

## CONDITIONS

1. Tenant further covenants with Landlord that at the expiration of the term of this lease, peaceable possession on the premises shall be given to the Landlord, 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 Landlord.
2. Tenant shall not place or keep in the premises explosives, inflammable liquids, contraband or other goods prohibited by law and agrees to abide by any rules promulgated by Landlord governing the use of these premises. Tenant shall not permit damage to the premises and shall indemnify and hold Landlord harmless from any claim or cause of action arising out of Tenant's use of the premises. Tenant assumes responsibility for any loss or damage to property stored by Tenant in the premises and may or may not elect to provide insurance coverage for the same. **LANDLORD DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF THE TENANT.**
3. Upon expiration of this lease, if Tenant continues to rent the premises on a month-to-month basis, all covenants and conditions contained in this lease shall continue in full force and effect. All leases expire on the last day of the month unless otherwise noted. Failure to vacate the premises on lease expiration date automatically renews the lease for one (1) more month. **THERE ARE NO PRORATED RENT REFUNDS.**
4. Ten (10) days prior to vacating the premises, Tenant agrees to give Landlord written notice that he is giving up his space. On the date the unit is vacated, Tenant must so advise Manager. Failure to give notice will result in forfeiture of the Tenant's security deposit.
5. If rental payments are not paid when due on the first (1st) day of each month, they will be subject to a Ten Dollar (\$10.00) late charge after a five (5) day grace period. Mailed payments must be postmarked by the fifth (5th) day of the month to avoid late charge. **LANDLORD DOES NOT SEND OUT BILLING FOR MONTHLY RENTAL CHARGES.**
6. If rental payments are not paid in full within ten (10) days of the due date, including the late charge, the Landlord may, at his option, declare the Tenant in default. No notice need to be given of said default. **LANDLORD MAY, AT HIS OPTION, REMOVE TENANT'S LOCK AT TENANTS' EXPENSE WHEN DEFAULT OCCURS TO APPRAISE STORED CONTENTS FOR SALE.**
7. In the event of default in the payment of the rent provided herein, Landlord may, with or without notice to Tenant, take possession of the leased premises, together with all property therein. Upon default, the Landlord may, at his option, exercise all of his rights according to Chapter 44A of the N.C. General Statutes, including possession and sale of storage contents. All costs of moving, storage and/or sale of goods associated with default shall be borne by Tenant.
8. In the event Landlord 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, an additional amount as and for attorney's fees and costs incurred — amount not less than 15% of the monies owed.
9. Landlord will have the right in the event of an emergency to enter the premises using whatever reasonable force is necessary.
10. Change of address: IT SHALL BE THE DUTY OF THE OCCUPANT TO FURNISH THE OWNER, IN WRITING, ANY CHANGE OF ADDRESS OR PHONE NUMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PRE-PAID.
11. A returned check is subject to a charge of Twenty Dollars (\$20.00).
12. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns.

**PAYMENT MAY BE MADE TO:  
HARNETT CENTRAL STORAGE AND RENTALS  
3821 HARNETT CENTRAL ROAD  
ANGIER, N.C. 27501**