

**Rental Agreement**  
AA WHOLESALE STORAGE, LLC  
3202 ERIE PARKWAY  
ERIE, CO 80516  
303-828-9500

LEASE AGREEMENT: INSIDE/OUTSIDE

DATE: \_\_\_\_\_

UNIT: \_\_\_\_\_

1. **OWNER:** AA WHOLESALE STORAGE, LLC, 3202 ERIE PARKWAY, ERIE, CO 80516 (303) 828-9500 referred to herein as "Owner".

2. **TENANT:** \_\_\_\_\_ referred to herein as "Occupant".

3. **TERM OF STORAGE LEASE AGREEMENT:** This Lease shall begin on \_\_\_\_\_ and shall continue thereafter on a month-to-month basis. See Period of Occupancy below.

4. **RENT:** \$ \_\_\_\_\_

- a. Occupant shall pay to Owner, in advance, without notice, demand, offset, or deduction, all monthly rent on the 1<sup>st</sup> of each month in lawful United States currency. Owner has no duty to send a monthly statement or invoice. Checks, Certified Funds, and Credit Card Payments accepted. **NO CASH.**
- b. Owner will **not** prorate any rents at termination of this Lease Agreement.
- c. Occupant is subject to and agrees to pay a late charge of 15% of the monthly rent or \$15.00 PER MONTH, whichever is greater, for any rent not received at the office by 5:00 P.M. on the 2nd day following the date on which the rent was due.
- d. Occupant is subject to a returned check charge of \$50.00, plus any additional charges incurred by Owner.

5. **SECURITY DEPOSIT:** \$ \_\_\_\_\_

6. **RENTAL PROPERTY:**

- a. In consideration of the covenant and conditions contained in this Lease Agreement, Owner rents to Occupant storage space at the storage facility at the above described site. Owner is not in the warehouse business, nor in the business of storing goods for hire.
- b. Under no circumstances shall Owner be deemed a Bailee or other type of custodian. Occupant hereby acknowledges having notice of this provision. **X** \_\_\_\_\_
- c. **Owner is not responsible for general maintenance or repair, including but not limited to snow removal, mowing and/or weed control, for outside storage**

**areas.** Occupant hereby acknowledges having notice of this provision.

**X** \_\_\_\_\_

- d. Owner reserves the right to reject any property or unit intended for use on any site of the Owner including unsightly, wrecked or damaged property or units, *at any time before and during the term of this Lease.* **The storage of Tires, Fuels, Drums, Asbestos Materials, Toxic Materials, and Hazardous Materials is Prohibited.**

Occupant hereby acknowledges having notice of this provision. **X** \_\_\_\_\_

- e. Occupant agrees to use the premises exclusively for the storage of personal property, merchandise, supplies or other material owned by Occupant, and for no other use. Occupant acknowledges that the Premises cannot be used for the purposes of conducting business or for human or animal habitation. Occupant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to Owner. Occupant hereby acknowledges having notice of this provision. **X** \_\_\_\_\_

- f. Occupant shall not store any items on the Owner's property outside the Occupant's assigned storage area as provided herein. In the event Occupant stores any single item on the Owner's property, outside the assigned storage area as provided herein, Occupant agrees to pay either a sum as liquidated damages and not as a penalty equal to one month's rent based on the Occupants contracted rented space, for each item found outside the Occupants assigned space, regardless of the size of the item and regardless of the amount of time the item has been stored on the Owner's property outside the assigned storage area, or twice the market rent for the Owner's property that the Occupant has used, whichever is greater. If additional space is required, please contact the office to arrange for additional space. Occupant hereby acknowledges having notice of this provision. **X** \_\_\_\_\_

- g. Occupant's use of the Leased Space on the Premises shall not result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. Hazardous Materials shall include but limited to any hazardous or toxic chemical, gas, fuels, liquid, substance, material or waste, asbestos, tires of any kind, that is or becomes regulated under any applicable local, state or federal law or regulation. Occupant hereby acknowledges having notice of this provision. **X** \_\_\_\_\_

- h. Occupant agrees to access Premises during Owner's hours of operation. Access may be granted at Owner's sole discretion outside of Owner's hours of operation, as stated, \_\_\_\_\_. Occupant hereby acknowledges having notice of this provision. **X** \_\_\_\_\_

- i. Occupant acknowledges that Occupant is only approved to access the Premises. If Occupant desires to have other persons enter Premises, Occupant will supply written approval in person and copy of current Driver's License of all occupants to Premises Manager. Approval to allow access is subject to Owner's approval. Occupant is fully responsible for any and all actions and damages of such persons. If such persons

violate any terms of this lease, such persons will be banned from the Premises. Occupant hereby acknowledges having notice of this provision. X \_\_\_\_\_

- j. Occupant agrees to maintain leased space in clean and orderly fashion, free of trash and debris, in Owner's sole discretion. If failure to do so, Owner will notify Occupant to remove any and all debris and clean up leased space. Failure to do so within thirty-days (30), will result Owner removal such debris or items and clean space at sole cost of Occupant. Costs will also \$100.00 penalty fee for each occurrence. Occupant hereby acknowledges having notice of this provision. X \_\_\_\_\_

#### 7. PERIOD OF OCCUPANCY:

- a. The period of occupancy created by this Lease Agreement shall begin as of the date of the Lease Agreement and shall continue thereafter on a month to month basis except for a possible partial first calendar month which the rental fee shall be prorated to the first day of the following month.
- b. Occupancy shall on a month-to-month basis from the move in date of \_\_\_\_\_ until termination by Occupant or Owner.
- c. There shall be no pre-payment of future rents.

#### 8. TERMINATION:

- a. Occupant or Owner may terminate the Occupancy created by this Lease 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.
- b. Any property left in the storage Space after the date by which Occupant has given notice to terminate, will be deemed abandoned by the Occupant. Abandoned property or motor vehicles may be disposed of in accordance with § 38-20-116, C.R.S. or § 42-4-1805-1807, C.R.S.
- c. 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.
- d. 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 Lease Agreement or through finding a validly filed financing statement as provide by law.
- e. Owner may also terminate this Lease Agreement or dispose of Occupants property by any means provided by the laws of the State of Colorado.

#### 9. RESPONSIBILITY FOR OCCUPANT'S POSSESSIONS:

- a. Owner is **NOT** responsible for any loss or damage due to fire, theft, vandalism, water, wind, heat, cold, rodents, insects or any other cause whatsoever to the property of Occupant.
- b. Owner is **NOT** required to carry any insurance to cover the same.
- c. Occupant, at his own expense, shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief endorsements to the extent of 100% replacement value of the property in the storage space. To the extent Occupant

does not maintain such insurance, occupant agrees to "self insure" the property to the same extent as such a policy would have provided. **X**.

- d. Owner shall not be liable to Occupant or Occupant's invitee(s) for personal injuries or damage to personal property caused by any act or negligence of any person on said premises. Occupant hereby agrees to indemnify and hold harmless the Owner from any and all claims for damages to property or personal injury and costs, including attorney's fees, arising from occupants property maintained at the site.
- e. Any security devices which Owner maintains at the Site are for Owner's convenience only. Owner has no duty to maintain any security devices and may discontinue their use in whole or in part at any time without notice to the Occupant.

**10. OWNERS RIGHT TO ENTER, INSPECT AND/OR REPAIR:**

- a. Upon the request of Owner, its agents or employees shall have the right to enter the leased space or premises for the purpose of inspection, repair, alteration, improvement, relocation or to supply necessary or agreed services.
- b. IN CASE OF AN EMERGENCY, Owner, ITS AGENTS OR EMPLOYEES, MAY ENTER THE LEASED SPACE OR PREMISES WITHOUT NOTICE TO OR CONSENT FROM THE OCCUPANT AND IN THE EVENT OF AN EMERGENCY OWNER RESERVES THE RIGHT TO REMOVE THE CONTENTS OF THE 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.

**11. DEFAULT BY OCCUPANT: Time is of the essence in the performance of obligations created by this Lease Agreement. Failure of the Occupant to perform in a timely manner any obligations or duty set forth in this Lease 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 Lease Agreement or through finding a validly filed financing statement. Such notice shall include an itemized statement of the Owner's claim, a brief and general description of the property subject to the Owner's lien, notification of denial of access to the property, a demand for payment and a statement that unless the claim is paid within the time stated the property will be sold or otherwise disposed of as provided by law.
- b. Deny Occupant access to the property on the site and refuse removal thereof until all rent and charges are paid in full.
- c. Terminate appropriate action to enforce the Owner's lien as is provided by law.
- d. IN ADDITION TO THE AMOUNT OF OWNER'S LIEN, OCCUPANT SHALL BE OBLIGED TO OWNER FOR ALL COST, 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.
- e. All delinquent accounts will be assessed a default rate of 33% per annum,

compounded monthly, on any and all amounts due to Owner by Occupant from said due date. **X**\_\_\_\_\_.

**12. RECOVERY OF ATTORNEY'S FEES AND COSTS/WAIVER OF JURY TRIAL:** In the event any action must be instituted or other proceedings taken to enforce any term, 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 the Lease Agreement by Occupant, Occupant agrees to and shall pay Owner reasonable attorney's fees, costs and expenses in connection therewith. Occupant waives any right to trial by jury for any cause of action, claim, counterclaim, or cross complaint brought in any action arising out of, or in any way connected with, this Lease Agreement or from Occupant's use of the Storage Space or the facility, or for any claim of bodily injury or property loss or damage, or for enforcement of any remedy in equity or 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.

**13. EXCLUSION OF ALL WARRANTIES:**

- a. The agent and employees of Owner are not authorized to make warranties about the space, premises and facility referred to in this 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 agreement.

- b. The entire agreement and understanding of the parties is set forth herein and the parties agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises and facility referred to herein.
- c. 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.

#### 14. MISCELLANEOUS:

- a. This Lease Agreement constitutes the entire Agreement between the parties hereto. Any changes or modifications to this Agreement must be completed in writing and signed by both parties.
- b. Severability - If any portion of this Lease Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion of the Lease Agreement.
- c. All the provisions hereof shall apply to bind and obligate their heirs' personal representative, successor, assigns agents and representative of the parties hereto.
- d. The Provision of this Lease Agreement and the rights of the parties hereto shall be interpreted in accordance with applicable laws of the State of Colorado, including but not limited to provisions related to Self-Service Storage Facility Liens, C.R.S. 38-21.5-101 *et seq.*
- e. No waiver by Owner, its agents, representative or employees of any breach or default in the performance covenant, condition or term contained or outlined herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.
- f. No subletting of the Occupant's Storage Space or any portion thereof or assignment of this Lease Agreement by Occupant is permitted.
- g. The headings of the various provisions of the Lease Agreement have been only for the included convenience of the parties is not to be use in ascertaining the intentions of the parties.
- h. The security deposit will be refunded by the main office, by check; following vacate of 'broom clean' inside storage, or clear of debris, pallets, blocking material on outside storage, and provided that notice of intent to vacate space was given to the facility office, to properly release the space for re-rental. If such notice is not given to facility office at vacate, the deposit will be applied to rental charges continuing to incur due to this failure to notify us of vacate. Termination of your space and release will automatically occur after 45 days of property removal without payment made. Charges beyond the applied deposit will be the responsibility of the Occupant, if not paid, will be forwarded for collection.
- i. **Owner's managers, employees, agents or representatives are forbidden from engaging in business dealings unrelated to the storage rental while working at or found on owner's property. In the event Occupant conducts any matters or business dealings outside of or unrelated to the terms of this contract with any of**

**Owner's managers, employees, agents or representative he does so at his own risk as those individuals will be acting in an independent capacity and not as agents or representatives of Owner.**

**15. SECURITY CODES:** Security Codes to access the facility are given at the time of check-in. These codes are confidential. Occupant shall NOT share Security Codes with anyone. If Occupant shares their Security Codes with any unauthorized user, there will be a \$50.00 charge for every incident and Occupant's code will be changed.

X \_\_\_\_\_.

As the Occupant, I agree to all terms and conditions set forth in the contract.

\_\_\_\_\_  
Occupant Printed Name                      Occupant Signature                      Date

\_\_\_\_\_  
Occupant Printed Name                      Occupant Signature                      Date

AA Wholesale Storage, LLC

\_\_\_\_\_  
Owner/Agent                                      Owner/Agent Signature                      Date