

**LANDLORD: MRH Properties, LLC**

**EAST LINCOLN STORAGE**

**TENANT:**

**Container # \_\_\_\_\_ and /or Rv Space # \_\_\_\_\_**

**Lease Date or Renewal Date: \_\_\_\_\_**

**TERM: \_\_\_\_\_**

**Gate Code: \_\_\_\_\_**

**Gate Hours : 7am -----8pm. 7 Days a week.**

**LEASE AGREEMENT FOR STORAGE AND RV**

## EAST LINCOLN STORAGE

1611 East Lincoln Ave #8

Fort Collins, CO 80524

(970)215-1949

Email: Roger@eastlincolnstorage.com

**NOTICE: THE OWNER OF THIS SELF-SERVICE STORAGE FACILITY HAS A LIEN ON OCCUPANTS STORED PROPERTY FOR RENT, LABOR, OR OTHER CHARGES PRESENT OR FUTURE IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION IS NOT INSURED BY THE OWNER AGAINST LISS OR DAMAGE, IT IS THE OCCUPANT'S SOLE AND EXCLUSIVE RESPONSIBILITY TO INSURE ITS PERSONAL PROPERTY AGAINST LOSS OR DAMAGE.**

### TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:

- 1. Term and Renewal:** This Rental Agreement for the lease of a self-service storage space , or container space (“the Premises”) from Owner, MRH Properties, LLC at 1611 East Lincoln Storage, #8, Fort Collins, CO 80524-3279 shall be on a \_\_\_1 month \_\_\_ 3 month, \_\_\_ 6 month, \_\_\_ 9 month, or \_\_\_ 12 month basis and shall automatically renew for successive periods on the day of each month that this Rental Agreement was executed (the “Renewal Date” – the actual day of the month is also located in the Lease Commencement Date Agreement or the Option to Extend Lease Term Agreement) unless terminated as provided for in Items 3 or 14. Tenant. Tenant may elect to pay for a one year lease and will receive one month free rental if this option is elected. **Rent is due on the Renewal Date:** The Rent shall be in the amount specified above, payable to Owner in advance without demand or notice, on or before the Renewal Date during the term of this Rental Agreement and any renewals thereof. All checks or money orders should be mailed to MRH Properties, LLC, 1611 East Lincoln Ave #8 Fort Collins, CO 80524. Any partial payment will be refused and will be returned to Occupant by mail. All tenants are required to have a credit card on file for all payments, and or for any charges, such as not cleaning out the unit at the end of the lease. Occupant is not excused from obligation to pay the Rent even if the Owner does not send a bill or invoice. The owner does not mail out monthly reminders of rent due. **Rent is non-refundable.** We do not refund rent money if tenant moves out before the end of their lease. There are no partial month refunds of any type. Owner may require payment of the Rent to be in the form of a money order, or cashiers check in the event occupant has any payment or other charges due or overdue. A credit card must be on file with East Lincoln Storage and be used for monthly payments, and or for other charges.
- 2. Termination:** Occupant may terminate this rental agreement if all Rent and Charges are paid in full, Occupant vacates the premises, cleans the premises, and gives at least 30 days written notice (30 days received in owners’ office), before the Renewal Date. Tenants on month to month leases may give notice any time during the month. If notice is not given, then the lease will automatically be extended for one month on the renewal date. Owner may terminate this Rental Agreement by giving Occupant 30 days written notice at any time during the term. Occupant agrees to surrender the Premises to Owner at the end of this Rental Agreement in a clean, reasonable and re-rentable condition, normal wear and tear excepted. All costs and expenses incurred by Owner in restoring the Premises to the same condition as when rented shall be paid by Occupants. All such fees, costs and expenses shall be paid by Occupant to Owner on demand. If the tenant moves out early there will not be refunds for unused days, or partial months. A credit card must be on file for monthly payments and or for other charges such as cleaning fee after move out or damage to the facility.
- 3. Other Charges and Fees:** Occupant is in Default if Rent is not paid by the Renewal Date of each month, and any Rent accepted thereafter shall be at the sole discretion of the Owner. Occupant shall be responsible for the following fees and costs in the event of Default:

Late Fee (when Rent is not paid —5 days past due)	\$20.00
Late Fee #2 (10 days past due)	\$20.00
Late Fee #3 (15 days past due)	\$20.00
Overlock will be applied on the 6th day that payment is late.	\$20.00
Gate code suspension shall be on the 6th day that payment is late.	
Pre-Lien Letter in 15th day after default	\$20.00
Returned Check Fee	\$35.00
Cleaning Fee (if Premises is not clean at move out)	\$20.00 up to \$500 for clean up and disposal

Damage to Premises Requiring Repair	\$50.00 min plus Actual Repair Costs
Statutory Notice Fee in the event of Default	\$50.00
Sale Fee	\$75.00 plus costs of advertising
Eviction Fee (if auction remedy is not elected)	\$200.00 plus attorney's fees and court costs (after 15 <sup>th</sup> day)

Further Occupant shall be responsible to Owner for any fees and costs (including reasonable attorney fees) incurred in the collection of any amounts owed by Occupant as permitted under this Rental Agreement or by law. For the purpose of calculating time, any payment or notice not received by 5pm, shall be deemed received the next business day.

**5. Use of Premises and Prohibited Storage, Limitation on Value of Personal Property:** The Premises may be used and occupied only for the storing of personal or commercial property owned by Occupant ("Personal Property"). Occupant shall keep the Premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not use the Premises for the use of storage of any animals; food; animal feed (including seed); explosives; highly flammable, noxious smelling, dangerous, hazardous or toxic materials or substances (as defined below); contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Premises which produces or releases such prohibited materials. The term release@ shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, (CERCLA@).

The term hazardous substance@ means:

- i. Any substance defined as a hazardous substance@ under CERCLA.
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic or a pollutant under any federal, state or local law, code ordinance or regulation.

**Occupant's obligation to indemnify Owner as set forth herein specifically including any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material or flammable or combustible liquid or gases by Occupant, Occupant's agents, employees, invitees or guests. Owner specifically reserves the right to (but is not obligated to) enter the Premises at any time to remove and dispose of prohibited items and to involve the appropriate governmental authorities, where necessary, without any liability to Occupant.**

Occupant shall not use the Premises for the operation of any manufacturing or mechanical maintenance. Use of the Premises for human or animal habitation is strictly prohibited. Occupant shall not use the Premises for storage of gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease or other lubricant as may be contained in the operating parts of the items stored in the Premises, and no liquid gas tanks (such as propane) may be stored in the Premises at all.

**The Premises is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value or objects which have special or emotional value to Occupant.** This provision shall not constitute an admission that Occupant's Personal Property has any value whatsoever. By this Rental Agreement, Owner is not liable for the loss of Occupant's Personal Property.

Occupant, from time to time, during the duration of this Rental Agreement may place Personal Property on or in the Premises but is expressly agreed that Owner is under no duty to maintain an inventory or any other records of the contents so placed in Premises. **NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. OWNER IS NOT ENGAGED IUN THE BUSINESS OF STORING GOODS FOR HIRE OR THE WAREHOUSE BUSINESS AND IS JUST AN OWNER OR REAL ESTATE LEASING SPACE, OR STORAGE CONTAINERS.**

**6. Insurance / Security Type Systems:** Occupant agrees, at his/her sole expense, to maintain insurance on all Personal or Commercial Property stored in the Premises with actual cash value coverage against all perils, without exception. Occupant's failure to maintain such insurance shall be a Default under this Rental Agreement and Occupant shall assume all risk of loss or damage that would have been covered by such insurance. Owner has installed measures to help deter loss at the Facility that are referred to as "Security Type Systems." The operation or failure of any type of "Security Type System" or any other device installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his obligation of insuring his Personal Property. Owner employs certain Security Type Measures, such as gates codes, and fencing. Occupant acknowledges that these measures are for the protection of the Facility as a whole and not the individual Premises

and that video cameras, if any, are not monitored, and that any or all of these systems may not operate properly in the event of a mechanical, electrical, or software failure. Further, video cameras, if any, may not be recorded or may not be recorded at all times.

**7. Access:** Occupant's access to the Premises and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility. Tenant will be liable for any damage done by person or persons that are using the gate code for access given by the tenant. Owner may deactivate Occupant's gate access code if Rent or other charges are overdue. Owner may overlock any rv or storage container if rent is overdue. Deactivation of the access code shall not constitute a denial of access to the Premises, rather access after deactivation must be obtained by scheduled appointment with Owner's office. Owner may deny Occupant access to the Premises when Rent or other charged are overdue. Owner may change the times and methods of access to the Facility with thirty (30) days written notice to Occupant. In the event of emergency at or around the Facility, Owner may require Occupant enter only when escorted by Owner's employees or agents. If the Facility is unsafe due to inclement weather, Owner may delay opening or close the Facility early and this shall not represent an event of default. Tenant may not cut or otherwise remove a locked lock from their leased property. Owner retains the right to remove all locked locks, including the tenant's locked locks, and the fee for removal will be 35 dollars. This fee is payable at time of removal. If tenant attempts to remove an overlock, then tenant may be charged for trespass and/ or breaking and entering. The police will be contacted in all cases of illegal activity including removal of any locks. The office hours are Monday thru Friday by appointment only and closed Saturday and Sunday. THE NORMAL GATE HOURS ARE 7 AM ----8PM MONDAY THRU SUNDAY.

**8. Release of Liability:** Occupant releases Owner, its employees, their agents, successors, and assigns from any and all liability for property damage or loss of Personal Property for damage or loss from (as examples, including but not limited to) fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Owner, its employees, or agents. Occupant further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant's and Occupant's family or invitees.

**9. Indemnification; Subrogation:** Occupant hereby agrees to indemnify and hold harmless the Owner from and against any and all and any matter of claim(s) for damages or loss to Personal Property or personal injury and costs including attorney's fees arising from Occupant's use of the Premises or the Facility, or from any activity, work or thing done permitted or suffered by Occupant in or on the Premises at the Facility, unless such loss or injury occurs as a result of the intentional conduct of Owner.

**10. Owner may Enter:** Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police, sheriff, and fire officials, shall have the right to enter the Premises, without notice to Occupant, to take such action as may be necessary to preserve Owner's property in the event of an Emergency, or to comply with any applicable law or governmental order, warrant, or subpoena, or to enforce any of Owner's other rights. Owner shall further have the right to enter the Premises with reasonable notice to Occupant to make repairs, replacements, other desirable improvements or conduct any inspections of Owner's property.

**11. Owner's Lien:** Pursuant to the Colorado Self Service Storage Facility Act CRS 38-21.5-101 et seq. upon Occupant's storage of Personal or Commercial Property in the Premises, Owner of the self-service storage facility and his heirs, executors, administrators, successors and assigns have a lien upon all Personal Property located in the self-service storage facility for Rent, labor, or other charges present or future, in relation to the personal property and for expenses necessary for its preservation, and expenses reasonably incurred in sale or other disposition.

**12. Defaults; Owner Remedies:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement shall have the right to terminate this Rental Agreement. If Occupant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may deny gate access to the facility and /or overlock the property or container. If Owner has delivered certified mail to Occupant's last known address a copy of a notice advising Occupant of the default then Owner may deny access to the Premises until all amounts outstanding are paid in full and sell or otherwise dispose of the Personal Property stored in the Premises. Owner may also pursue any and all remedies available, at law or equity, and detainer action against Occupant. All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

**13. Mold:** Occupant understands that any Personal Property brought into the Premises that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Premises. Even in outside storage there is a risk of the growth of mold and/or mildew Occupant's stored Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's Personal Property.

**14. Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address and shall be conclusively presumed to have been received by Occupant three(3) business days after mailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the address of the Facility listed on the first page of this Rental Agreement. **Occupant is respon-**

**sible for notifying Owner in writing, via certified mail return, receipt requested , or via email of any change in Occupant's address or of intent to vacate at the end of the term. It is important that Occupant keep Owner apprised of any change in address so that Occupant receives all necessary notices.**

- 15. Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Premises without the prior written consent of Owner.
- 16. Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Colorado without regard to its conflict of the law's provisions. Owner and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or property damage. Owner and Occupant further agree that the federal or state courts in the county in which the Facility is located shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.
- 17. Entire agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupants and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the President of the Owner, or the General Manager of the Facility.
- 18. Headings and Gender:** The headings of the various provisions of this Rental Agreement have been included only for the convenience of the parties and are not to be used in interpreting the Rental Agreement or in determining the intentions of the parties
- 19. Agreement to Mediate:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty or otherwise will be submitted to non-binding mediator for a minimum of eight hours before any other mediation organization approved by Owner and Occupant located within twenty(20) miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on our respective behalves and may be represented by counsel. In addition, Owner and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
- 20. Owner's Employees/Agents:** In the event Occupant requests any of the Owner's Employees or agents to perform any services for Occupant, it shall be due at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees/agents.
- 21. Warranty of Information:** Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.
- 22. Weed Control:** Occupant is advised that Owner uses chemicals at the Facility including around the Premises, for weed control.
- 23. Use of Utilities:** Occupant shall not use electricity, water or any utility at the Premises for any purpose, without express written permission obtained in advance from Owner. There is no trash container for use by tenants. Any illegal use of trash containers on the site may require a fee up to \$ 200.
- 24. Exclusion of all Warranties:** The agents and employees of Owner are not authorized to make warranties about the Premises and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNERS' AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Occupant and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Premises and the Facility, and that Occupant accepts such Premises and access to the Facility AS IS AND WITH ALL FAULTY.
- 25. Damage to facility or storage site, or storage containers will be reimbursable to the landlord. Do not put any nails, or screws in the walls, floor or ceiling of any storage container.**

**TERMS AND CONDITIONS:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address cont.** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Date of Birth.** \_\_\_\_\_

**SS #.** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Driver's License #:** \_\_\_\_\_

**Lease Amount: \$** \_\_\_\_\_ **for** \_\_\_\_\_ **month term.**

**Storage Space #** \_\_\_\_\_ **or Container #** \_\_\_\_\_

**Item(s) Stored:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Renewal Date:** \_\_\_\_\_

**LEASE COMMENCEMENT DATE AGREEMENT**

THIS LEASE COMMENCEMENT DATE AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, hereinafter referred to as “Landlord”, and \_\_\_\_\_, hereinafter referred to as “Tenant”.

WHEREAS, Landlord and Tenant entered into a lease agreement dated \_\_\_\_\_, (the “Lease”) for certain space or container located at \_\_\_\_\_ (the “Leased Premises”); and

WHEREAS, the provisions of said Lease relating to commencement of the term thereof provided for a Commencement Date upon completion of tenant finish; and

WHEREAS, Landlord and Tenant now desire to set forth in this instrument the exact commencement and expiration dates of the term of said Lease:

**WITNESSETH:**

NOW THEREFORE, pursuant to the provisions of said Lease relating to commencement of the term thereof, Landlord and Tenant, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, agree and stipulate that the original Term of said Lease commenced on \_\_\_\_\_, and will expire \_\_\_\_\_, unless sooner terminated as provided as provided in said Lease. Except as otherwise set forth herein, all other dates and terms shall remain as set forth in said Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as an addendum to said Lease for the purpose set forth above, as of the day and year first above written.

**TENANT:**

**LANDLORD:**

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Date: \_\_\_\_\_