



Dumont 1-70 Exit 234 & 235	455 County Road 308 P.O. Box 142 Dumont, CO 80436 <b>303-567-4085</b>	Evergreen • Floyd Hill 1-70 Exit 247 & 248
Idaho Springs 1-70 Exit 241		Georgetown 1-70 Exit 228

Office Hours: 9:00 A.M. to 1:00 P.M. • Mon.—Sat. • Storage Yard Hours: 6:00 A.M. to 9:00 P.M. • Daily

**RENTAL AGREEMENT**  
**Late Charge 20.00• Returned Check Charge \$15.00**

Gate Code: \_\_\_\_\_

Unit # \_\_\_\_\_

\$5.00 Paper Invoice Fee:  No  Yes  Demographics: \_\_\_\_\_

Rental Agreement Start Date: \_\_\_\_\_ Occupant email Address: \_\_\_\_\_

Occupant (commercial tenants): \_\_\_\_\_ Rent per Month \$ \_\_\_\_\_ Deposit: Lock loaned

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer's Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Employer's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Soc. Sec. #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

\*Note- Total value shall not exceed \$5,000.00—*No Hazardous substances , Marijuana* or illegal goods

Disclosure of Lien holders. The following Person(s) have an interest I or lien against personal property in the Storage Space.

**NO RENT REFUNDS**

**RENTAL OF SPACE:**

In consideration of the covenants and conditions contained in this Rental Agreement. Owner rents to Occupant Storage Space at the self-service storage facility at the above described Site. Owner is not in the warehouse business, nor in the business of storing goods for hire. Under no circumstances shall owner be deemed to be bailee or other type of custodian. Owner's employees have been forbidden from providing any services on behalf of Owner. Should employees of Owner provide services at Occupants request, they shall be deemed to be agents of Occupant.

**RENT:**

Occupant shall pay the Owner, in advance on the **first day of each month**, at the Site in lawful money of the United States. Occupant agrees to pay the Late Charge for Rent received at the site after 5:00 p.m. on the 15th day of the month for which it is due. Notwithstanding the above, Owner may except correctly drawn checks for payment of Rent. If a check is returned uncollected, payments represented by it shall be considered delinquent on the date originally due and shall be subject to the Returned Check Charge. Owner may increase the Rent by notifying Occupant in writing at least 30 days prior to the first day of the month for which the increased Rent is due. Occupant shall pay the increased Rent from the date it becomes effective. An Occupant unwilling to pay the increases Rent may terminate this Rental Agreement as provided in the paragraph PERIOD OF OCCUPANCY.

**PARTIAL PAYMENTS:**

Occupant agrees and understands that partial payments made to cure default for nonpayment of Rent will not delay or stop the foreclosure and sale of Occupant's property. Partial Payments do not waive or avoid the legal effect of prior notices given to Occupant. **Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property.**

**PERFORMANCE DEPOSIT:**

Occupant has paid the Performance Deposit. The Performance Deposit, without interest, shall be returned within 30 days after the Termination of Occupancy. If payment of all sums owing is received, if the **Storage Space is surrendered broom clean and damage free**. Performance Deposits may be commingled by Owner with funds in its general account. Owner may, at its option, deduct from the Performance Deposit any unpaid charges, damages or Rent due without notice to Occupant. Should the total deductions exceed the amount of the Performance Deposit, Occupant shall pay Owner the amount of such excess.

**USE OF THE STORAGE SPACE:**

- The premises are to be used only for storage of personal property and household goods owned by Occupant. Occupant further agrees that the premises will not be used for human or animal Occupancy. Trash or other materials shall not be allowed in or near the rented premises. The storage of **welding or flammable, explosive, or other inherently dangerous materials is prohibited**. Occupant shall be in violation of any order or requirement imposed by any board of health, sanitary department, police department, or other governmental agency, or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises. The Occupant agrees not to store jewels, furs, heirlooms, artworks, collectibles; or other irreplaceable items having special or emotional value to the Occupant. Occupant agrees to place no more than one lock of his own choice on the premises.
- Occupant agrees not to conduct any business out of space, and further agrees that the space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting or other contracting in this Space. Unless given written permission by Owner, violation of the prohibitions in this article shall be deemed a default and shall be grounds for immediate termination of this agreement and shall cancel Occupant's right of Occupancy.
- Charges for removal of items left in unit upon moving out will be assessed and billed to you.**

**PERIOD OF OCCUPANCY:**

The period of Occupancy created by this Rental Agreement shall begin as of the date of this Rental Agreement and shall continue from month to month. Except for a possible partial first calendar month. Occupancy created by this Rental Agreement by delivering written notice to the other party of its intention to do so **at least 15 days prior to the last day of the calendar month** in which Occupancy will terminate. Any property left in the Storage Space after the date for which Occupant has given notice to terminate will be deemed abandoned by the Occupant. After said date, Owner may remove any lock from the Storage Space and dispose of the contents thereof without notice or liability to the Occupant. Owner shall give notice to any lien holder with an interest in the property to be disposed of, of whom the Owner has knowledge either through the disclosure provisions on this Rental Agreement or through finding a validly filed financing statement, as provided by law. Owner may also terminate this Rental Agreement by any means provided by law.

**NOTICE:**

ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTALAGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30 - DAY PERIOD.

**OCCUPANT HAS READ THE FORGOING RENTAL AGREEMENT, INCLUDING THE TERMS ON THE REVERSE SIDE HEREOF. OCCUPANT HAS RECEIVED A FULLY COMPLETED AND SIGNED COPY OF THIS RENTAL AGREEMENT.**

Occupant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Manager \_\_\_\_\_ Date: \_\_\_\_\_

**LIMITATION OF VALUE:**

Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless, Owner has given permission in writing for Occupant to store property exceeding \$5,000.00 in value and Occupant has provided proof of insurance to Owner to cover the value of the stored property. Occupant agrees that the maximal liability of Owner to Occupant for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.

**CHANGES TO RENTAL AGREEMENT:**

All terms of this Rental Agreement, including but without limitation, monthly Rental rates, conditions of Occupancy and other charges, are subject to change within thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Rental Agreement on the effective date of the change by giving Owner ten (10) days prior written notice of the change. If the Occupant does not give such notice, the change shall be effective and applied to his Occupancy.

**RISK OF LOSS AND INSURANCE:**

- a. No bailment is created by this Rental Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the leased Space shall remain vested in the Occupant, and shall property stored within or on the Space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Owner and Owner's agent and employees shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.
- b. Occupant, at Occupant's expense, shall secure its own insurance to protect itself and its property against all perils of whatsoever nature. Insurance on Occupant's property is a material condition of this Rental Agreement. Occupant's failure to carry insurance is a breach of this Rental Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Insurance carried by the Owner shall be for the sole benefit of the Owner and Occupant shall make no claim whatsoever against Owner's insurance. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause.

**INDEMNIFICATION OF OWNER:**

Occupant will indemnify and hold harmless the Owner from and against any and all and any manner of claims for damages of lost property or personal injury and costs including attorney's fees arising from occupant's lease of the Storage Space or the facility or from any activity, work, or thing done, permitted or suffered by Occupant in or on the Space or about the facility. In the event of fire or other casualty, Owner shall have the right to remove the contents of the space and store it at Occupant's sole cost and expense without liability for any loss or damage whatsoever and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with such removal and storage.

**NO HAZARDOUS SUBSTANCES:**

Occupant shall not cause or permit any hazardous substance to be stored, used, generated or disposed of on or in the premises by Occupant, Occupant's agents, employees, or invitees. If hazardous substances are stored, used, generated or disposed of on or in the premises or if the premises become contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising during or after the lease term and arising as a result of that contamination by Occupant. Without limitation of the foregoing, if Occupant causes or permits the presence of any hazardous substance on the premises and that results in contamination, Occupant shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises.

**OWNERS RIGHT TO ENTER, INSPECT, REPAIR:**

Upon the request of Owner, its agents or employees, Occupant shall provide access to the Owner, its agents or employees, to enter the leased space for the purpose of inspection, repair alteration, improvement, or to supply necessary or agreed services. **IN CASE OF AN EMERGENCY, OWNER, ITS AGENTS OR EMPLOYEES, MAY ENTER THE LEASED SPACE FOR ANY OF THE ABOVE STATED PURPOSES WITHOUT NOTICE TO OR CONSENT FROM OCCUPANT AND OWNER RESERVES THE RIGHT TO REMOVE THE CONTENTS OF THEIR LEASED SPACE TO ANOTHER SPACE OR FACILITY.** For the purpose of this paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

**DELIVERY OF NOTICE:**

Occupant's address shall be conclusively presumed to be the address provided by the Occupant in this Rental Agreement unless Occupant provides, Owner with a subsequent written notice of a change of address. All notices required or permitted by this Rental Agreement shall be presumed delivered when either delivered in person or deposited with United States Postal Service properly addressed with postage prepaid, except as otherwise provided by law.

**DEFAULT BY OCCUPANT:**

Time is of the essence in the performance of obligations created by this Rental Agreement. Failure of the Occupant to perform in a timely manner any obligation or duty set forth in this Rental Agreement shall constitute Default and Owner may proceed to do any or all of the following:

- a. Provide written notice of the default and the Owner's claim to the Occupant, to any lien holder with an interest in the property, of whom the owner has knowledge either through disclosure provisions in this Rental Agreement or through finding validly filed financing statement, and to the sheriff of the county in which the site is located. Such notice shall include an itemized statement of the Owner's claim, a brief and general description of the personal property subject to the Owner's lien, notification of denial of access to the personal property, a demand for payment, and a statement that, unless the claim is paid within the time stated, the personal property will be sold or otherwise disposed of, as provided by law.
- b. Deny Occupant access to the personal property.
- c. Terminate Occupant's right of possession of the Storage Space by any lawful means.
- d. Take appropriate action to enforce the Owner's lien as is provided by law.

In addition the amount of Owner's lien, Occupant shall be obligated to Owner for all costs, charges, fees or expenses associated with enforcement by Owner of its rights, including without limitation, reasonable attorney's fees, court costs, service of process fees, appraisal fees and any and all other costs, as provided by law.

**WAIVER OF JURY TRIAL:**

Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either Owner against Occupant or Occupant against Owner on any manner arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the Storage Space of any claim of bodily injury or property damage or the enforcement of any remedy under law, statute or regulation.

**RECOVERY OF ATTORNEY'S FEES AND COSTS:**

In the event action must be instituted or other proceedings taken to enforce any item, covenant, or condition or to recover any Rent or charge due or to recover possession of the space or facility for any default or breach of this Rental Agreement by Occupant, Occupant agrees to and shall pay Owner reasonable attorney's fees, costs, and expenses in connection therewith.

**EXCLUSION OF ALL WARRANTIES:**

Their agents and employees of Owner are not authorized to make warranties about space, premises, and facility referred to in this Rental Agreement. Owner's agents and employees **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, and shall not be relied upon by the Occupant, nor shall any of said statements be considered a part of this Rental Agreement. The entire Rental Agreement and understanding of the parties hereto is embodied in this writing and **NO OTHER WARRANTIES** are given beyond those set forth in this Rental Agreement. The parties hereto agree that the **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and all other warranties expressed or implied, **ARE EXCLUDED** from this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected the space, premises, and facility, and that Occupant accepts such leased space, premises, and facility **AS IS** and **WITH ALL FAULTS**.

**MISCELLANEOUS:**

- a. If any portion of this Rental Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion of the Rental Agreement.
- b. All provisions hereof shall apply to, bind and obligate the heirs, personal representatives, successors, assign, agents and representatives of the parties hereto.
- c. The provisions of this Rental Agreement and the rights of the parties hereto shall be construed in accordance with applicable laws of the State of Colorado. Including, but not limited to provisions relating to Self-Service Facility Liens, C.R.S. 1973, 38-21.5-101 at seq.
- d. No waiver by Owner, its agents, representatives or employees, of any branch or default in the performance of any covenant, condition or term contained or term contained herein shall constitute a waiver of and subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.
- e. No subletting of Occupant's Storage Space or any portion thereof or assignment of this Rental Agreement by Occupant is permitted.
- f. The headings of the various provisions of this Rental Agreement have been included only for the convenience of the parties and are not to be used in ascertaining the intentions of the parties.
- g. This Rental Agreement is the only agreement of the parties and supersedes any prior written or oral agreement. No amendment or alteration shall be binding unless made in writing signed by both parties.