STATE OF SOUTH CAROLINA **UPSTATE PROPERTIES SELF STORAGE**

OCONEE COUNTY CITY OF SALEM **P.O. BOX 163 SALEM, SC 29676**

**RENTAL AGREEMENT**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 20\_\_\_, by and between the owner Upstate Properties SC LLC and the occupant **(Your Name**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_whose last known address is: (**Your Address)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

YOU HAVE THE RIGHT TO CHOOSE WHETHER YOU WANT TO RECEIVE ANY **NOTICE OF DEFAULT BY** **MAIL OR ELECTRONIC MAIL**. WHEN CHOOSING ELECTRONIC MAIL, YOU WAIVE ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OR MAIL.

**Choose one:**

1. **MAIL** TO THE ADDRESS WRITTEN ABOVE, PLEASE SIGN HERE:

 Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **OR:**

1. **E-MAIL**, SIGN HERE AND PRINT YOUR ELECTRONIC MAIL ADDRESS:

 E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE OWNER.

For the consideration provided in this agreement, the owner agrees to let the occupant use and occupy a space in the self-service storage facility, known as Upstate Properties Self Storage, located in the City of Salem, State of South Carolina, and more particularly described as follows:

**Unit #:\_\_\_\_\_\_\_\_\_\_\_\_**. This space to be occupied and used for the purpose specified in this agreement and subject to the conditions set forth beginning on: **(Today’s Date)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 ‘Space’, as used in this agreement, means that part of the self-service storage facility as described above. The occupant agrees to pay the owner, as payment for the use of the space and improvements on the space, the monthly sum of **(Your Unit Rate): $\_\_\_\_\_\_\_**  and payable in advance on or before the **1st day of each month**, in the amount agreed to and a like amount of each month after, until the termination of this agreement but precluded if ‘owner’ notifies ‘occupant’ within no less than 60 days of a rent increase. Prepaid units will not be affected by rate increases until pre-paid rent amount is zero.

When rent is **7 calendar days past due**, or if any check given in payment is dishonored, occupant is considered to be **in default** and the owner may deny access to the personal property located in the self-storage facility. THIS IS THE OCCUPANT’S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT. Late Fees may be assessed. (See Reverse Side)

The space named in this agreement 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 highly flammable goods or any other goods in the space which would cause danger to the space. The occupant agrees that the property will not be used for any unlawful purposes and the occupant agrees not to commit waste, nor alter, nor affix signs on the space, and will keep the space in good condition during the term of this agreement. **No items are to be left in unit upon vacating by occupant.**

**UPON DEFAULT BY THE OCCUPANT THE OWNER HAS A LIEN** ON ALL PERSONAL PROPERTY STORED IN OCCUPANT’S SPACE FOR RENT IN RELATION TO THE PERSONAL PROPERTY AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT’S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY RENT IS 7 CALENDAR DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.

For purpose of owners lien: ‘Personal property’ means movable property, not affixed to land and includes, but is not limited to, goods, merchandise, and household items; ‘last known address’ means that address provided by the occupant in the latest rental agreement or the address provided by the occupant in a subsequent written notice of change of address. The owner’s lien attaches as of the date the occupant is considered in default.

**OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE** WHICH WOULD PROTECT THE OCCUPANTS PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANTS RESPONSIBILITY TO PROVIDE SUCH INSURANCE.

Act No. 460, Section 1; Act No 136 (H.3563), Section 1.

**I have read and fully understand the instructions for renting a storage unit and the rental agreement and fully accept the provisions therein:**

**Occupants Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Unit #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Payment Amount Today:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Optional)

**Optional** Credit/Debit Card information for payment:

Card #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Circle: VISA / MC / AMEX / Discover

Name on Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3 Digit Security #: \_\_\_\_\_\_\_\_ (4 Digits for AMEX) **Bill Automatically on the 1st of each month? YES or NO**