

Town Square Self-Storage Conditions

1. NO BAILMENT IS CREATED HEREUNDER: LESSOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE AND ALL PROPERTY STORED OR LOCATED ON THE PREMISES BY LEASEE SHALL BE AT LEASEE'S SOLE RISK. LESSOR DOES NOT ACCEPT POSSESSION OF ANY OF LEASEE'S PROPERTY STORED ON THE PREMISES. LESSOR SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGES TO ANY PROPERTY OF LEASEE'S OR THIRD PARTY PROPERTY STORED ON THE PREMISES OR OTHERWISE REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THIRD PARTIES OR BY ACTS OF GOD. LEASEE SHALL AT LEASEE'S EXPENSE OBTAIN INSURANCE ON THE PROPERTY STORED ON AND WITHIN THE PREMISES AND HEREBY EXPRESSLY RELEASES LESSOR FROM ANY LOSSES AND/OR DAMAGES TO SAID PROPERTY CAUSED BY THEFT, FIRE, RODENTS, INSECTS, UNLAWFUL ENTRY OR ANY OTHER CAUSES WHATSOEVER; AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS AND/OR DAMAGES TO SAID PROPERTY RESULTING FROM FAILURE, INTERRUPTION OR MALFUNCTION OF UTILITIES PROVIDED TO LEASEE UNDER THIS AGREEMENT. NOR SHALL LESSOR BE LIABLE TO LEASEE AND/OR LESSEE'S GUEST OR INVITEES FOR ANY PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY LEASEE AND/OR LEASEE'S GUESTS OR INVITEES WHILE ON OR ABOUT LESSOR'S PREMISES.
2. LEASEE EXPRESSLY AGREES AND COVENANTS THAT HE WILL NOT USE THE PREMISES FOR ANY UNLAWFUL PURPOSES: THAT HE WILL REIMBURSE LESSOR PROMPTLY FOR THE AMOUNT OF ANY LOSS, PROPERTY DAMAGES, COSTS OF REPAIRS OR SERVICE COSTS ARISING OUT OF THE NEGLIGENCE OR IMPROPER USE BY LEASEE OF PREMISES, SUCH REIMBURSEMENT TO BE DUE AND PAYABLE UPON LESSOR'S DEMAND. LESSOR'S FAILURE OR DELAY IN DEMANDING DAMAGE REIMBURSEMENTS, LATE PAYMENT PENALTIES, RETURN CHECK CHARGES OR OTHER SUMS DUE BY LEASEE SHALL NOT BE DEEMED A WAIVER THEREOF AND LESSOR MAY DEMAND SAME AT ANY TIME DURING OR SUBSEQUENT TO THE TERM OF THE AGREEMENT OR EXTENSION HEREOF.
3. LESSOR MAY, BUT SHALL NOT BE OBLIGATED, TO ENTER THE PREMISES AT ALL REASONABLE TIMES WITHOUT NOTICE TO LEASEE FOR THE PURPOSE OF INSPECTING, REPAIRING AND MAINTAINING THE PREMISES, AND IF DEEMED NECESSARY BY THE LESSOR, THE CONTENTS OF THE PREMISES MAY BE MOVED TO ANOTHER STORAGE UNIT OR OTHER SUITABLE STORAGE FACILITIES. LEASEE HEREBY AGREES TO INDEMNIFY, AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR PERSONAL INJURY AND COST, INCLUDING ATTORNEY FEES ARISING FROM LEASEE'S USE OF THE PREMISES OR FROM ANY ACTIVITY, WORK OR THINGS DONE, PERMITTED OR SUFFERED BY LEASEE IN OR ABOUT THE PREMISES. LEASEE SHALL NOT MAKE OR SUPPOSE TO BE MADE ANY ALTERATIONS OF THE PREMISES OR POST ANY SIGNS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LESSOR. LEASEE SHALL NOT COMMIT OR SUFFER TO BE COMMITTED, ANY WASTE ON OR TO THE PREMISES. LEASEE EXPRESSLY REPRESENTS TO THE LESSOR THAT AT NO TIME WILL LEASEE, LEASEE'S AGENT, SERVANTS, EMPLOYEES OR INVITEES USE ALL OR ANY PART OF THE PREMISES FOR THE PURPOSE OF STORING MONEY, JEWELRY, CONTROLLED SUBSTANCES AS DEFINED BY GOVERNMENT AUTHORITIES, EXPLOSIVE OR FLAMMABLE SUBSTANCES, LIVING QUARTERS, NOR ANY ILLEGAL GOODS, MERCHANDISE OR OTHER SUCH PROPERTY OF ANY KIND. LEASEE AGREES TO NOT STORE ANYTHING THAT IS HAZARDOUS OR ILLEGAL BY ANY STATE, LOCAL OR FEDERAL LAW, ORDINANCE OR REGULATION.
4. THERE ARE NO PRORATED RENT REFUNDS IN THE EVENT THE PREMISES ARE VACATED BEFORE THE LAST DAY OF THE MONTH. IF THE PREMISES ARE VACATED ON OR AFTER THE FIRST OF THE MONTH, A FULL MONTH'S RENT IS DUE.
5. RENTAL PAYMENTS ARE DUE ON THE FIRST (1ST) DAY OF EACH MONTH. PAYMENTS MADE AFTER THE SEVENTH (7TH) DAY OF THE MONTH ARE SUBJECT TO A \$20.00 LATE CHARGE. THE LESSOR MAY, AT ITS OPTION, DECLARE LEASEE IN DEFAULT IF LESSOR DOES NOT SEND OUT BILLINGS FOR MONTHLY RENTAL CHARGES.
6. IN THE EVENT LESSOR IS REQUIRED TO OBTAIN THE SERVICES OF AN ATTORNEY TO ENFORCE ANY OF THE PROVISIONS OF THIS AGREEMENT, LEASEE AGREES TO PAY, IN ADDITION TO THE SUMS SET HEREUNDER, AN ADDITIONAL AMOUNT AS AND FOR ATTORNEY'S FEES AND COSTS INCURRED.
7. A RETURNED CHECK FEE OF TWENTY-FIVE (\$25.00) DOLLARS WILL BE CONSIDERED ADDITIONAL RENT.
8. THE MONTHLY RENTAL RATE, ADMINISTRATIVE FEE, LATE CHARGE AND RETURNED CHECK CHARGE ARE EACH SUBJECT TO INCREASE ON THE FIRST DAY OF EACH MONTH. LEASEE SHALL BE GIVEN THIRTY (30) DAYS WRITTEN NOTICE OF ANY SUCH INCREASE AND THIS LEASE AGREEMENT SHALL BE DEEMED TO BE ALTERED IF LEASEE CONTINUES HIS OCCUPANCY BEYOND THE EFFECTIVE DATE OF INCREASE. NOTICES SHALL BE DEEMED GIVEN WHEN LESSOR DEPOSITS SAID WRITTEN NOTICE BY WAY OF FIRST CLASS MAIL, POSTAGE PREPAID TO LEASEE AT THE ADDRESS GIVEN ON THIS AGREEMENT. LEASEE SHALL TIMELY APPRISE LESSOR OF ANY CHANGE IN HIS/HER MAILING ADDRESS. A NEW LEASE AGREEMENT DOES NOT HAVE TO BE EXECUTED FOR NEW RATE INCREASES.
9. THE COVENANTS HEREIN CONTAINED SHALL EXTEND TO AND BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.
10. THIS INSTRUMENT IS A LEASE UNDER THE SOUTH CAROLINA LAW AND NO ESTATE FOR YEARS IS BEING GRANTED BY THIS INSTRUMENT. ALL PROVISIONS OF THE LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA. THIS AGREEMENT IS EXECUTED IN MULTIPLE, ONE FOR LEASEE AND ONE OR MORE FOR LESSOR.
11. ANY RIGHT GRANTED HEREIN TO LESSOR MAY BE EXERCISED BY LESSOR'S PROPERTY MANAGER OR OTHER REPRESENTATIVE OR AGENT.

LESSEE SIGNATURE: _____

DATE: _____