

STORAGE LEASE AGREEMENT

This Storage Lease Agreement (the "Lease") is entered by and between the Town of River Bend ("Landlord") and _____, ("Tenant") this the ___ day of _____, **2009**. Landlord and Tenant may collectively be referred to as "Parties".

The Parties agree as follows:

PREMISES: Landlord hereby leases storage space Unit/Lot #Unit No., located at the Wildwood Storage Facility, 113 Wildwood Drive, River Bend, NC 28562 (the "Premises") to Tenant, to be utilized for storage purposes only.

LEASE TERM: The lease will start on this the ___ day of _____, **2010** (Begin Date), and will end on the _____ day of _____, 20____ (End Date) (the "Lease Term").

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of \$_____ ("Rent") each month in advance on the first day of each month at River Bend Town Hall, 45 Shoreline Drive, River Bend, NC 28562, or at any other address designated by the Landlord.

If the Lease Term does not start on the first day of the month, or end on the last day of the month, the rent will be prorated as follows. For Lease Term dates from the first through the fifteenth of the month, the full monthly rate will be charged. For Lease Term dates from the sixteenth of the month through the last day of the month, one-half the full monthly rate will be charged. Landlord **will not** invoice Tenant monthly.

Rent fees may be adjusted following a thirty (30) day notice, except rent fees for Tenants who pre-pay for twelve (12) months will not be adjusted during the twelve (12) month period.

LATE CHARGES: If any amount under Lease is more than ten (10) days late, Tenant agrees to pay a late fee of ten dollars (\$10.00). Balances past due for thirty days or more are subject to an interest penalty at a rate of 1 ½ percent that is in addition to the aforementioned late fee.

INSUFFICIENT FUNDS: Tenant agrees to pay a charge of twenty-five (\$25.00) for each check, in accordance with state law, given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT:

- There is no security deposit.
- Tenant shall deposit with Landlord, in trust, a security deposit of \$_____ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents, and visitors to the Premises during the term of this Lease. Any interest earned on security deposits held by the Town is to the benefit of the Town and the Tenant has no claim on said interest.

LOCKS: Tenant will provide, at Tenant's sole expense, suitable locks to secure the space leased and/or to secure items stored in outdoor locations. Landlord will not be responsible for maintaining locks or holding keys for same.

DANGEROUS OR ILLEGAL MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable, or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company or any federal or state agency. Tenant shall not keep or have on or around the Premises any illegal items, materials, or substances.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance, or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or (b) declare Tenant in default of the Lease.

In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises, and any and all of Tenant's property subject to the lien as permitted by state law, by placing a lock on the storage unit or otherwise securing for the Landlord, any items stored in outdoor areas.

The failure of Tenant or their guests or invitees to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

If tenant does not remove the property at the termination of this Lease, the property will be treated as abandoned and may be sold in a reasonable manner as defined by state law. The proceeds of such sale will be applied to the costs associated with the sale, payment of secured interest (if any), any unpaid rent, and the balance (if any) of such a sale will be mailed to the Tenant.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees to not make any improvement or alteration to the Premises without prior written consent of the Landlord.

MAINTENANCE: If Tenant is leasing a Unit, Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean, and sanitary condition during the term of this Lease and any renewal thereof. If Tenant is leasing a Outdoor Space, Landlord will, at Landlord's sole expense, keep and maintain the Premises in good, clean, and sanitary condition during the term of this Lease and any renewal thereof. Tenant will promptly advise Landlord if the Premises are in need of any maintenance or repair.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this Lease.

HOLDOVER: In the event Tenant remains in possession of the Premises for any period after the expiration of the Lease Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$_____ per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable by thirty (30) days notice by either party.

SECURITY AND RESPONSIBILITY FOR LOSS: Tenant understands that Landlord does not provide any security alarm system or other security for the Premises. Tenant's possessions will occupy the Premises entirely at the risk of the Tenant. Tenant releases Landlord from any loss, damage, claim, or injury resulting from any casualty. Tenant is not responsible for carrying any insurance covering Tenant's possessions. Tenant should, at his/her own expense, obtain insurance for the property stored at

Premises. Tenant shall indemnify and hold Landlord harmless from any and all losses, damages and injuries caused by the acts or omissions of Tenant, its agents, invitees and licensees.

SEVERABILITY: If any part of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall remain in full force and effect. If any provision of this Lease shall be deemed invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the following addresses:

If to Landlord:
45 Shoreline Drive
River Bend, NC 28562

If to Tenant:

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease and cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive the Landlord's right to enforce any provisions of the Lease.

GOVERNING LAW; VENUE: This Lease shall be construed in accordance with the laws of the State of North Carolina. Venue for any action, whether at law or in equity, shall be Craven County, North Carolina.

ADDITIONAL PROVISIONS: (Specify "none" if there are no additional provisions)

_____.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Landlord:
The Town of River Bend

Tenant:

By: _____

Title: _____
