

GREATHOUSE STORAGE RENTAL AGREEMENT

PO Box 388, Johnstown, CO 80534 970-568-6606 greathousestorage@gmail.com

13a. OCCUPANT INFORMATION

Occupant Name _____ (If business) Contact Name _____

Street Address _____ Apt.# _____ City _____ State _____ Zip _____

Mailing Address: (if different from above) _____

Home Phone# (____) _____ Cell Phone# (____) _____ Business Phone# (____) _____

Driver's License Number /State _____ /State _____ DOB _____

Email Address: _____

Emergency Contact Name _____ Phone (____) _____

Employer Name _____ Phone (____) _____

13b. STORAGE UNIT RENTAL INFORMATION

Storage Unit Number _____ Size _____ Lease Start Date _____ Rent \$ _____

Storage Unit Number _____ Size _____ Lease Start Date _____ Rent \$ _____

PARKING SPACE RENTAL INFORMATION

Parking Space Number _____ Size _____ Lease Start Date _____ Rent \$ _____

Parking Space Number _____ Size _____ Lease Start Date _____ Rent \$ _____

RENT TOTALS:

Administrative fee (one-time) \$15.00

Security Deposit Total \$ _____

Rental Unit/Space Totals \$ _____

Gate Keypad Code _____

Prorated 1st Month's rent (if applicable) \$ _____

Misc. Padlocks, etc. \$ _____

Next Payment Due _____

Total Due upon receipt \$ _____

(Total Monthly Rent Due 1st Day each Month \$ _____)

Card Holders Name _____ CC# _____

Expiration _____ CVV Code _____ Visa Master Card Discover

I authorize Greathouse Storage to charge my card monthly _____

_____ (Initials)

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Late Charge \$15.00, Returned Check Charge \$30.00

1. PARTIES TO CONTRACT. Greathouse Storage, who hereinafter will be called "Owner" or "Operator", hereby rents Storage Unit No. (refer to section 13b) at its Johnstown Storage Facility to (refer to section 13a), hereinafter called "Occupant" or "Tenant", whose address for receiving mail, phone number, and other contact information is listed in section #13a. "Occupant Information". The following terms and conditions will apply:

2. SPACE. The "Space" is described in Section 13b. Occupant agrees to lease the Space on a month-to-month basis following the terms and conditions contained in this Contract. The Space shall be occupied and used only in accordance with this Contract with the express understanding and agreement that no bailment or deposit of goods for safe keeping is intended or created by this Contract. Occupant has examined the Space and the Operator's Premises and agrees that the Space and or the common areas of the Premises are satisfactory for all purposes, including the safety and security of Occupant's property, for which the Occupant shall use the Space or the common areas of the Premises. Occupant acknowledges that no heat will be provided or furnished to such storage unit/space at any time, nor is Owner obligated to furnish any security guards, burglar alarms, or other security nor is Owner liable for burglary or theft. Owner does not warrant that the Unit or Owner's buildings are fireproof or that the contents of such building cannot be damaged or destroyed by fire. Occupant may conduct no business activity upon the premises, and may use the common areas solely for the purpose of coming and going to store or remove items of their personal property, provided that the Occupant may not obstruct other traffic. All Occupant's personal property must be stored within the boundaries of the Unit or Space. Occupant shall have access to the Space and the common areas of the Premises only during Operator's normal hours. Greathouse Storage facility gate hours operate from 5AM-11PM. The Occupant's gate access code will not work after hours.

3. RENT. For use of the Space, without any right to a billing statement or the right to a refund, set off, prior notice or demand, Occupant shall pay Greathouse Storage the sum of \$_____ per month due on the first day of each month for that month until this Contract is terminated. Rent is due for the entire month, not day by day. Upon signing this Contract, Occupant shall pay Greathouse Storage one full month's rent, and if the first month is a partial month, the rent shall be pro-rated and added to the first full month's rent. The first month's rent is pro-rated as follows: 30th-5th of the month= Full month's rent, 6-8th=80%, 9-11th=70%, 12-14th=60%, 15-17th=50%, 18-20th=40%, 21-23rd=30%, 24-26th=20%, 27-29th=10%. **THE OCCUPANT SHALL NOT BE ENTITLED TO A REFUND IN WHOLE OR PART OF UNUSED RENT PAID IN ADVANCE.** If such rent is not received by 5:00PM of the fifth day from which it is due, then THE OCCUPANT AGREES TO PAY A LATE CHARGE OF \$15.00. Cash or money order will be required on all delinquent accounts which are moving out. Rent may be changed with 30 days' notice. Any such change shall be binding on the Occupant unless Occupant terminates this Agreement and vacates the unit before the effective date of change. Occupant shall be charged a \$30 fee for returned checks or insufficient funds. Any such adjustment shall not affect any other terms or conditions of this Contract and all other terms and conditions shall remain in full force and effect. Rent is paid for use of the space or unit to the end of the month. No refund is made for an early move-out. *RENT IS AUTOMATICALLY RENEWED FROM MONTH TO MONTH UNLESS TERMINATED AS PROVIDED HEREIN

4. PERIOD OF OCCUPANCY/TERMINATION. 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. Occupancy created by this Rental Agreement will be terminated by delivering written notice to Greathouse Storage of intention to do so at least 15 days prior to the last day of the calendar month in which Occupancy will terminate. Written notice must contain the following five items: #1 Name of Occupant. #2 Unit/space number. #3 Date notice is being given. #4 Date items will be removed & unit/space will become available. #5 Forwarding address. Signed written notification of intent to vacate can be delivered to the on-site Drop Box, Emailed to greathousestorage@gmail.com or mailed to Greathouse Storage, P.O. Box 388, Johnstown CO 80534. **Phone calls or text messages are not accepted as termination notification.** Any property left in the Storage Space after the date for which Occupant has given notice to terminate will be deemed abandoned by the Occupant. 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. Charges for removal of items left in the unit or space upon moving out will be assessed and billed to the Occupant. 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 Rental Agreement or through finding a validly filed financing statement, as provided by law. Owner may also terminate this Rental Agreement by any means provided by law.

5. SECURITY DEPOSIT. By signing this contract it is agreed that a deposit of \$50 per storage unit/space is required. Said deposits will not be applied to rent or other charges due prior to termination of this agreement. Said deposits may be used by the Owner to pay any amounts due from the Occupant under this agreement or to fix damage caused by the Occupant. In the event that the security deposit amount does not cover the entire cost of damage caused by the Occupant, the Occupant shall reimburse Greathouse Storage for the remainder due to fix said damage. In the event that the security deposit is used by the Owner to fix damage caused by the Occupant, the Occupant shall replenish the security deposit fund within 10 days of notice. Failure to do so shall constitute default under this agreement. **The security deposit, without interest, shall be returned within thirty days after the termination of occupancy when the following conditions have been met:**

- a. Unit is returned undamaged and in a "broom-clean" condition.
- b. A Signed 15-day written termination notice of intent to vacate has been provided. **See section 4 of rental agreement for details**
- c. An address is provided where the deposit refund can be sent.
- d. All items from unit have been removed from the unit as well as the premises.
- e. All rent, late fees, over-lock fees, returned check fees, etc. has been paid in full.

6. USE OF PREMISES; COMPLIANCE WITH LAW. Occupant shall use the Space solely for the purpose of storing personal property belonging to Occupant. Occupant shall not store in the Space any explosives, highly flammable goods, hazardous materials, metal drums, tires or any other goods that would pose a danger to any person, on the Space or the Premises. Occupant shall not store any improperly packaged goods or perishable goods in the Space. . Occupant may not conduct garage sales on the premises. Occupant agrees not to sublet or to assign the premises to any other persons or parties. Occupant shall not perform any welding in the Space or on the Premises. Occupant shall not use the Space or Premises or store any property on or about the Space which would result in the violation of any law, rules, regulations and ordinances of any governmental authority ("Laws") and Occupant shall comply with all Laws concerning the Space and the use thereof. Occupant shall not make any alterations, install any fixtures, paint, mark, cut, drill or drive nails or screws into, or in any way deface or alter any part of the premises. In the event of a violation hereunder, Occupant shall at their sole cost and expense, restore the premises to the original condition at occupancy. Should Owner incur any expense as the result of Occupant's failure under this paragraph, Occupant shall be liable for any such expenses incurred by Owner and for reasonable legal fees incurred by Owner in the collect of such debt. Occupant shall not take any action that constitutes waste, alters the Space, or affix any sign on the space that is a nuisance or unreasonable annoyance as determined by Owner in its discretion. Occupant acknowledges and agrees that the Space and the premises are not suitable for the storage of heirlooms or precious, valuable, or irreplaceable personal property, such as books, records, writings, works of art, objects for which no immediate resale market exists and objects which are claimed to have special or emotional value to Occupant. Occupant agrees that the value of any such item shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the Space may be used for storage only and that use of the Space to conduct any business or for human or animal habitation is prohibited. Occupant represents and warrants that Owner need not be concerned with the kind, quantity or value of property or goods stored by Occupant in or about the Space.

_____(Initials)

7. DEFAULT; REMEDIES. If Occupant fails to pay the rent when due, fails to perform any covenants or conditions of this Agreement, or fails to vacate the storage unit promptly upon expiration of this Agreement, the Occupant shall be in default. Default shall be defined as the failure to perform in a timely manner any obligation or duty set forth in this Agreement or under the law. As specified in part 3 of this agreement, rent is due on the 1st day of each month. **If rent is has not been received by 5P.M. on the 5th day of the month:** a \$15.00 late fee will be applied to the balance of rent due. **If rent is not received by the 15th day of the month the Owner will:** deny the Occupant access to the unit and or premises and to any property stored on the site. Once access has been denied a \$15.00 over-lock fee will be applied to the balance due of rent and any late fees accrued. When the full balance of rent/late/over-lock fees has been paid the unit over-lock and/or gate access code will be enabled within 48 hours. **IF THE OCCUPANT IS IN DEFAULT CONTINUOUSLY FOR A PERIOD OF THIRTY (30) DAYS, THE OWNER SHALL HAVE AND IS HEREBY GRANTED THE FOLLOWING RIGHT:**

A). To forthwith break and remove any lock on the storage unit door belonging to the Occupant, enter the storage unit and inspect and briefly list the contents, then place the lock of the Owner thereon until such contents are disposed of by the Owner pursuant to law (Title 38 article 21.5, CRS 1973 as amended) and to deny Occupant access to said unit by delivery of notice of said default to Occupant personally, by certified mail, or to the electronic mail to the Occupant's last known address or email address. 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 Occupants property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupants account prior to the published auction date will stop the scheduled sale of the property. Occupant shall pay all costs Operator incurs in collecting any amount due under this Contract, including but not limited to, attorneys' fees, collection agency fees, court costs and related fees.

B). Pursuant to Title 38 article 21.5-102 CRS 1973, as amended, the Owner, and his heirs, executors, administrators, successors, and assigns have a lien upon all personal property located at Greathouse Storage. for rent, labor or other charges, present and future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to law. The lien attaches as the date the personal property is brought to the Self-Service Storage Facility and continues so long as the Owner retains possession and until the default is corrected, or a sale is has been conducted, or the property is otherwise disposed of to satisfy the lien. Occupant shall be liable to Owner for any deficiency after the property has been disposed of. Nothing herein shall be construed as in any manner impairing of affecting the right of parties to create liens by special contract or agreement, nor shall it in any manner affect or impair other liens arising at common law or in equity, or by any other statute of the state of Colorado.

8. LIMITATION OF OWNER/OPERATOR/ INDEMNIFICATION .

Operator, Operator's owners, directors, officers, and partners (all of which shall be included in the term "Operator" for purposes of this Section 8) and Operator's agents, representatives and employees (together they are referred to as "Operator's Agents") shall not be liable to Occupant for any damage, loss or personal injury to any person, Occupant or any property stored in, on or about the Space/unit or Premises, arising from any cause whatsoever, including, but not limited to, actions or conduct in the placing of property on the Space and removing the same there from, any damages caused by Operator or Operator's Agents while in the Space/unit or Premises, theft, fire, disappearance of property, rodents, acts of god or the active or passive acts, omissions or negligence of Operator or Operator's Agents, and Occupant hereby releases Operator and Operator's Agents from any and all such claims for damages, losses and injuries. Occupant shall indemnify and hold Operator and Operator's Agents harmless from any and all damages, losses, or injuries to any person or property arising out of or occurring in, on or about the Space/unit or the Premises, arising in any way out of Occupant's use of or presence In the Space/unit or Premises, whether occasioned by Operator's or Operator's Agents' active or passive acts, omissions, negligence or otherwise, other than damage, loss or injury arising solely out of Operator's or Operator's Agents' gross negligence or willful misconduct.

9. INSURANCE: WAIVER OF CLAIMS. Any insurance protecting property stored in or on the Space/unit or Premises against fire, theft, vandalism, burglary, damage or any other claims must be provided by Occupant. Owner/Operator 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/unit or premises. 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/Operator in the event of any loss or damage of any kind or from any cause including but not limited to theft, fire, disappearance of property, rodent damage, or acts of god. 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)

10. OWNERS RIGHT TO ENTER, INSPECT, REPAIR.

Upon the request of Owner, its agents or employees, Occupant shall provide access to the Owner, its agents or employees, to enter the leased space for the purpose of inspection, repair alteration, improvement, or to supply necessary or agreed services. **IN CASE OF AN EMERGENCY, OWNER, ITS AGENTS OR EMPLOYEES, MAY ENTER THE LEASED SPACE FOR ANY OF THE ABOVE STATED PURPOSES WITHOUT NOTICE TO OR CONSENT FROM OCCUPANT AND OWNER RESERVES THE RIGHT TO REMOVE THE CONTENTS OF THEIR 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. WAIVER OF JURY TRIAL. Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either Owner against Occupant or Occupant against Owner on any manner arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the Storage Space of any claim of bodily injury or property damage or the enforcement of any remedy under law, statute or regulation.

12. NOTICE OF LIENS AND SECURITY INTERESTS. Owner directs Occupant to disclose any lien holders or any parties with secured interests in the property that is or will be stored in the storage space. (Identify all companies or individuals to who you owe money on the property stored.) Occupant shall provide to Owner all information of any and all parties holding any security interest or liens on the property stored. Occupant represents that the property stored or to be stored is free of all liens and secured interests except as follows: If space is left blank, it is assumed there is no lien holders.

If none, write "none". Property description with serial number _____

Lien holder/Secured Creditor _____

Address/Phone Number _____

By signing below Occupant agrees they have read the contract in full and agrees to all terms and conditions of the agreement.

Occupant Signature _____ Date _____

Owner /Operator Agent Signature _____ Date _____