

WINDSOR SELF STORAGE RENTAL AGREEMENT

101 EAST MAIN STREET, WINDSOR, CO 80550 (970) 686-9494

THIS RENTAL AGREEMENT is executed in the Town of Windsor on this _____ day of _____, 20_____, between Windsor Self Storage (Owner) and _____ (Occupant).

IT IS AGREED BETWEEN THE PARTIES HERETO, AS FOLLOWS:

Owner hereby rents to Occupant, and Occupant rents from Owner, the following unit(s): _____ Outside Storage Unit
No. _____, 836 Stone Mountain Court, Windsor CO. Unit No. _____ 101 East Main Street, Windsor CO

During the term of this Agreement, Occupant shall have exclusive use and possession of the Unit to store personal property. The term of this rental agreement is on a month-to-month basis, and it is agreed that either party may terminate thereunder upon notice.

Occupant shall pay owner \$_____ per month in advance as rent, delivered to 101 East Main Street, WINDSOR CO 80550. Rent is due on the first day of the month. In the event of default in the payment of the rent, continuously for a period of 30 days. Owner may enforce his lien as granted by 38-21.5-103, 1973 C.R.S. as amended, by delivery of notice of said default to Occupant personally, by certified mail or electronic mail to the Occupant's last known address or email address. **ALL ARTICLES STORED BY A RENTAL AGREEMENT AND CHARGES NOT HAVING BEEN PAID FOR THIRTY DAYS WILL BE SOLD OR OTHERWISE DISPOSED OF TO PAY CHARGES.** Occupant agrees and understands that partial payments made to secure a default for non-payment of rent will not delay or stop the 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. Any balance due after Auction will be sent to collections. Occupant's contract becomes null and void unless otherwise agreed to by management.

No bailment is created by this 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 all 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 agents 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. Occupant has paid this day a non-refundable administrative fee of \$ _____. At the end of this Agreement, possession of the premises shall be returned to Owner, clean and empty in the same condition as they now are, usual wear and tear excepted.

_____(Initials) Owner does **NOT** provide insurance for any contents stored on the premises. Occupant assumes responsibility and absolves owner, for **any loss or damage from any cause or source** to the property that is stored by Occupant in said space. Occupant understands that he/she has the obligation to provide insurance coverage for his/her personal property if so desired. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of any loss or damage of any kind or from any cause. Any lock sold by Owner is sold "as is" without warranties expressed or implied, and Owner expressly excludes from such purchase any warranties of merchantability or fitness for a specific purpose.

_____(Initials). Rental payments not paid before the seventh of the month due are subject to a late payment charge of \$ _____. The storage unit will be over-locked by Windsor Self Storage until all past due rents and late fees are paid in full in cash or money order. **Occupant understands it is against Colorado law for Occupant to remove or attempt to remove stored items once unit has been over-locked.**

_____(Initials) Occupant specifically agrees that he will **not** store any explosives, flammable liquids, living things, perishable items, or other goods prohibited by law in said space. Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Occupant. There shall be no **HABITABLE OCCUPANCY** of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement.

_____(Initials) **There will be no pro-ration of unused rent for early move-out.** Rent is paid for use of the unit to the end of the month. No refund is made for early move-out. Deposits cannot be used as payment or part payment for past or future rents.

_____(Initials) Occupant shall promptly notify Owner in writing of any change to Occupant's mailing address, email address or phone number.

The covenants herein contained shall be binding upon the parties hereto, their heirs, executors, administrators, and assigns. Each party acknowledges that he has carefully read this agreement (with terms and conditions on both front and back of page) and agrees to the terms herein contained. Executed in duplicate originals, one of which is retained by Occupant and one by Owner.

LIEN NOTICE: Pursuant to Colorado law. Occupant must disclose any lien holders with any interest in property that is or will be stored in the unit. Occupant states there is no liens, except _____
Name and address of lien holder _____

OCCUPANT Name

OCCUPANT Email

OCCUPANT Signature

Admin Fee \$ _____ Unit Deposit \$ _____

ALTERNATE Contact Person Phone

Current Rent \$ _____ PR Add'l Mo Rent \$ _____

OCCUPANT Address

Misc _____ \$ _____

City State Zip

Misc _____ \$ _____

OCCUPANT Home Phone Work Phone

Total Rec'd \$ _____ Ck# _____ Credit Card _____

Windsor Self Storage

Drivers License #/State
Charge Credit Card Monthly Yes No Convenience Fee \$3.00

WINDSOR SELF STORAGE RENTAL AGREEMENT (Continued)

The first month's rent is pro-rated as follows: 29th-5th of the month = Full month's rent. 6-8th = 80%, 9-11th = 70%, 12-14th = 60%, 15-17th = 50%, 18-20th = 40%, 21-23th = 30%, 24-26th = 20%, 27-28th = 10%. Prorated rent for this unit is: _____. For payment in advance of _____ months, renter will receive a _____% discount.

No private garage sales may be conducted on premises by Occupants.

Occupant agrees not to sublet or to assign the premises to any other persons or parties.

Owner will have the right, in the event of an emergency, or to make any necessary repairs, to enter the premises using whatever reasonable force that is necessary.

Where rental agreements are signed by husband and wife, or two persons or more, it is agreed between the parties that all of said Occupants will have access to the storage space.

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

In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. If any property remains unsold after foreclosure and sale. Owner may dispose of said property in any manner considered appropriate by Owner. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in this space.

Occupant agrees to be bound by the Rules and Regulations as posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this agreement and incorporated herein. Occupant agrees to not cause any damage to any part of the total warehouse property, and agrees to reimburse the Owner for the cost of repairing any such damage. The Occupant shall hold the owner harmless from any claim or cause of action arising from Occupant's use of the premises.

In the event Owner is required to obtain the services of an attorney to enforce any of the provisions of this rental agreement. Occupant agrees to pay in addition to the sums due hereunder, an additional amount for attorney's fees and costs incurred.

All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written or emailed notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten(10) days prior written notice to terminate after receiving notice of the change. If Occupant does not give such notice, the change shall become effective and apply to his occupancy.

This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party notice of its intentions to terminate the Agreement at least 5 days prior to the end of the current rental month. Occupant shall remove all personal property from the space and deliver possession of the space to the Owner no later than the end of the current rental month unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required. Owner, at its option, may without further notice or demand, either directly or through legal process, re-enter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons space. Occupant shall have abandoned the space if Occupant has removed the contents of the space, or has removed Occupant's locking device from the space or IS NOT current in all obligations hereunder. Rent paid for the month in which Occupant moves out early shall not be refunded.

_____(Initials) **Windsor Self Storage Deposit Disclosure**

The deposit is \$_____ per unit rented and is refundable when the following conditions have been met:

- Unit is free of all items and debris.
- Unit is swept and clean.
- Renter has notified Windsor Self Storage (WSS) of termination date at least five days prior to end of the current rental month.
- All items from unit have been removed from premises.
- Renter has provided to WSS current mailing address and current phone number for refund to be issued.
- Refund will be processed within two weeks of termination.