

1. **RENT** - Rent is payable without notice, in advance upon the 1st day of each and every calendar month to Lessor or to Lessor's designated agent. In the event the rent is not paid within 10 days after the due date, or in the event of a dishonored bank check from Tenant to Lessor (because actual damage for said late payments and dishonored bank checks are extremely difficult to ascertain), Tenant agrees to pay \$10.00 as liquidated damages for said late payment and \$10.00 as liquidated damages for said dishonored bank check as additional rent.

2. **DEPOSITS** - Tenant shall pay in advance a security, cleaning and damage deposit to be held by Lessor for faithful performance of the terms of this agreement, for cleaning and repair of the premises after surrender of the same by the Tenant. The deposit shall be refunded to the Tenant within 2 weeks after Tenant vacates the premises, less all charges for cleaning, repairing, replacement of any missing items or other amounts due under this agreement when necessary to compensate Lessor for loss or damage caused by the breach of Tenant, including any amounts necessary to compensate Lessor for delinquent rent owed by Tenant. At the termination of this tenancy, it shall be the Tenant's responsibility to return the premises in the same condition as they were in when rented to Tenant.

3. **USE AND OCCUPANCY AND COMPLIANCE WITH THE LAW** - The premises are to be used only for storage of personal property and household goods owned by Tenant. Tenant further agrees that the premises will not be used for operation of any business, for human or animal occupancy. Trash or other similar materials shall not be allowed in or near the leased premises. The storage of welding or flammable, explosive, corrosive, contaminant, pollutants or other inherently hazardous or dangerous material is prohibited. Vehicles or other similar fuel driven equipment may be stored only if the fuel tanks are empty. Tenant shall not store in the premises any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary Department, Police Department, or other government or governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which may create a nuisance in or upon or connected with the premises.

4. **RULES** - Tenant agrees to abide by all rules, and policies that are posted and are now in effect or that may be put into effect from time to time. Lessor agrees to supply written copies of said rules to Tenant as they now exist and as they may be modified or adopted in the future.

5. **CONDITIONS AND ALTERATION OF PREMISES** - Tenant has examined the premises and hereby accepts them as being in good order and condition and agrees to pay Lessor promptly for any repairs of the premises, caused by Tenant's negligence or misuse or the negligence of misuse of Tenant's invitees, licensees, and guests. Tenant shall make no alterations or improvements of the premises without the prior written consent of Lessor. Should Tenant damage or depreciate the premises or make alterations or improvements; or do painting or redecoration without the prior consent of Lessor, then all costs necessary to restore the premises to its prior condition shall be borne by Tenant.

6. **INSPECTION** - Tenant agrees that Lessor or his agent may at any reasonable time, with the Tenant present, enter to inspect the premises or make repairs. Tenant further agrees that Lessor or his agent may show the premises to prospective purchasers or to lending institutions or their representatives at any reasonable time, or if notice of termination of this tenancy has been given by either party, to prospective tenants during the 30 day period prior to termination.

7. **TERMINATION** - The tenancy under this Agreement may be terminated by Lessor or Tenant by either giving notice to the other of his intention to terminate the tenancy at least 10 days prior to termination. Rent is payable by Tenant to Lessor for said 10 day period and if Tenant vacates prior to the end of the said 10 day period, Tenant must nevertheless pay rent for said 10 days as herein above provided. As condition for such termination, and prior to the return of any deposit, Tenant shall do the following: completely vacate the premises in good and clean condition, reasonable wear and tear accepted; deliver all keys or locks if rented from Lessor; and leave Tenant's forwarding address and allow Lessor to inspect the premises in Tenant's presence to verify the final condition of the premises and its contents.

8. **ABANDONMENT** - Tenant shall not abandon the premises at anytime during the term of this agreement. If Tenant shall abandon said premises or be dispossessed by process of law, or otherwise, then Lessor or his agent shall have the right to take immediate possession of and reenter said premises.

Lessor and Tenant agree that in the event a notice to terminate the tenancy has been given by Lessor to Tenant and Tenant has not occupied the premises for the 10 days covered by said notice of termination and has not paid any portion of the rent due for said period, then the premises may be deemed abandoned by Lessor and Lessor may reenter and take immediate possession of said premises, consider the tenancy terminated and reenter said premises.

9. **TENANT'S DEFAULT** - If tenant defaults in the payment of rent for more than 5 days after it is due or is in violation of any other covenant, agreement, condition, ruin or regulation herein contained or hereafter established for a period of 5 days after Lessor's notice of violation, Lessor shall be entitled to install Lessor's own lock on the premises. After the Tenant has been in default continuously for a period of 30 days. Lessor may proceed under CRS 1973, 38 21.5 103 and shall have that right to reenter and take possession of the property stored therein for the purpose of sale and disposition. Lessor shall thereupon notify all interested parties of sale as provided by CRS 1973, 38 21.5 103, and upon sale of the property Lessor shall apply all funds received from said to accrued rental and other charges due Lessor. Such charges shall include all reasonable costs incurred in enforcing this agreement including court costs and attorney fees. **N.B. ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO RENTAL PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30 DAY PERIOD.**

10. **ASSIGNMENT OR SUBLETTING** - Tenant shall not sublet or assign all or any portion of the premises or Tenant's interest therein without the prior written consent of Lessor.

11. **ATTORNEY'S FEES** - Tenant shall pay all costs incurred by the Lessor in repossession of the premises and the enforcement or termination of this agreement, including but not limited to reasonable attorney's fees. In the event that either party shall have to resort to legal or equitable process to enforce termination of this agreement, the party determined to be in default agrees to pay a reasonable attorney's fee and costs of court incurred by the non defaulting party.

12. **DISCLOSURE OF TENANT'S LIEN HOLDER INTEREST** - Pursuant to Article 21.5 101 (g) of Title 38 C.R.S. 1973 as amended, Lessor directs Lessee to disclose any lien holders with an interest in property that is or will be stored in the self service storage facility.

13. **LIABILITIES**: Tenant shall hold Lessor and his agents harmless from all claims of loss or damage to property and of injury to or death of persons caused by the acts or negligence of Tenant, his guests, licensees or invitees, or occurring on the premises rented for Tenant's exclusive use. Tenant hereby expressly releases Lessor from any and all liability or loss or damage to Tenant's property or other causes beyond the reasonable control of Lessor. Tenant's possessions within the building are so placed at Tenant's sole risk and Lessor shall have no Liability for any loss or damage caused to said possessions whatsoever. Tenant acknowledges that insurance is available from independent insurance companies for damage to Tenant's property and for the liability imposed in this paragraph.

Lessee shall permit no damage thereto and shall indemnify and hold Lessor harmless from any claim or cause of action arising out of Lessee's use of the premises. Notwithstanding any representations or warranties, whether implied or expressed, Lessee assumes full and complete responsibility for any damages, theft or casualty in regard to any personal property owned by Lessee, its officers, agents, and employees, if any, while on the lease premises, whether from action of the elements, acts of negligence of the landlord or actions of third parties, including but not limited to, those that are occupants of adjacent properties. Lessee will not use the premises for unlawful purposes.