

# VBHI Contractor Services Agreement

Village of Bald Head Island - Contractor Services  
910-457-9700  
P. O. Box 3009  
Bald Head Island, NC 28461

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

## RENTAL AGREEMENT

Container 15 and Container 14

THIS RENTAL AGREEMENT ("Rental Agreement"), dated as of July 1, 2017 by and between The Village of Bald Head Island, North Carolina, a municipal corporation ("VILLAGE") and Village of Bald Head Island - Contractor Services, P. O. Box 3009, Bald Head Island, NC 28461, 910-457-9700, jforte@villagebhi.org ("LESSEE").

In consideration of the mutual promises and covenants set out herein, VILLAGE does hereby let, permit and rent to LESSEE that certain Storage Container (20.0x8.0x8.0) and Storage Container (20.0x8.0x8.0) identified as Container 15 and Container 14.

1. **Rental.** LESSEE shall pay to VILLAGE as rent the monthly amount of \$0.00 for each month during the term of this Rental Agreement, said rent payable in advance, with the first such installment due upon the execution of this Rental Agreement and subsequent installments due the first day of each and every month thereafter during the term hereof. VILLAGE reserves the right to increase the monthly rental rate upon sixty (60) days advance notice to LESSEE or upon adoption of the VILLAGE'S annual operating budget which begins on July 1 each year. If the commencement date is other than the first day of a month, rent for the first month shall be prorated. Rent for the prorated first month and subsequent full month shall be due and payable upon execution of this Rental Agreement. All subsequent rental payments shall be due on the first day of each subsequent month. Failure to tender rent by the tenth (10th) day of any month shall result in a late payment charge equal to fifteen percent (15%) of the monthly rent. Failure to tender payment of rent in full on or before the last day of any month may terminate this Rental Agreement, at VILLAGE'S option. Rental payments shall be tendered without need of invoice or prior notice, to Village of Bald Head Island, Contractor Services, Post Office Box 3009, Bald Head Island, North Carolina 28461, or as otherwise agreed in writing by the parties.

2. **Term.** The rental herein shall commence on 7/01/2017 and shall continue on a monthly basis until either party terminates the agreement. This Rental Agreement may be terminated at any time by either party, without cause provided the terminating party is in compliance with all its herein obligations. Any unused, advance rental paid by LESSEE shall be prorated back to LESSEE as of the termination date, subject to any offsets due VILLAGE and to such other charges as are set forth in this Lease Agreement or allowed by law.

### 3. Use.

#### Storage Container Use Terms

The storage container has been inspected by LESSEE and is leased in its existing condition and location, and no warranty or representation is made by VILLAGE as to the suitability of the storage container for any particular purpose. No use may be made of the storage container except for purposes consistent with all laws of the Village of Bald Head Island, State of North Carolina, and the United States of America. No toxic or hazardous materials, flammable materials or other materials or substances generally considered inappropriate for storage in an outdoor, enclosed container, or which pose any fire or safety hazard, shall be allowed. LESSEE shall be fully responsible for all property stored in the leased container and for any damages caused by the stored property. No exterior storage is permitted.

#### Parking Use Terms

The parking space(s) rented hereby, which may be evidenced by a permit provided by the VILLAGE, and if required and provided must be displayed at all times while within the facility, shall be utilized solely for the purpose of parking one unit(s). For purposes of this agreement, one unit is defined as one ICE vehicle, one utility type trailer, one golf cart or one boat. Evidence of valid permits as required and issued by the VILLAGE must be presented prior to execution of rental agreement. A valid permit may be required to be presented at any time as requested by VILLAGE staff. No other unit(s) shall be permitted to occupy the parking space(s) without consent of the VILLAGE. Non-authorized unit(s) placed in the designated parking space(s) will be towed by VILLAGE at LESSEE'S expense. LESSEE agrees to center the unit(s) within the designated parking space(s) so as not to interfere with adjacent parking; to keep the parking space(s) clear of trash and refuse; to abide by the rules and regulations for the Contractor Services parking area as promulgated from time to time; and to promptly remove the unit(s) upon the expiration or termination of the Rental Agreement.

4. **Risk of Loss.** The risk of loss of the unit(s) and the contents thereof or other property of LESSEE is solely a risk to LESSEE. VILLAGE is not responsible for theft, damage or other loss. VILLAGE is not responsible for any articles left nor will VILLAGE accept possession or bailment of any such articles.

5. **Remedies.** Upon failure of LESSEE to pay rent, late fees, or upon failure of LESSEE to comply with any other terms or provisions of this Lease Agreement, VILLAGE may terminate the Lease Agreement and relet the Premises to a third party. Notice of such removal action shall be given by VILLAGE to LESSEE and LESSEE shall be given ten (10) days to tender all monies owed to VILLAGE for any outstanding rents, late fees and removal costs, plus a fifty dollar (\$50.00) storage fee, and in such event, the Premises shall be released to LESSEE. If LESSEE does not tender such payment within the time allowed, VILLAGE shall be entitled to sell the LESSEE'S

property and its contents as allowed by law at a private or public sale, at its discretion, and to apply all proceeds to all amounts owed VILLAGE for any purpose, and shall further be entitled to deduct from such proceeds all costs of sale (including attorney's fees incurred), with the remaining balance, if any, being forwarded to LESSEE at the above address. LESSEE specifically waives any and all rights reserved to LESSEE as to notice, sale procedures or disposition of proceeds other than those specifically set out herein, including those rights reserved by any North Carolina General Statutes, including, but not limited to, the North Carolina Uniform Commercial Code.

6. Insurance. VILLAGE provides NO insurance relating to the Premises, unit(s) or any items thereon or therein under this Lease Agreement. LESSEE is responsible for insuring its own property.

7. Rules and Regulations. LESSEE agrees to abide by the rules and regulations adopted from time to time by VILLAGE relating to access to and utilization of the Premises; including, without limitation, any reasonable periods of restricted accessibility.

8. Assignment. LESSEE shall not sublet or assign the Premises or any portion thereof without the prior written approval of VILLAGE. LESSEE understands that VILLAGE has no obligation to give such approval but, if such approval is given, LESSEE shall remain fully obligated hereunder, and shall be personally responsible for the acts and omissions of any party to whom the Premises, or any part thereof, is/are sublet or assigned.

9. Indemnity. LESSEE shall indemnify, defend and hold harmless the VILLAGE from any breach of any provision of this Rental Agreement by LESSEE.

10. Prior Agreement(s). This Rental Agreement supersedes and cancels any and all prior leases or agreements, verbal or written.

11. Dispute Resolution. Prior to commencing any proceeding, LESSEE shall first make a claim to the Village Business Manager or to his or her designee. Any matter that cannot be amicably resolved within thirty (30) days of a claim by LESSEE shall be brought exclusively in the General Courts of Justice of Brunswick County, North Carolina and LESSEE irrevocably waives any defense to said jurisdiction and venue. This Lease Agreement shall be governed by the laws of the State of North Carolina, excepting any conflicts of laws provisions that would apply the law of a different jurisdiction. If any provision hereof shall be found void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue in full force and effect and the void provision shall be stricken to the extent invalid and deemed modified to the limited extent necessary to comply with law and the intention of the parties.

WITNESS our hands and seals as of the date herein first above written.

VILLAGE OF BALD HEAD ISLAND

By: \_\_\_\_\_ (SEAL)  
Contractor Services Supervisor

Date: July 1, 2017

Mailing address for rent and notices:

Village of Bald Head Island  
Contractor Services  
Post Office Box 3009  
Bald Head Island, NC 28461  
(910) 457-7282  
Email: jforte@villagebhi.org

LESSEE:

Village of Bald Head Island - Contractor Services

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I agree to pay \$0 00 Each Month for unit Container 15.

I agree to pay \$0 00 Each Month for unit Container 14.

Signed

X

on 5/10/2017 01:28PM

VBHI Contractor Services