

7. **HOLD HARMLESS AND INDEMNIFICATION.** Renter shall defend, indemnify, and hold harmless Owner, its officers, officials, employees and volunteers, from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Renter's use of Premises, or from the conduct of Renter's business, or from any activity, work or thing done, permitted, or suffered by Renter in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Owner.

8. **INSURANCE REQUIREMENTS. OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT RENTER'S PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS RENTER'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** Renter, at Renter's expense, shall secure his own insurance to protect himself and his property against all perils of whatsoever nature. Renter agrees to obtain insurance coverage for 100% of the actual cash value of Renter's property stored in or on the Premises, or Renter agrees to be self-insured. Insurance on Renter's property is a material condition of this Agreement, and Renter assumes all risk of loss, damage, or theft 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 Renter shall make no claim whatsoever against Owner's insurance. Renter agrees not to subrogate against or allow Renter's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause.

Renter's maintenance of insurance as required by the Agreement shall not be construed to limit the

liability of the Renter to the coverage provided by such insurance, or otherwise limit Owner's recourse to any remedy available at law or in equity.

Renter shall provide Owner with a certificate of insurance or declaration page of the auto, RV, boat, homeowner's, renter's or similar policy which covers each vehicle/boat/personal property stored on Premises. Renter shall provide Owner with written notice of any policy cancellation within ten (10) business days of their receipt of such notice. Failure on the part of the Renter to maintain the insurance as required shall constitute a material breach of lease, upon which Owner may, after giving five (5) business days' notice to the Renter to correct the breach, terminate the Agreement.

9. **ASSIGNMENT.** Renter shall not transfer or assign the Renter's leasehold interest in the Premises, in whole or in part.

10. **ACCESS AND DENIAL OF ACCESS.** In the Owner's absolute discretion, Renter's access to the storage facility and Premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and to protect security. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Renter's identity and inspecting vehicles that enter the premises. If rent is not paid within 5 days of the annual due date, Owner may without notice deny the Renter access to the property located in the Facility. Access will be denied to any party other than the Renter unless said party has supplied Owner with written authorization from the Renter to enter the Premises. Additionally, if Renter is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Renter to all rented Spaces.

11. **OWNER'S RIGHT TO ENTER AND INSPECT.** Renter grants Owner, Owner's agent or representatives of any governmental authority, including, but not limited to police, fire, health or emergency response officials, access to the Premises upon three (3) days prior written notice to Renter. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority, including but not limited to police, fire, health or emergency response officials, shall have the right to enter the Premises, without notice to Renter, and take such action as may be necessary or appropriate to preserve the Premises, to comply with applicable law or enforce any of Owner's rights. Owner shall not be responsible for any loss suffered by Renter as a result of entry authorized under this Section.

12. **TERMINATION.** This Rental Agreement shall terminate at expiration of the term set forth above. No refunds are allowed for partial occupancies. Upon termination of this Rental Agreement, the Renter agrees to surrender all keys for the Premises to Owner at the place then fixed for the payment of Rent. If Renter fails to remove any of its personal property from the Premises at the termination of this Agreement or when Owner has the right of re-entry, Owner may, at its option, remove and store said property without liability for loss thereof or damages thereto, such storage to be for the account and expense of Renter. If Renter fails to pay the storage costs after fifteen (15) days or more, Owner may, at its option, sell any or all of such property at public or private sale, in such manner and at such times and places as Mashburn Properties II, in its sole discretion, may deem appropriate, without notice to Renter, and shall apply the proceeds of the sale first to the costs of the sale, including attorney's fees, second to the storage costs, and third to the payment of any amounts then or thereafter due to Owner from Renter under this Rental Agreement. The balance, if any, shall be returned to Renter.

Owner may elect to terminate this Agreement if the Premises, or any portion thereof, are destroyed or damaged so as to materially hinder effective use of the Premises.

13. **RENTER'S BREACH.** In the event the Renter breaches this Agreement, Owner shall be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity.

14. **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE.** All property stored within or on the

Premises by Renter or located at the facility by anyone shall be stored at Renter's sole risk. Renter must take whatever steps he deems necessary to safeguard what is at the Facility or in or on the Premises. Renter shall assume full responsibility for who has the keys and access to the Premises. Owner and Owner's employees and agents 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, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, hurricanes, rain, tornados, explosions, terrorist acts, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. IT IS AGREED BY RENTER THAT THIS RELEASE OF OWNER'S LIABILITY IS A BARGAINED FOR CONDITION OF THE RENT SET FORTH HEREIN AND THAT WERE OWNER NOT RELEASED FROM LIABILITY, A MUCH HIGHER RENT WOULD HAVE TO BE AGREED UPON.

15. **SEVERABILITY.** If any covenant or provision of this Rental Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.

16. **AMENDMENTS.** Any revision or amendment to this Rental Agreement shall be made by Mashburn Properties II, in writing to the Renter.

17. **SUCCESSORS.** The terms, provisions, conditions and covenants of this Rental Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto; however, this provision shall not itself authorize any attempted assignment or transfer of Renter's rights.

18. **GOVERNING LAW.** The Rental Agreement and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of North Carolina.

19. **ENTIRE AGREEMENT.** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective officers, employees, or agents, that is not contained in this written document shall be valid, binding, or enforceable.

I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY, AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

(Signature)

(Printed Name)

(Date)