



Dumont 455 County Road 308 Evergreen • Floyd Hill
 1-70 Exit 234 & 235 48 Mill Creek Rd 1-70 Exit 247 & 248
 P.O. Box 142
 Idaho Springs Dumont, CO 80436 Georgetown
 1-70 Exit 241 1-70 Exit 228
303-567-4085

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

Rental Term: (Select One)

Monthly Quarterly

Biannual Annual

Late Charge 20.00• Returned Check Charge \$15.00

Rental Agreement Start Date: _____ **Rent Due Per Term \$** _____

Occupant (commercial tenants): _____

Name: _____ **Home Phone:** _____ **Cell:** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Soc. Sec. #: _____ **Email Address:** _____

Driver's License #: _____ **State:** _____ **Expiration Date:** _____

Employer: _____ **Employer's Phone:** _____ **Extension:** _____

Employer's Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Emergency Contact: _____ **Phone:** _____

**Note- Total Value Shall Not Exceed \$5,000.00—No Hazardous Substances, Marijuana or Illegal Goods.*

DISCLOSURE OF LIEN HOLDERS:

Please provide below the name and address of any lien holder with an interest in the property that you will be storing in the rented storage space. Occupant hereby agrees to immediately update this Lien Holder information at any time should a lien be placed on any of Occupant's stored property.

Property Description: _____ **Name:** _____ **Phone:** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

*** NO RENT REFUNDS * LOANED LOCK/KEYS MUST BE RETURNED UPON VACATING UNIT ***

RENT. The monthly rent shall be as listed above (hereinafter referred to as the "Rent") and paid to Owner at the address stated above. Rent is due on the first (1st) day of each term, as selected above, in advance and without prior notice, written demand or billing statement. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. If occupancy of the Storage Space begins on any other day other than the first day of the month, Owner may require a full month's rent to be paid in advance and the subsequent month's rent adjusted as agreed. Owner does not pro-rate partial month's rent. Under no circumstances shall the Occupant be entitled to a refund of the first month's Rent. In addition, Occupant shall not be entitled to a refund of any pro-rated portion of the Rent for the month in which a termination of this RENTAL AGREEMENT occurs. Owner may change the monthly Rent or other charges, as well as any other term of this RENTAL AGREEMENT, which change or changes, will become effective the month following written notice to Occupant from Owner detailing the change, the written notice shall be given at least 30 days prior to the date in which the change will take effect. The notice will be by first-class mail or by e-mail at either the postal or e-mail address stated in this RENTAL AGREEMENT. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Any such adjustment in the monthly rent shall not otherwise affect the terms of this RENTAL AGREEMENT and all other terms of this RENTAL AGREEMENT shall remain in full force and effect.

DESCRIPTION OF STORAGE SPACE. Owner leases to Occupant and Occupant leases from Owner Enclosed Space Number listed and with an approximate size customer requested, located at the above referenced address of Owner (hereinafter referred to as the "Storage Space").

RENT & USE OF THE STORAGE SPACE/NO BAILMENT:

- a. Occupant agrees that the Storage Space and Facility shall be used solely for the storage of Occupant's personal property and Occupant agrees that the Occupant will not use the Storage Space to store any property not belonging to Occupant or for any unlawful purpose. Occupant agrees to adhere to all restrictions concerning use of the Storage Space set forth herein in this Agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant agrees to use the Storage Space only for the storage of property wholly owned by Occupant.
- b. Occupant shall not store live or dead animals, perishable food, any item that creates a noxious odor, plants of any type or size, or parts of any plants, including any marijuana plants, marijuana edibles, or any derivative of a marijuana plant, including hashish or THC of any type or in any form, antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant shall not store any perishable goods, and shall not inhabit the Storage Space; no electricity or any sort of combustible heating devices are allowed in the Storage Space without approval of the Owner. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000.00 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00. Occupant agrees to place no more than one lock of his own choice on the premises.
- c. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything herein alter the release by Occupant of any liability on the part of the Owner as set forth below in this Rental Agreement. Occupant agrees that the storage space shall be used for passive storage only, which means that Occupant shall not run any type of business from the Storage Space, nor shall Occupant use the Storage Space to **perform maintenance or repairs on vehicles**, or use the Storage Space to create or repair or perform any type of artistic work. Owner is not engaged in the business of storing goods for hire and no bailment is created under this Rental Agreement.
- d. **Charges for removal of items left in unit upon moving out will be assessed and billed to the occupant.**
- e. 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

TERM 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.

Gate Code:

Unit #

\$5.00 Paper Invoice Fee: No Yes Demographics:

NOTICE OF LIEN: By entering into this rental agreement, Occupant acknowledges and agrees that pursuant to Colorado Law, all of Occupant's stored property is subject to lien in favor of the owner pursuant to Colorado Law, such property may be sold or otherwise disposed of if payment is 30 days delinquent per the terms of this rental agreement.

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 void 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.** Owner may accept or reject partial payments at their discretion

LIENS ON OCCUPANT'S PROPERTY\SECURITY OF STORAGE SPACE. Occupant agrees that other than the Owner's Lien afforded by Colorado law, there are no liens on Occupant's property. An Addendum to this RENTAL AGREEMENT must be completed if there are any lien holders on Occupant's property (other than Owner's lien), and for each stored vehicle. In the absence of such Addendum being completed, the storage of any property subject to liens (other than Owner's lien) and any vehicle will be deemed in violation of this RENTAL AGREEMENT and an incident of default and such property shall be subject to removal from the Storage Space and the Facility. Occupant agrees to be solely responsible for providing a lock to secure access to the Storage Space, which Occupant, in Occupant's sole discretion, deems adequate to secure access to the space. In the event such locks are rendered ineffectual for their intended purpose from any cause, or the Storage Space becomes insecure for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Storage Space, with or without notice to Occupant, in Owner's sole discretion. The fact the Owner has taken measures to re-secure access to Occupant's Storage Space shall not serve to alter the limitations on Owner's Liability set forth elsewhere in this Rental Agreement, nor shall such measures be deemed a conversion of Occupant's stored property. Occupant shall also be solely responsible for any access to the space achieved by others, by use of any Occupant's keys, combinations, or other ordinary means of access, subject to all of the terms and limitations of this agreement whether or not such access be achieved as a result of Occupant's intent or authorization

LIMITATION OF VALUE: Occupant hereby declares and agrees that the total value of the property stored in the Storage Space does not exceed \$5,000. Notwithstanding the fact that Occupant has waived any and all claims against Owner as provided further herein this Rental Agreement, in the event Occupant files any claim, Owner's maximum exposure for any claim whatsoever shall not exceed \$5,000.00, regardless as to the property stored by Occupant in the Storage Space, and regardless as to the acts or conduct of the Owner.

ACCESS: Occupant shall only have access to the Storage Space and Facility during the hours and days posted at the Facility. In Owner's sole discretion, Occupant's access to the Storage Space may be conditioned in any manner deemed necessary by Owner to maintain order and protect security of the Storage Space and Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's photo identity documents, requiring inspection of suspicious containers and requiring Occupant to sign in and out upon entering and leaving the Storage Space and Facility. Only the named Occupant shall have authority to access the Storage Space and Facility. Any other party wishing access to the Storage Space or Facility will first contact the Owner or its agents for permission for such access; if any person fails to get such permission, that person shall be considered a trespasser at the Storage Space and Facility, and Owner shall have no duty to/for such person. In addition, any Occupant or person in the Storage Space or on the Facility outside of stated hours shall be considered trespassing and the Owner or its agents may have such person removed from the property by the local police enforcement agency. In the event Occupant fails to pay the monthly Rent, Owner shall have the right to restrict Occupant from access to the Facility and Storage Space. Occupant shall ensure there is a suitable lock to safeguard Occupant's property in the Storage Space, and Owner shall not have a key, or combination, to the Storage Space. Owner shall have access to the Storage Space at any time to ensure compliance with this Agreement.

INSURANCE: Occupant shall purchase and maintain a comprehensive insurance policy of fire, extended coverage endorsement burglary, vandalism and malicious mischief insurance for 100% of the actual cash value of Occupant's property in the Storage Space. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure of Occupant to carry the required insurance is a breach of this RENTAL AGREEMENT and will result in Occupant being self-insured for Occupant's property in the Storage Space; Occupant assumes all risk of loss to stored property in the Storage Space that would be covered by any such insurance. Occupant expressly agrees that the insurance company providing any such insurance for Occupant shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property. **Occupant further acknowledges and agrees that Owner does not carry insurance on Occupant's property either in the Storage Space or on the Facility, for either for loss or damage.**

INDEMNIFICATION OF OWNER:

Occupant agrees to indemnify and hold harmless and defend Owner from all damage, loss, expense, claims, demands, actions or causes of action (including attorneys' fee and all costs) as a result of any claims concerning damages or injuries to any person or property that are hereinafter brought arising out of this RENTAL AGREEMENT or in connection with Occupant's use of the Storage Space and the Facility, or arising out of or in connection with any claims for damages to any person or property based upon claims upon Owner's alleged negligence or breach of contract, or any other claim or action made under color of law, which claims shall include, but not be limited to, claims involving any access to the Storage Space or the Facility by either the Occupant, or acquaintances of the Occupant, and any injuries related thereto, including injuries as a result of slipping or falling. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency or insurance company in connection with any materials or property stored in Occupant's Storage Space or brought onto the Facility by Occupant or friends, acquaintances, and/or family of Occupant.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: Owner, and Owner's agents, shall not be liable for any damage to, or, loss of any of Occupant's property while Occupant's property is located on the Facility, or in the Storage Space. Occupant releases Owner from any claim or demand, of any kind, whether such claim lies in contract, tort or equity, concerning any loss or damage to Occupant's property, including, but not limited to claims which could be brought per C.R.S. Sec. 13-21-115, et. seq, (the Colorado Premises Liability Statute). Occupant releases Owner for any damage or loss concerning Occupant's property resulting from any cause whatsoever, including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents or insects, or acts of God. Occupant further releases Owner for any damage or loss concerning Occupant's property resulting from any active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees, which acts of Owner, Owner's agents or employees include, but are not limited to, the negligent disposal of Occupant's stored property under a good faith, but mistaken, claim of lien or belief of abandonment by Occupant. Notwithstanding the above, Occupant does not release Owner from any fraudulent acts, or willful and wanton acts.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death to any persons as a result of Occupant's use of the Facility or the Storage Space, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

ALTERATIONS: Occupant shall not make or allow any alterations of any kind or description whatsoever to the Storage Space without, in each instance, the prior written consent of the Owner

HAZARDOUS AND TOXIC MATERIALS OR PROPANE TANKS PROHIBITED: Occupant is strictly prohibited from storing or using materials in the Storage Space or at the Facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials or is unlawful. Occupant is strictly prohibited from storing any ammunition, gasoline, explosives, chemical agents and any items that may attract rodents or other animals or insects, and Occupant shall not store any items which may create a noxious or strong odor. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant agrees that Owner may enter the Storage Space at any time to remove and dispose of prohibited items. Occupant agrees to not store any item that may have an odor that may be detected by any manager or other employee of Owner, outside of the Occupant's unit. Occupant shall not use any combustible materials or tools, for example, but not limited to, welding equipment, nor shall Occupant store any chemicals of any type, whatsoever

OWNERS RIGHT TO ENTER, INSPECT, REPAIR: Occupant shall grant Owner, Owner's Agents or the representatives of any governmental authority, including police and fire officials, access to the storage space upon 3 days' written notice to Occupant. In the event Occupant shall not grant access to the Storage Space as required, or in the event of an emergency or upon default of any of Occupant's obligations under this RENTAL AGREEMENT, Owner, Owner's Agents or the representative of any governmental authority shall have the right, but not the obligation, to remove Occupant's lock and enter the Storage Space for the purpose of examining the Storage Space or for the purpose of making repairs or alterations to the Storage Space and taking such other action as may be necessary or appropriate to preserve the Storage Space, and the Facility as a whole, or to comply with any applicable local, state or federal law, or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Owner's rights. In the event of any damage or injury to the Storage Space or the Facility arising from the negligent or deliberate act or omissions of the Occupant, or for which Occupant is otherwise responsible, all expenses reasonably incurred by the Owner to repair or restore the Storage Space or the Facility including any expense incurred in connection with any investigation of site conditions, legal fees, or any cleanup, removal or restoration work required by an applicable local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant as additional rent and shall be due upon demand by the Owner. For the purpose of this paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

CHANGE OF ADDRESS AND DELIVERY OF NOTICE: Occupant must provide address and contact information changes (including telephone numbers, email addresses, and any other contact information changes) to Owner in writing within ten days of the change of address. Such changes will become effective when received and recorded by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address. Such address shall be used for all notices under this Agreement or required by law. Failure to comply with this provision shall constitute a waiver by Occupant of any defense or claim based on a failure of Owner to give notice. All notices required by this RENTAL AGREEMENT shall be sent by first-class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this RENTAL AGREEMENT. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail as provided by Colorado law. All statutory notices shall be sent as required by law.

- a. **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: 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. 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.

FEES: All Rent shall be paid in advance on the first day of each term and in the event Occupant shall fail to pay the Rent within 15 days of the due date, Occupant shall pay, in addition to any other amounts due, a **late fee of \$15.00** .) If Occupant is delinquent in the payment of Rent or other charges due under this RENTAL AGREEMENT for more than thirty days, Occupant shall pay a lien handling fee, the cost for the lien will be **\$50.00**, whether or not a lien sale occurs.

TERMINATION, DEFAULT, OWNER'S LIEN AND ABANDONMENT.

- a. **TERMINATION.** Owner may terminate this RENTAL AGREEMENT at the expiration of any term by giving written notice to Occupant not less than seven (7) days notice will need to be longer if Owner elects to do more than month-to-month tenancy] before expiration of the term. Upon termination, Occupant shall remove all property from the Storage Space and the Facility and leave the Storage Space in the same condition as delivered to Occupant. If Owner is required to dispose of any property of Occupant after Occupant has removed the property from the Storage Space, Owner may charge a reasonable fee for disposal of that property. Occupant may terminate this RENTAL AGREEMENT upon providing seven days advanced written notice of Occupant's intent to terminate. There shall be no pro rata deduction of any monthly rent, unless Occupant has paid in advance for monthly rent, and terminates the RENTAL AGREEMENT in a timely fashion such that the RENTAL AGREEMENT terminates prior to the commencement of the month for which Rent was paid in advance.
- b. **DEFAULT.** This RENTAL AGREEMENT may, at the option of Owner, be terminated upon any default by Occupant under the terms set forth herein in this RENTAL AGREEMENT, or the abandonment of the Storage Space by Occupant. If Occupant fails to perform any of the terms and conditions of this RENTAL AGREEMENT, or in the event Occupant files a voluntary petition in bankruptcy or suffers an involuntary petition in bankruptcy, Occupant shall be deemed in default in the performance of this RENTAL AGREEMENT, and, without prejudice to any other remedies available to Owner, Owner may terminate this RENTAL AGREEMENT, cut any lock on the Storage Space, and seize and sell Occupant's property from the Storage Space, which seizure and sale shall be in compliance with C.R.S. Sec.38-21.5-101, et. seq. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies. Occupant agrees that upon any instance of default, Occupant shall not have access to the Storage Space, or the Facility, until such time as the default has been cured and Owner acknowledges in writing that the default has been cured.
- c. **OWNER'S LIEN.** Owner may enforce the Owner's Lien established by Colorado law, which enforcement may include removal of Occupant's lock, inspection and inventory of the property of Occupant in the Storage Space and by selling Occupant's property stored in the Storage Space. Occupant shall be responsible for all costs associated with Owner's enforcement of Owner's Lien established by Colorado law, including reasonable attorneys' fees, if applicable. Any sale shall be in compliance with C.R.S. Sec. 38-21.5-101, et seq. Net proceeds of the sale shall be paid to Owner in the following order: (1) first, to reimburse Owner for the costs of the sale, which costs shall include fees and costs for accessing the Storage Space, publication, auction, and a lien-sale fee assessed against the Occupant of \$50.00, which fee shall help defray the costs to Owner of completion of the sale; and (2) second, to reimburse Owner for any amounts owed to Owner from Occupant for past due rents, and late fees. The date of any such sale shall terminate this RENTAL AGREEMENT. Such sale shall not release Occupant from amounts owed to Owner, but left uncollected after the sale.
- d. **ABANDONMENT.** Occupant agrees that Occupant shall be deemed to have abandoned the Storage Space upon the following: (1) the leaving behind of any property in the Storage Space upon the termination of this RENTAL AGREEMENT; (2) upon default of this RENTAL AGREEMENT after required notice has been provided from Owner to Occupant per Colorado law; and (3) upon Owner observing the Storage Space and finding it unlocked or other evidence which would allow a reasonable person to conclude the Storage Space had been abandoned. In the event of an abandonment, Owner may dispose of Occupant's property as Owner sees fit, and Owner shall not be held responsible for the removal, destruction, or dissemination of any of Occupant's materials or information left abandoned in the Storage Space, including, but not limited to, Occupant's personal information, artifacts, medical information or documents, and financial information left abandoned by Occupant.

DENIAL OF ACCESS. Upon the occurrence and during the continuation of any default under this RENTAL AGREEMENT, Owner may, in addition to any liens or remedies provided by law or this RENTAL AGREEMENT, deny Occupant access to the Storage Space and the Facility as well as to any property stored by Occupant in the Storage Space without liability for trespass or conversion.

CONDITION OF STORAGE SPACE UPON TERMINATION. Upon termination of this RENTAL AGREEMENT, Occupant shall remove all Occupants personal property from the Storage Space, including removal of any lock on the entrance to the Storage Space, unless such property is subject to Owner's rights as referenced herein in this RENTAL AGREEMENT; in addition, Occupant shall immediately deliver possession of the Storage Space to Owner in the same condition as delivered to Occupant on the commencement date of this RENTAL AGREEMENT.

RELEASE OF OCCUPANT INFORMATION. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupants tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

SUCCESSION. All of the provisions of this RENTAL AGREEMENT shall apply to, bind and be obligatory upon the heirs, executors, administrators, representative, successors and assigns of the parties hereto.

ASSIGNMENT. Occupant shall not assign or sublease the Storage Space or any portion thereof without in each instance the prior written consent of Owner. Owner may assign or transfer this RENTAL AGREEMENT without the consent of Occupant and, after such assignment or transfer, Owner shall be released from all obligations occurring after such assignment or transfer.

CONSTRUCTION. This RENTAL AGREEMENT shall be governed and construed in accordance with the laws of the State of Colorado. Whenever possible, each provision of this RENTAL AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this RENTAL AGREEMENT shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this RENTAL AGREEMENT.

RULES AND REGULATIONS. The rules and regulations posted in a conspicuous place at the Facility are made a part of this RENTAL AGREEMENT and Occupant shall comply at all times with such rules and regulations. Owner shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Storage Space, Facility and all common areas, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this RENTAL AGREEMENT

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 Owner against Occupant, or Occupant against Owner, or Owner's agents, or employees, on any matter arising out of or in any way connected with, this RENTAL AGREEMENT, Occupant's use of the storage space or Storage Space, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

DEATH OF OCCUPANT. Upon the death of Occupant, any person wishing access to the Storage Space shall provide Owner a valid copy of Occupant's death certificate as well as Letters issued by the controlling court providing the party the right to gain access.

ADDENDUMS. Any Addendums executed pursuant to this Agreement shall be deemed incorporated herein; in the event of any conflict between the terms and conditions of this Agreement and any such Addendum, the terms and conditions of this Agreement shall control.

ENTIRE AGREEMENT. This RENTAL AGREEMENT sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner or Owner's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This RENTAL AGREEMENT may only be amended by a writing signed by the parties.

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.

NO WARRANTIES. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Storage Space and the Facility and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Storage Space and the Facility and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Storage Space or the Facility or of any Occupant's property stored therein, and this RENTAL AGREEMENT does not create any contractual duty for Owner to create or maintain such safety or security.

RULES AND REGULATIONS:

- **OFFICE HOURS ARE: 9:00 AM TO 1:00 PM MONDAY THRU SATURDAY.** If you have questions regarding billing and payments, please call during office hours. All other questions can be answered 9:00 am to 5:00 pm Monday thru Saturday.
- **YARD HOURS ARE FROM 6:00AM TO 9:00PM,** at all storage unit locations, **NO EXCEPTIONS.**
- Payments may be made online, using your email address as your user name and PayBill (case sensitive, no spaces) as your password.
- We **DO NOT** have a spare/master key to your unit. If you lose your keys, you will need to hire a locksmith who **MUST call Mountain Mini Storage before opening your unit.**
- In the event that you are having trouble with your lock, please call the office *before* trying to “fix” it. You will be liable for any and all damages caused to lock, door and latch otherwise.
- Dumpsters are for packing materials only! No Furniture, trash, mattresses etc. You haul it in, you haul it out. **NO EXCEPTIONS.** Tenants dumping unauthorized items may be charged a **\$50.00 “Dumping” fee.**
- Items left upon vacating unit will be discarded and tenant will pay **“Clean-up” fee of \$50.00 minimum and up to \$100.00 maximum.**
- Please place protection under items such as stoves, lawn equipment, motorcycles and cars to protect floor.
- No vehicle maintenance may be performed on the premises. **NO EXCEPTIONS.**
- **UNITS ARE OVER LOCKED WHEN BALANCE IS 15 DAYS OR MORE PAST DUE. ONCE BALANCE IS PAID, OVER LOCK WILL BE REMOVED WITHIN 24 HOURS.**
- **ACCOUNTS THAT ARE 30 OR MORE DAYS LATE MAY ENTER THE LIEN PROCESS LEADING TO UNIT CONTENTS BEING SOLD AT AUCTION IF FULL BALANCE IS NOT PAID BY DEADLINE PROVIDED.**
- **NO marijuana products, byproducts, or paraphernalia on premises. NO EXCEPTIONS.**
- **NO flammables, explosives, toxic, poisonous or illegal substances. NO edible foods, pet foods, seeds, bird foods etc. These items will attract rodents and pests.**
- Accounts **CAN NOT BE CLOSED UNTIL LOCK IS REMOVED OFF OF THE DOOR** and loaned lock and key sets are returned to us or placed inside vacated unit.
- **INSURANCE IS THE RESPONSIBILITY OF TENANT, NOT MOUNTAIN MINI STORAGE. YOUR RENTERS/HOMEOWNERS POLICY MAY OR MAY NOT COVER ALL OR MAY ONLY COVER A PORTION OF ITEMS STORED. STORAGE INSURANCE, RENTERS OR HOME OWNERS INSURANCE IS REQUIRED TO BE CARRIED BY THE TENANT.**

MOVE OUT PROCEDURES:

- Remove contents from unit– **NOTHING** may be left behind. You will be charged to remove any items left behind (\$50 and up)
- Sweep unit clean of debris.
- Place lock and key set, include all keys, on the floor on the inside of the unit and close the door.
- Call us at 303-567-4085 and let us know your unit has been vacated.
- Failure to remove lock from door and notify Mountain Mini Storage that you are out of your unit will result in further rent charges.

DESCRIPTION AND DECLARED VALUE OF PROPERTY STORED:

General Property Description: (example: household goods, vehicle, construction equipment, business goods)

Declared Value: \$ _____ (Not to exceed \$5,000 with out Owners consent)

- By his/her/its or agent’s signature, Occupant acknowledges the information provided above by Occupant is correct, accurate, and current.
- By his/her signature, Occupant acknowledges all rules and regulations and agrees to adhere to them.
- Occupant/Tenant has read the entire rental agreement, including the terms on previous pages hereof. Occupant has received a fully completed and signed copy of this rental agreement.

Occupant’s Signature _____ **Date:** _____

Owner/Manager _____ **Date:** _____