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NOTICE: THIS DOCUMENT HAS LEGAL CONSEQUENCES. CONSULT WITH LEGAL COUNSEL FOR EXPLANATION OF THE CONTENT OF THIS CONTRACT.

Royal Mini Storage, LLC, Glenwood Springs, Garfield County, Colorado, hereinafter will be called "Owner", hereby rents Storage Unit No. _____ at its Storage Facility to _____, hereinafter called "Occupant", whose address for receiving mail is _____ and whose phone number is _____ upon the following terms and conditions and no other.

1. The rental charge for the unit is \$ _____ per month payable in advance on the _____ day of each calendar month, at the Owner's address listed above as long as occupancy exists. Rent is due for the entire month, not day by day. **THERE IS NO 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, **OCCUPANT AGREES TO PAY A LATE CHARGE OF \$10.00.** 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 any fees incurred by Owner for returned checks or insufficient funds. All amounts due and owing to Owner shall accrue interest at 18% per annum.

2. The "Unit" is described in the introductory paragraph above. Occupant agrees to lease the Unit on a month-to-month basis on the terms and conditions contained in this Contract. The Unit 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 Unit and the Owner's premises and agrees that the Unit and the common areas are satisfactory for all purposes, including the safety and security of Occupant's property, for which the Occupant shall use the Unit or the common areas. Occupant shall have access to the Unit and the common areas only during Operator's normal hours.

3. **OWNER MAY DENY TENANT ACCESS TO THE UNIT AND TO ANY PROPERTY STORED IF OCCUPANT IS IN DEFAULT FOR PAYMENT OF RENT OR OTHER VIOLATION OF THIS RENTAL AGREEMENT FOR MORE THAN FIFTEEN (15) CONTINUOUS DAYS AFTER NOTICE OF DEFAULT HAS BEEN GIVEN.** 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, he 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. **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:**

1). 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.

2). 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 Royal Mini Storage, LLC. 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 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 or 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.

3). Owner may also file a suit for money damages or unpaid monthly rental and additional fees."

4. A \$20.00 deposit is hereby received for security and cleaning deposit and will be refunded, without interest, by mail within thirty(30) days of the Occupant vacating the unit if the following conditions are met:
a. Unit returned undamaged and in a broom-clean condition. b. A 15-day Signed, written notice delivered to the office or mailed to the above address of intent to vacate. c. An address is provided where deposit refund can be sent. d. A faithful performance of the terms of the Rental Agreement. Said deposit will not be applied to rent or charges due prior to termination of this agreement. Said deposit may be used by Owner to pay any amounts due from Occupant under this agreement. In the event any of the security deposit is used by Owner,

Occupant shall replenish the security deposit fund within 10 days of notice. Failure to do so shall constitute default under this Agreement.

5. Occupant expressly agrees and covenants with Owner that he will not use said premises for an unlawful purpose, and that the unit shall only be used for the storage of personal property belonging to the Occupant or legally in Occupant's possession, he will pay the rent each month as it becomes due, that he will keep said premises in good condition (usual wear and tear expected), and that he will not store radioactive, hazardous materials, hazardous waste, noxious substances, explosive, combustible or flammable materials or goods on said premises, that he will not do, or permit anything to be done, in or upon the leased premises that increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises for storage purposes, and the Occupant shall bear all responsibilities for theft or damage, if any, to said property caused by but not limited to fire, theft, acts of God, or actions of others, whether indirect or direct loss or physical damage to any property stored in such premises. **ALL PROPERTY KEPT STORED OR MAINTAINED ON THE PREMISES BY OCCUPANT SHALL BE AT OCCUPANT'S SOLE RISK**, and further, Occupant acknowledges that no heat will be provided or furnished to such storage unit 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 personal property must be stored within the Unit.

6. **ALL PERSONAL PROPERTY STORED WITHIN THE STORAGE UNIT SHALL BE AT THE OCCUPANT'S SOLE RISK.** Owner carries NO insurance which in any way covers any loss whatsoever that Occupant may have or claim by renting the Unit. Occupant understands that Royal Mini Storage, LLC, is (a) a Landlord renting space, is not a warehouseman, and does not take custody of my property, (b) is not responsible for loss or damage to my property; (c) does not provide insurance on my property for me; and (d) requires that I provide my own insurance coverage for fire, theft, vandalism, burglary, damage or any other claims or be "self-insured"(personally assume risk of loss or damage).

Initials

While information may be made available to Occupant with respect to insurance, Occupant understands and agrees that Owner or Owner's Agents are not insurers, insurance agents, insurance brokers or insurance solicitors and Owner and Owner's Agents have not assisted Occupant in the explanation of coverage or in the making of claims under any insurance policy. Owner strongly recommends that Occupant secure his own insurance to protect himself and the personal property against all perils of whatever nature.

As initialed below, Occupant agrees to obtain insurance coverage on property in the Unit for its actual cash value or be "self-insured" (personally assume risk of loss or damage).

Please initial only one.



Customer Storage Insurance from Deans & Homer



From my own Insurance Agent



Be "Self-Insured"

Owner shall not be liable to Occupant or Occupant's invitees, family, employees, agents, or servants for any personal injuries or property damage. Occupant acknowledges that Owner does not take care, custody, control, possession or dominion over the contents in the storage unit or at the Self-Service Storage Facility. Occupant must keep the storage unit locked, and must provide his own locks and keys and assumes all obligations for utilities, appliances or fixtures, if any, provided to Occupant under the terms of this Rental Agreement. Occupant hereby agrees to indemnify and hold harmless the Owner from and against any and all manner 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 storage facility or storage unit, or from any activity, work, or thing done, permitted or suffered by Occupant in the storage unit or at the storage facility. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of Occupant, regardless of whether payment for such services is made or not and Occupant agrees to hold Owner harmless from all liability in connection with or arising from, directly or indirectly, such service performed by employees of Owner. Notwithstanding Owner shall not be liable for such occurrences. Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any such circumstances.

7. Pursuant to C.R.S. 38-21.5-101(6), as amended, Owner directs Occupant to disclose any lien holders with any interest in property that is or will be stored in the Unit, and Occupant represents that there are NO LIENS against the property stored or to be stored in the Unit at Royal Mini Storage, LLC EXCEPT AS FOLLOWS:

(Write none if none).

The value of the items stored in my Unit does not exceed \$ _____. I understand that I must let Owner know, in writing, if the value changes at any time.

8. Occupant agrees that Owner or Owner's representative shall have the right, without notice, to enter upon the storage unit or any part thereof by any means including without limitation the cutting and removal of Occupant's lock for the purpose of examining the same for lease violations or condition thereof or for making improvements repairs or alterations thereto Owner reserves the right to remove the contents to another unit or facility.

9. This Agreement is month to month and either party may terminate this agreement, without cause, by written notice given at least 15 days prior to the next month's rent due date. If the unit is damaged by casualty, rendering it unusable and Owner cannot provide a comparable unit, this Rental Agreement shall terminate and Occupant shall remove his property within 5 days of notice being given. In such event, rent paid shall be prorated. If this Agreement is terminated for any reason Occupant shall timely deliver his property on or before the termination date. If this does not occur, Occupant shall be liable for double the normal rental rate, prorated on a daily basis, until possession is delivered. This Agreement shall automatically terminate in the event of Occupant's default in payment or performance hereunder, subject only to prompt complete cure of any such default.

10. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy of the Unit as may be required by law, ordered by a court or requested by governmental authorities or agencies including, but not limited to, law enforcement agencies and fire officials. Occupant hereby grants Owner, Owner's Agents and representatives of any government authority or agency the right to enter or access Occupant's property for the purpose of examining Occupant's property or the contents thereof, as may be necessary or appropriate to preserve the Unit, comply with applicable law or court order (including search warrant) or enforce any of Owner's rights. In the event of any damage or injury to the Unit or Occupant's property arising from the active or passive acts, omissions or negligence of Occupant, all expenses reasonably incurred by Owner to repair or restore the Unit shall be paid by Occupant and shall be due upon demand by Owner.

11. All of Occupant's property which remains in or on the Unit or the premises after the termination of this Agreement (other than the termination of this Agreement while Occupant is in default), shall, at the option of Owner, be considered abandoned. Owner may sell, destroy or otherwise dispose of any abandoned property in order to satisfy Owner's lien and any other amounts due to Owner under this Agreement, including but not limited to, any towing or storage costs. Occupant shall pay all costs that Owner incurs for the disposal of Occupant's trash or for the removal of Occupant's abandoned property. Additional fees may be assessed.

12. Occupant shall not make or allow any alteration of any kind to the Unit or premises without, in each instance, obtaining the prior written consent of the Owner.

13. The Owner's rules and regulations are posted in a conspicuous place at the premises and are hereby made a part of this Agreement by this reference. Occupant shall comply at all times with all such rules and regulations. Owner may change (including, but not limited to, adding or deleting) the rules and regulations and all such changes shall be effective immediately upon posting in a conspicuous place at the premises.

14. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect to the subject matter. There are no representations, warranties, conditions, or oral or written promises, agreements or understandings by or between the parties which are not fully set forth in this Contract. No subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon the parties unless they are in writing (which may be electronic) and signed by the parties (which may be electronic).

15. **NOTICE**--All articles stored under the terms of this Rental Agreement will be sold or otherwise disposed of if no payment has been received for a continuous thirty (30) day period. Occupant's property stored in the Unit may be sold or otherwise disposed of if no payment has been received for a continuous thirty (30) day period after the date such payment was due. If the property is a vehicle or watercraft, as defined in C.R.S. §38-21.5-101, and charges related to the property remain unpaid or unsatisfied for sixty (60) days, the Owner may have the property towed from the Unit by an independent towing carrier holding current and valid operating authority from the Colorado Public Utilities Commission and the Owner shall not be liable for (i) the property or for any damages to the property once the towing carrier takes possession of the property, (ii) identity theft or other harm resulting from the misuse of information contained in documents or electronic storage media that are part of the Owner's property sold or otherwise disposed of and of which the Owner did not have actual knowledge. The Owner's lien on the Occupant's property is superior to any other lien or security interest, except those which are properly perfected and recorded in Colorado prior to this Agreement, and except those liens or security interests of which the Owner has actual knowledge through the Occupant's written disclosure provided herein.

16. Tenant shall not sublease or assign his interest under this Agreement.

By signing this Rental Agreement I have read understand and agree to be bound by all the terms stated above and have a copy for my use, records and protection.

Dated this _____ day of _____, 201__.

OWNER

OCCUPANT

Royal Mini Storage, LLC

Driver's License: _____

Date of Birth: _____

YOUR ACCESS HOURS ARE: 6:00 A.M. TO 10:00 P.M. - 7 DAYS A WEEK. IF YOU WISH TO CHANGE THESE HOURS YOU MUST MAKE PRIOR ARRANGEMENTS BY CALLING 945-1125 DURING REGULAR OFFICE HOURS, MONDAY - FRIDAY 8AM-5PM (EXCLUDING HOLIDAYS)