

# Royal Mini Storage, LLC RENTAL AGREEMENT

P.O. Box 2526 • Glenwood Springs, CO 81602 • (970)945-1125 • FAX (970)945-8371

**NOTICE: THIS AGREEMENT 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 Number: [REDACTED], upon the following terms and conditions, at its Storage Facility to the Occupant (commercial tenant) as set forth below:

**Name:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Soc. Sec. #:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_  
**Driver's License #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_  
**Employer:** \_\_\_\_\_ **Employer's Phone:** \_\_\_\_\_ **Extension:** \_\_\_\_\_  
**Employer's Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

1. **RENT.** The rental charge for the unit is \$ [REDACTED] per month payable in advance on the [REDACTED] day of each calendar month, at the Owner's address listed above as long as occupancy exists. If occupancy of the storage space begins on any other day other than the first day of the month, Owner may require a full month's rent to be paid in advance. Owner does not pro-rate partial month's rent. Under no circumstances shall the Occupant be entitled to a refund of the first month's rent. In addition, Occupant shall not be entitled to a refund of any pro-rated portion of the Rent for the month in which a termination of this RENTAL AGREEMENT occurs. Owner may change the monthly Rent or other charges, as well as any other term of this RENTAL AGREEMENT, which change or changes, will become effective the month following written notice to Occupant from Owner detailing the change, the written notice shall be given at least 30 days prior to the date in which the change will take effect. Any such change shall be binding on the Occupant unless Occupant terminates this Agreement and vacates the unit before the effective date of change. The notice will be by first-class mail or by e-mail at either the postal or e-mail address stated in this RENTAL AGREEMENT. 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. **UNIT.** 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, for storage of property wholly owned by Occupant and not for any unlawful purpose, 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. **OWNER MAY DENY OCCUPANT 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 TEN (10) CONTINUOUS DAYS AFTER NOTICE OF DEFAULT HAS BEEN GIVEN.**

3. **TERM OF OCCUPANCY.** 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. Either party may terminate this agreement, without cause, by written notice given at least fifteen (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 five (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.

4. **DEFAULT.** Time is of the essence in the performance of obligations created by this RENTAL AGREEMENT. Failure of the Occupant to perform in a timely manner any obligation or duty set forth in this RENTAL AGREEMENT shall constitute Default. 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:**

[REDACTED]  
**Initials**

# Royal Mini Storage, LLC RENTAL AGREEMENT

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

5. **DEPOSIT.** 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 ten (10) days of notice. Failure to do so shall constitute default under this Agreement.

6. **USE.** Occupant expressly agrees and covenants with Owner that Occupant 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. Occupant will pay the rent each month as it becomes due. Occupant will keep said premises in good condition (usual wear and tear expected), and that Occupant will not store radioactive, hazardous materials, hazardous waste, noxious substances, explosive, combustible or flammable materials or goods on said premises, that Occupant 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. 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. Therefore, Occupant shall not store any antiques, artworks, heirlooms, collectibles, or any property having special or sentimental value to Occupant. Occupant shall not store any perishable goods, and shall not inhabit the Storage Space for human, animal, or live plant use at any time or for any duration; no electricity or any sort of combustible heating devices are allowed in the Storage Space without approval of the Owner. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000.00 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00.

7. **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, (1) a Landlord renting space, is not a warehouseman, and does not take custody of any property, (2) is not responsible for loss or damage to any property; (3) does not provide insurance on any property for Occupant; and (4) requires that Occupant provide their own insurance coverage for fire, theft, vandalism, burglary, damage or any other claims, or be "self-insured" (personally assume risk of loss or damage). 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.

Initials

# Royal Mini Storage, LLC RENTAL AGREEMENT

8. **INSURANCE.** Landlord encourages Tenant to purchase and maintain a comprehensive insurance policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for 100% of the actual cash value of Occupant's property in the Storage Space. Failure of Occupant to carry insurance will result in Occupant being self-insured for Occupant's property in the Storage Space; Occupant assumes all risk of loss to stored property in the Storage Space that would be covered by any such insurance. Occupant expressly agrees that the insurance company providing any such insurance for Occupant shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property. Occupant further acknowledges and agrees that Owner does not carry insurance on Occupant's property either in the Storage Space or on the Facility, for either for loss or damage. 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 Tenant Protection Program

From my own Insurance Agent

Be "Self-Insured"

9. **NO LIABILITY OF OWNER.** 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 their 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. 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.

10. **LIENS.** 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). Occupant agrees that other than the Owner's Lien afforded by Colorado law, there are no liens on Occupant's property, unless stated herein.

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.

11. **TERMINATION, DEFAULT, OWNER'S LIEN, AND ABANDONMENT.**

- A. **TERMINATION.** Owner may terminate this RENTAL AGREEMENT at the expiration of any term by giving written notice to Occupant not less than seven (7) days' notice will need to be longer if Owner elects to do more than month-to-month tenancy before expiration of the term. Upon termination, Occupant shall remove all property from the Storage Space and the Facility and leave the Storage Space in the same condition as delivered to Occupant. If Owner is required to dispose of any property of Occupant after Occupant has removed the property from the Storage Space, Owner may charge a reasonable fee for disposal of that property. Occupant may terminate this RENTAL AGREEMENT upon providing seven (7) days advanced written notice of Occupant's intent to terminate. There shall be no pro rata deduction of any monthly rent, unless Occupant has paid in advance for monthly rent, and terminates the RENTAL AGREEMENT in a timely fashion such that the RENTAL AGREEMENT terminates prior to the commencement of the month for which Rent was paid in advance.
- B. **DEFAULT.** This RENTAL AGREEMENT may, at the option of Owner, be terminated upon any default by Occupant under the terms set forth herein in this RENTAL AGREEMENT, or the abandonment of the Storage Space by Occupant. If Occupant fails to perform any of the terms and conditions of this RENTAL AGREEMENT, or in the event Occupant files a voluntary petition in bankruptcy or suffers an involuntary petition in bankruptcy, Occupant shall be deemed in default in the performance of this RENTAL AGREEMENT, and, without prejudice to any other remedies available to Owner, Owner may terminate this RENTAL AGREEMENT, cut any lock on the Storage Space, and seize and

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Initials

# Royal Mini Storage, LLC RENTAL AGREEMENT

sell Occupant's property from the Storage Space, which seizure and sale shall be in compliance with C.R.S. Sec.38-21.5-101, et. seq. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies. Occupant agrees that upon any instance of default, Occupant shall not have access to the Storage Space, or the Facility, until such time as the default has been cured and Owner acknowledges in writing that the default has been cured.

- C. **OWNER'S LIEN.** Owner may enforce the Owner's Lien established by Colorado law, which enforcement may include removal of Occupant's lock, inspection, and inventory of the property of Occupant in the Storage Space and by selling Occupant's property stored in the Storage Space. Occupant shall be responsible for all costs associated with Owner's enforcement of Owner's Lien established by Colorado law, including reasonable attorneys' fees, if applicable. Any sale shall be in compliance with C.R.S. Sec. 38-21.5-101, et seq. Net proceeds of the sale shall be paid to Owner in the following order: (1) first, to reimburse Owner for the costs of the sale, which costs shall include fees and costs for accessing the Storage Space, publication, auction, and a lien-sale fee assessed against the Occupant of \$100.00, which fee shall help defray the costs to Owner of completion of the sale; and (2) second, to reimburse Owner for any amounts owed to Owner from Occupant for past due rents, and late fees. The date of any such sale shall terminate this RENTAL AGREEMENT. Such sale shall not release Occupant from amounts owed to Owner but left uncollected after the sale.
- D. **ABANDONMENT.** Occupant agrees that Occupant shall be deemed to have abandoned the Storage Space upon the following: (1) the leaving behind of any property in the Storage Space upon the termination of this RENTAL AGREEMENT; (2) upon default of this RENTAL AGREEMENT after required notice has been provided from Owner to Occupant per Colorado law; and (3) upon Owner observing the Storage Space and finding it unlocked or other evidence which would allow a reasonable person to conclude the Storage Space had been abandoned. In the event of an abandonment, Owner may dispose of Occupant's property as Owner sees fit, and Owner shall not be held responsible for the removal, destruction, or dissemination of any of Occupant's materials or information left abandoned in the Storage Space, including, but not limited to, Occupant's personal information, artifacts, medical information or documents, and financial information left abandoned by Occupant.

12. **OCCUPANT ACCESS.** Occupant shall only have access to the Storage Space and Facility during the hours and days posted at the Facility. In Owners sole discretion, Occupant's access to the Storage Space may be conditioned in any manner deemed necessary by Owner to maintain order and protect security of the Storage Space and Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's photo identity documents, requiring inspection of suspicious containers, and requiring Occupant to sign in and out upon entering and leaving the Storage Space and Facility. Only the named Occupant shall have authority to access the Storage Space and Facility. Any other party wishing access to the Storage Space or Facility will first contact the Owner or its agents for permission for such access; if any person fails to get such permission, that person shall be considered a trespasser at the Storage Space and Facility, and Owner shall have no duty to/for such person. In addition, any Occupant or person in the Storage Space or on the Facility outside of stated hours shall be considered trespassing and the Owner or its agents may have such person removed from the property by the local police enforcement agency. In the event Occupant fails to pay the monthly Rent, Owner shall have the right to restrict Occupant from access to the Facility and Storage Space. Occupant shall ensure there is a suitable lock to safeguard Occupant's property in the Storage Space.

13. **OWNER RIGHT TO ENTER, INSPECT, REPAIR.** Owner shall have access to the Storage Space at any time to ensure compliance with this Agreement without Notice. 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. In the event of any alteration, damage or injury to the Storage Space or the Facility arising from the negligent or deliberate act or omissions of the Occupant, or for which Occupant is otherwise responsible, all expenses reasonably incurred by the Owner to repair or restore the Storage Space or the Facility including any expense incurred in connection with any investigation of site conditions, legal fees, or any cleanup, removal or restoration work required by an applicable local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant as additional rent and shall be due upon demand by the Owner.

14. **INDEMNIFICATION OF OWNER.** Occupant agrees to indemnify and hold harmless and defend Owner from all damage, loss, expense, claims, demands, actions, or causes of action (including attorneys' fee and all costs) as a result of any claims concerning damages or injuries to any person or property that are hereinafter brought arising out of this RENTAL AGREEMENT or in connection with Occupant's use of the Storage Space and the Facility, or arising out of or in connection with any claims for damages to any person or property based upon claims that Owner's alleged negligence or breach of contract, or any other claim or action made under color of law, which claims shall include, but not be limited to, claims involving any access to the Storage Space or the Facility by either the Occupant, or acquaintances of the Occupant, and any injuries related thereto, including injuries as a result of slipping or falling. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency or insurance company in connection with any materials or property stored in Occupant's Storage Space or brought onto the Facility by Occupant or friends, invitees, acquaintances, and/or family of Occupant.

Initials

# Royal Mini Storage, LLC

## RENTAL AGREEMENT

15. **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE.** Owner, and Owner's agents, shall not be liable for any damage to, or loss of any of Occupant's property while Occupant's property is located on the Facility, or in the Storage Space. Occupant releases Owner from any claim or demand, of any kind, whether such claim lies in contract, tort or equity, concerning any loss or damage to Occupant's property, including, but not limited to claims which could be brought per C.R.S. Sec. 13-21-115, et. seq, (the Colorado Premises Liability Statute). Occupant releases Owner for any damage or loss concerning Occupant's property resulting from any cause whatsoever, including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents or insects, or acts of God. Occupant further releases Owner for any damage or loss concerning Occupant's property resulting from any active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees, which acts of Owner, Owner's agents or employees include, but are not limited to, the negligent disposal of Occupant's stored property under a good faith, but mistaken, claim of lien or belief of abandonment by Occupant. Notwithstanding the above, Occupant does not release Owner from any fraudulent acts, or willful and wanton acts.

16. **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY.** Owner, Owner's agents, and employees shall not be liable to Occupant for injury or death to any persons as a result of Occupant's use of the Facility or the Storage Space, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

17. **INFORMATION.** 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.

18. **ALTERATIONS.** 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.

19. **RULES AND REGULATIONS.** 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.

20. **ENTIRE AGREEMENT.** 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).

21. **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 (1) the property or for any damages to the property once the towing carrier takes possession of the property, (2) 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.

22. **RECOVERY OF ATTORNEY'S FEES AND COSTS.** In the event action must be instituted or other proceedings taken to enforce any item, 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 this RENTAL AGREEMENT by Occupant, Occupant agrees to and shall pay Owner reasonable attorney's fees, costs, and expenses in connection therewith.

23. **ASSIGNMENT.** Occupant shall not assign or sublease the Storage Space or any portion thereof without in each instance the prior written consent of Owner. Owner may assign or transfer this RENTAL AGREEMENT without the consent of Occupant and, after such assignment or transfer, Owner shall be released from all obligations occurring after such assignment or transfer.

Initials

# Royal Mini Storage, LLC RENTAL AGREEMENT

24. **DEATH OF OCCUPANT.** Upon the death of Occupant, any person wishing access to the Storage Space shall provide Owner a valid copy of Occupant's death certificate as well as Letters issued by the controlling court providing the party the right to gain access.

25. **NO WARRANTIES.** Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Storage Space and the Facility and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Storage Space and the Facility and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Storage Space or the Facility or of any Occupant's property stored therein, and this RENTAL AGREEMENT does not create any contractual duty for Owner to create or maintain such safety or security. 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 [redacted] day of [redacted], 2023.

OWNER

OCCUPANT

*Cherie Jones*  
Royal Mini Storage, LLC

Signature: [redacted]

Print Name: [redacted]

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 (970)945-1125 DURING REGULAR OFFICE HOURS, MONDAY - FRIDAY 8AM-5PM (EXCLUDING HOLIDAYS)

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