

ACE RV, BOAT AND MINI STORAGE RENTAL AGREEMENT

Address: 39744 U.S. Hwy. 160 E., Bayfield, Colorado, 81122

Phone: (970) 788- 7881

ACE RV, Boat and Mini Storage (hereinafter "Landlord") hereby rents storage unit number _____ (hereafter "Leased Premises" or "Storage Unit") located at 39744 US Highway 160 , Bayfield, Colorado, 81122 to _____ (hereafter "Tenant") to commence on the _____ day of _____ 20____, at a monthly rental rate of _____.

NO RENTAL FUNDS SHALL BE RETURNED OR PRORATED WITHOUT PRIOR AGREEMENT.

- 1. The tenancy created herein shall be a month-to-month tenancy, terminable by either party with at least 10 days written notice prior to the date the next rental payment is due. If tenant gives timely notice to vacate, all items of personal property must be removed from the unit prior to the end of the term. Failure to timely remove such items shall result in the Tenant being responsible for the next month's rental fee.
2. Tenant agrees to pay the rental amount on or before the first day of each month. Rentals not beginning on the first day of the month will be prorated on a per day basis to the first day of the following month. Thereafter, all rental rates are paid for a full month's rental, without prorating for partial monthly occupancy.
3. The Storage Unit shall not be used for human or animal occupancy. STORAGE OF FLAMMABLE EXPLOSIVE, TOXIC OR HAZARDOUS MATERIALS, OR ANY MATERIALS WHICH GIVE OFF HARMFUL OR OFFENSIVE ODORS, OR MATERIALS WHICH COULD IN ANY WAY CAUSE HARM TO THE PROPERTY OF THE TENANTS IN ADJACENT UNITS IS EXPRESSLY FORBIDDEN.
4. NO FOOD ITEMS/COOKING OILS MAY BE STORED IN UNIT.
5. NO APPIANCES/GENERATORS/ELECTRICAL TOOLS MAY BE USED IN OR AROUND UNIT. UNIT MAY NOT BE USED AS A "SHOP", PLACE OF WORK, BUSINESS OR FOR ANY COMMERCIAL ACTIVITY.
6. GARAGE SALES MAY BE HELD IN UNIT OR ON PREMISES ONLY WITH THE PERMISSION OF MANAGMENT.
7. UNIT AND PREMISES MAY NOT BE USED AS PLACE TO WORK ON CARS, ETC.
8. THE LEASED SPACE SHALL BE USED FOR NO UNLAWFUL PURPOSES. Tenants shall comply with all statutes, ordinances and requirements of all municipal, State and Federal authorities now in force or which may hereafter be in force pertaining to the use of the premises.
9. Tenant accepts the leased premises as suitable for the purposes for which they are rented and agrees to deliver the same to landlord at the end of the term in the same condition, reasonable wear and tear excepted.
10. Tenant shall provide, at the Tenant's expense, a lock that Tenant deems sufficient to secure the storage space. Tenant must keep the leased space locked while occupying the unit. After moving out of the unit, Tenant must remove the lock. Tenant shall assume full responsibility for who has possession of the keys and access to the leased space. Landlord may, but is not required to, secure any storage space that is found unlocked.
11. Tenant assumes all risk of loss, damage, injury or death caused to Tenant, Tenant's licensees and invitees, or Tenant's property at the result of the use of the Storage Unit. Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property occurring on premises or any part thereof. Tenant agrees to indemnify and hold Landlord harmless from any claims or damage no matter how caused.
12. Any stored property that is placed in the Storage Unit is at TENANTS SOLE RISK, AND LANDLORD SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO SAID PROPERTY FROM ANY CAUSE WHATSOEVER, AND TENANT HAS SOLE RESPONSIBILITY FOR INSURING SUCH PROPERTY AGAINST SUCH LOSS OR DAMAGE. Landlord carries no insurance which in any way covers any loss whatsoever that Tenant may have or claim by renting the leased space or being at the facility and therefore Tenant must obtain any insurance desired from Tenants own insurance agent to protect himself and the stored property against all perils of whatever nature. Landlord shall not be liable to Tenant or Tenant's licensees, invitees, family, employees, agents or servants for any personal injuries, death, property damage or loss from theft, mysterious disappearance, vandalism, wind, fire, water, flood, snow, ice, rain, rodents, explosions, acts of God, or any other cause whatsoever. Tenant acknowledges that landlord does not warrant or represent the Tenant's property will be safely kept nor that it will be secure against theft nor that premises and space are secured against hazards caused by water, fire or elements of weather or earthquake. Landlord will not be held liable for such property loss or damage arising from the active or passive acts or omissions or negligence of the Landlord, Landlord's agents, or employees.
13. The parties hereto intend to have only the relationship of Landlord and Tenant, and at no time shall the Landlord be deemed to be a warehouseman, bailee, agent, or other associate of Tenant nor an insurer of Tenant's property, nor shall any right arising from such relationship exist except as they exist between a Landlord and Tenant. Landlord does not take care, custody or control of Tenant's goods.
14. Landlord or Landlord's agent shall at all times have the right to enter upon the Leased Premises to inspect, repair, maintain, view, or otherwise deal with the Leased Premises as Landlord shall determine, including, if necessary in Landlord's sole discretion, moving the contents of the Leased Premises from one storage unit to another equivalent storage space.
15. This agreement may not be assigned nor may the Leased Premises be sublet by Tenant without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole discretion. This Lease may be assigned by Landlord in the Landlord's sole discretion. In the event of the sale or conveyance of the Storage Facility, the Lease shall automatically be assigned to the new owner and all other terms of this Lease shall remain in full force and effect.
16. In addition to all rights pursuant to the Storage Facility Lien Statute C.R.S. § 38-21.5-101(6) and other liens as provided by the law of Colorado, Tenant hereby grants to the Landlord a lien and Article 9 UCC Security Interest in all property of Tenant of every kind and description that is now or hereafter located upon the Leased Premises, as security for the Tenant's performance of all terms of this agreement. Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds against any amounts due under the terms of this Agreement and/or against any judgment obtained in an unlawful detainer proceeding. Notice shall be deemed given when mailed to the address set forth below. Tenant shall have a duty to inform the Landlord in writing of any change in address. Tenant shall have the duty to accept all mail sent by the Landlord to him. Tenant represents that there are no liens or security interests upon the property to be stored except as stated in the Lien Holders Disclosure below. All costs and attorney's fees incurred in enforcing such liens shall be borne by the Tenant.
17. Tenant agrees to be bound by rules and regulations for the storage facility. Breach of such rules shall be a default hereunder. Any amendments or revisions to such rules shall be mailed to Tenant and deemed effective within three (3) days after mailing.
18. A late fee in the amount of \$25, shall be payable by Tenant to Landlord for any rental payments made more than seven (7) days after the date when due, the date of actual delivery or, in the case of mailed payments the date of postmark, shall be deemed the date of payment. There shall be a fee of \$20 on any returned check. Landlord and Tenant agree that these fees represent a good faith estimate of the costs to Landlord in the event of late payments. Failure to perform any obligation under this Agreement, including timely payment of all monthly rental payments, shall be an event of default. ALL ARTICLES STORED UNDER THE TERMS OF THE RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF TENANT HAS BEEN IN DEFAULT FOR A CONTINUOUS THIRTY (30) DAY PERIOD.
19. Tenant hereby covenants that only his personal property shall be stored upon the Leased Premises and that the property of no other person shall be stored upon the Leased Premises, unless the other person shall sign as an additional tenant upon this agreement, or unless such persons are subleasees or assignees accepted by the proper written consent of Landlord. Tenant further agrees to notify Landlord, in writing, of the names and addresses of all persons claiming a lien upon any property stored in the unit.
20. When Tenant removes stored goods and removes his lock from the unit, the unit is considered vacant. Tenant agrees to give ten (10) days prior notice before vacating the unit and be responsible for removing and disposing of own trash, waste, unwanted items, away from the storage facility. Tenant must also abide by the terms of paragraph # 9 above or risk the loss of Tenant's security deposit. Tenant shall pay in advance a rental, security, cleaning and damage deposit of _____ to be held by Landlord for Tenants faithful performance of the terms of this agreement. Landlord may retain all or such portion of such deposit as is necessary to compensate Landlord for rent due and unpaid, cleaning, repairs or any other cost provided for herein. Tenant may not apply this deposit towards payment of rent.
21. Tenant agrees to indemnify and hold Landlord harmless from and against any and all costs, including legal fees, expenses, damages, claims, actions, personal injury, or causes of action arising directly or indirectly from Tenant's use of the Leased premises or from Tenant's default hereunder. Tenant waives the right of subrogation.
22. No waiver or any breach or covenant, condition or agreement shall operate as a waiver of the covenant, condition, or agreement itself. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, successors, administrators, and assigns.
23. Tenant agrees not to store property having special or sentimental value. Tenant specifically waives its right to make claims for emotional attachment to Tenants property.
24. In the event of default by the Tenant, Landlord may exercise any and all of its rights and remedies under this Agreement, concurrently or consecutively, including but not limited to the following: (1) Landlord may sue Tenant for rent, charges, late fees, costs and expenses accrued to the date the premises is re-let; (2) Landlord may terminate the Tenant's right to use the space under the Agreement; (3) Landlord may terminate this Agreement; and (4) Landlord may exercise one or more of its lien remedies.
25. Landlord shall have all legal and statutory remedies for enforcement of this Lease and Tenant's obligations hereunder including but not limited to a lien on tenant's property pursuant to the Storage Facility Lien Law C.R.S. § 38-21.5-101(6). In addition thereto, in the event that Tenant is in default for a period of thirty (30) continuous days, Landlord shall have the right to remove Tenant's lock; to bar access to storage unit; to move tenants property to another storage unit; and to sell Tenants property to pay unpaid charges, pursuant to the Storage Facility Lien Law C.R.S. § 38-21.5-101(6). In addition to all amounts due hereunder, Landlord shall recover his reasonable attorney's fees incurred in enforcing his rights under this Lease or the Storage Facility Lien Law.
26. This agreement together with the insurance waiver and rules and regulations contains the entire agreement between all parties hereto and shall not be changed or modified in any manner except by an instrument in writing executed by the parties.
27. Oral Statements do not constitute warranties and shall not be relied upon and are not part of the rental agreement. The entire 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.

Do not sign this rental agreement before you read it and fully understand the covenants, terms and conditions contained herein.

THE UNDERSIGNED AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Tenant(s) _____ Address: _____

Drivers License # _____ State: _____ Vehicle description _____ Vehicle license # _____

Lien Holders Disclosure

Pursuant to C.R.S. § 38-21.5-101(6), LANDLORD DIRECTS TENANT TO DISCLOSE ANY LIEN HOLDERS with any interest in property that is or will be stored in the unit, and Tenant represents that there are no liens against the property stored or to be stored in the unit at the storage facility except as follows:

Table with 3 columns: DESCRIPTION, LIEN HOLDER OR SECURED PROPERTY, ADDRESS. The table is currently empty.

Tenants Signature _____ Phone _____ Date _____