

# AGREEMENT FOR RENTAL OF STORAGE SPACE

The Meadows In Buena Vista, LLC, PO Box 5243, Buena Vista, CO 81211  
719-398-0767

Unit #: \_\_\_\_\_ Rent: \$ \_\_\_\_\_ Date: \_\_\_\_\_

First Month: \$ \_\_\_\_\_ Security Deposit: \$ 50 \_\_\_\_\_ Total Due: \$ \_\_\_\_\_

Late Charge: \$15.00 Returned Check Charge: \$20.00

Tenant \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Alt. Phone ( ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Employer \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Emergency Contacts: Name \_\_\_\_\_

Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Description of personal property to be stored: \_\_\_\_\_

**\*\*NO RENT REFUNDS\*\***

**RENTAL OF SPACE:**

INT The Meadows in Buena Vista (hereinafter referred to as "Owner") hereby leases to Tenant and Tenant hereby leases from Owner the Storage Space(s) set forth above (hereinafter referred to as "Storage Space") at the rate of rental set forth above, and subject to all terms and conditions of the rental Agreement as contained herein. Owner is not in the warehouse business, nor in the business of storing personal property for a fee. Under no circumstances shall Owner be deemed to be a bailee or other type of custodian of Tenant's personal property.

**PERIOD OF OCCUPANCY:**

INT 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** thereafter. **Rent is not pro-rated for early move out.** Owner or Tenant may terminate the Period of Occupancy created hereunder by delivering written notice to the other party of its intention to do so **at least fifteen (15) days prior to the last day of the month** in which the Period of Occupancy shall terminate. Any property left in the Storage Space after the last day of the month in which the Period of Occupancy terminates shall be deemed abandoned by Tenant. After said date, Owner may retake possession of the Storage Space and dispose of the contents therein without notice or liability to the Tenant. Owner may terminate this Rental Agreement by any means provided by law.

**RENT:**

INT Tenant shall pay to owner on the first day of the Period of Occupancy, and on the **first day of every month** thereafter until the Period of Occupancy is terminated, **without notice or demand**, the amount of rental set forth above (herein after known as "Rent") due for that month. All rental payments shall be made to Owner at the address set forth above, or at such other address as may be hereinafter designated by Owner in writing to Tenant, in lawful money of the United States of America. Tenant agrees to pay the Late Charge for Rent received **after 4:30 p.m. on the 5<sup>th</sup>** day of the month for which it is due. Notwithstanding the above, Owner may accept cash, money order or properly 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 set forth above. If rent is received **after 4:30 on the 17<sup>th</sup>** day of the month, the unit will be over-locked and a certified letter fee will be applied. Once rent and fees have been received, the unit will be unlocked on **the next business day by 4:30 p.m.** Owner reserves the right to refuse a personal check after the 17<sup>th</sup> or delay unlocking until the check has cleared. Owner may increase the Rent by notifying Tenant in writing of the increase at least thirty (30) days prior to the first day of the month for which increased Rent is due. Tenant shall pay the increased Rent from the date it becomes effective. If tenant is unwilling to pay the increased Rent it may terminate this Rental Agreement as provided in the Paragraph entitled PERIOD OF OCCUPANCY. **NOTICE: All personal property stored in the storage space(s) will be sold or otherwise disposed of if no rental payment has been received for a continuous 30-day period.**

Two legal notices containing the public auction date will appear in the Chaffee County Times at the expense of the Tenant. **Tenants who are scheduled for auction more than twice will receive a 30-day notice to vacate their unit(s).**

**LIEN:**

INT A. The property stored, or to be stored **is NOT insured** by the owner against loss or damage. B. The owner, in accordance with Colorado Laws shall have a lien against the property stored in the unit. C. The property stored in the leased space may be sold in accordance with said law, to satisfy the lien if you, the Occupant, are in default.

**SECURITY DEPOSIT:**

INT The security deposit paid by you shall be held by Operator, without interest, and shall be refunded to you within two weeks after you have vacated the storage unit. Any unpaid charges, cleaning fees, costs of repair or other reasonable charges shall be deducted from the security deposit. It shall be mailed to you at the address specified in the written notice or the last known address on file. In order to receive full security deposit refund, tenant must deliver written notice of its intend to vacate the unit by the 15<sup>th</sup> of the month, **leave the unit empty and broom clean by 9:00 p.m. on the last day of the month, and remove the padlock.** Failure to give proper notice will result in a **half-month's deduction from the security deposit.** If the unit is not empty and clean, a minimum of \$50.00 cleaning fee will be deducted from the security deposit.

RISK OF LOSS OR DAMAGE:

INT **Owner shall have no liability for damage to or loss** of property placed in Tenant's Storage Space caused by heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. Owner carries no insurance covering damage to or loss of Tenant's property. Tenant shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief to the extent of 100% of the replacement value of Tenant's property. To the extent Tenant does not maintain such insurance, Tenant agrees to "self insure" Tenant's property to the same extent as such a policy would have provided. Owner shall not be deemed to either expressly or impliedly provide any security protection to the Tenant's property stored in the Storage Space. Any security devices which Owner may maintain are for Owner's convenience only. Owner may discontinue its use of any security device in whole or in part at any time without notice to Tenant. Owner shall not be liable to Tenant or Tenant's invitees for personal injuries or damage to Tenant's property caused by any act or negligence of Owner or any other person on the premises. Tenant hereby agrees to indemnify and to hold harmless Owner from any and all claims, including claims for which Owner is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Tenant's use of the Storage Space.

USE OF STORAGE SPACE:

INT The Storage Space shall not be used for any unlawful purpose and shall be kept in good condition by Tenant. **Tenant shall not use the Storage Space to store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious, or other inherently dangerous materials. Tenant shall not use the storage space for residential purposes. Tenant shall not use the storage space for active storage, i.e., manufacture, fabrication or maintenance. Tenant warrants that all items placed by Tenant in the storage space shall be Tenant's own property or property which tenant is legally entitled to possess. Tenant must keep Tenant's storage space locked and provide his own lock and key.** Tenant may place only one lock on the storage space and hereby authorized owner to remove any additional locks on the storage space. Tenant shall not place any property or material outside the Storage Space. **Any property or material found outside the Storage Space shall be conclusively presumed to be abandoned** and may be disposed of by Owner without notice or liability to Tenant. Tenant shall not make any alterations to the Storage Space nor post any signs without the express written consent of Owner.

OWNER'S RIGHT TO ENTER, INSPECT, REPAIR:

INT Upon the request of Owner, its agent or employees, Tenant shall provide the Owner, its agents or employees, access to the Storage Space for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agree services. **In case of an emergency, owner, its agents or employees may enter Tenant's storage space for any of the above stated purposes without notice to or consent from Tenant and Owner retains the right to remove the property in the storage 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:

INT Any notice provided under the Rental Agreement, shall be given in writing by mailing the same by certified mail, return receipt requested, first class postage prepaid, to Owner or Tenant at their respective addresses set forth above, or at such other address or addresses as may hereafter be designated by like notice.

DEFAULT BY TENANT:

INT Owner shall have a lien on all property stored by Tenant in the Storage Space for all Rent, labor charges, or other charges, present or future, including attorney's fees and costs, in relation to the Storage Space or property and for all expenses necessary for its preservation, or expenses reasonably incurred in its sale or other. In the event that the Rent or other charges set forth in this Rental Agreement are not paid within ten (10) days after becoming due. Owner shall have, in addition to all other remedies provided by law, all rights and remedies set forth under Massachusetts General Laws, Chapter 105A "Self-Storage Facilities".

ATTORNEYS' FEES AND COSTS:

Tenant agrees to pay Owner all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Owner in enforcing any of the terms or conditions of this Rental Agreement.

EXCLUSIONS OF ALL WARRANTIES:

INT Tenant agrees that Owner, its agents and employees have not made and make no representations of warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever related to the Storage Space and facility. Owner's, its agents', and employees' oral statements do not constitute warranties, and shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Rental Agreement. The entire agreement and understanding of the parties is hereto embodied in this writing and **no other warranties** are given beyond those set forth herein. It is further understood and agreed that Tenant has been given an opportunity to inspect and has inspected the Storage Space, and that **Tenant accepts the Storage Space as is and with all faults.**

MISCELLANEOUS:

- INT
- A. **Tenant is aware that office staff is not available outside of normal office hours and all inquiries, issues, or questions can be addressed during those hours ONLY.**
  - B. If any provision of the Rental Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the Rental Agreement.
  - C. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto.
  - D. No express or implied waiver by Owner of any breach or default by Tenant shall constitute a waiver of any additional or subsequent breach or default by Tenant, nor shall it be a waiver of any of Owner's rights hereunder.
  - E. No subletting of the Storage Space or any portion thereof or assignment of this Rental Agreement by Tenant is permitted.
  - F. The captions appearing in this Rental Agreement have been included only as matter of convenience, and shall in no way be interpreted to define, limit, construe or describe the scope or intent of any of the provisions of this Rental Agreement, nor in any way to affect this Rental Agreement.
  - G. This Rental Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. No amendment or alteration hereto shall be binding unless set forth in writing and signed by both Owner and Tenant.

Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought on any and all matters arising out of this Rental Agreement or the use of occupancy of the Storage Space. **TENANT HAS READ THE FOREGOING RENTAL AGREEMENT, INCLUDING THE TERMS ON THE REVERSE SIDE HEREOF. INT TENANT HAS RECEIVED A COMPLETE AND SIGNED COPY OF THIS AGREEMENT.**

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER'S RESIDENT MANAGER

\_\_\_\_\_  
DATE