



RENTAL AGREEMENT

The Rental Agreement is entered into by AMERICAN STORAGE hereinafter called Lessor and the undersigned tenant(s) hereinafter called Lessee on _____ covering:

Lease Date

Your Unit Number: Your unit _____ located at 6740 Vincent Drive, Colorado Springs, Colorado 80918

_____ **Term of this Agreement:** The rental unit is rented on a month to month tenancy commencing on

_____.

_____ **The Rent Amount:** Tenant(s) agree to pay rent in the amount of \$ _____ per month for the above referenced unit. Rental rates (including discounts) are subject to change within 2 months of rental start date and with 30 days written notice from the Lessor to tenant. Further, discounts (if any) will be continued for the term of this agreement subject to the account balance being paid in full each month. For accounts that become delinquent, discounts will be removed and the unit price will be set at the current listed unit price.

_____ **When Rent is Due:** Rent is due on the first day of each month for every month, until Lessee notifies Lessor that lessee is vacating the unit (using the Notice To Vacate Form).

_____ **When payment is not on time:** Lessee(s) agree to pay **\$18** late fee in addition to the total monthly rent if not received by close of business on the 5th day of each calendar month, regardless of the day it falls on. A Late fee of \$18.00 is added to Tenant's account balance on the 6th calendar day of the month.

_____ **Longer Term Late Fee:** An additional \$18 will be added to Tenant's balance due on the 30th of the month if the account balance for the referenced unit has not been paid in full.

_____ **Access to the Property:** Lessor grants 24-hour access to the property. That access can be changed at any time. If lessee does not pay the balance due by the 5th of the month, any and all gate access codes are suspended and unit access is denied – until the account balance is paid in full.

_____ **Returned Check Fees:** Lessor accepts most all forms of payment including checks written on a bank account with Tenant's name and address appearing on the check. (We do not accept counter checks for payment). If a check written by the lessee is returned unpaid for any reason, a returned check fee of \$30 will be added to the balance due on the account. The check may only be redeemed through payment in certified funds or cash. Lessor reserve the right to demand that all future payments be in certified funds or cash upon receipt of a returned check.

_____ **Ten (10) Day Written Notice of Termination of Unit is Required:** - To legally terminate this lease and possession of unit, a **written** notice must be given from the Lessee(s) to the management office at least ten (10) days prior to the last day of the calendar month. If notice is not given in writing prior to the last day of the calendar month, the Lessee(s) shall remain responsible for payment of rent on the referenced unit until a Notice To Vacate Form is received by management office.

_____ **No Alterations:** The Lessee(s) accepts premises in its present condition and agrees to surrender the premises at the termination of the agreement in the condition the same as the present state. The Lessee(s) shall not make any alterations to the premises. Lessee shall be liable for any damage done to the premises whether by Lessee or any agent, guest, or authorized invitee of Lessee.

_____ **Lessee Responsibilities:** For the term of the agreement, lessee(s) agree to:

- (a) Properly dispose of all garbage and any other waste;
- (b) Not destroy, deface, or damage the premises;
- (c) Not permit a nuisance or common waste;
- (d) Not violate any city or county ordinance of State and Federal Law;
- (e) Not house an animal, person, or hazardous or flammable material in the referenced unit.
- (f) Not breach any of the Rules and Regulations of this agreement

_____ **Warehouse Storage:** Lessee understands and agrees that American Storage is providing storage space as a warehouse and has no insurable interest in anything stored at American Storage. Lessee further understands that any/all personal property shall be stored at the risk of the Lessee(s). Lessee further agrees to hold the Lessor harmless and not liable in any matter for/or on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any articles from any cause, from said premises or any other part of said buildings. Neither shall the lessor be liable any injury to the Lessee(s), guests, employees or any person entering the unit, building or property of which the unit is a part. This clause is not meant as an exculpation or limitation of any liability of the Lessor arising under law, but is written in to explain the tenant's responsibilities and liabilities. The landlord strongly recommends that lessee(s) obtain insurance to cover personal belongings, to protect the resident against personal injury liability and to cover any other liabilities or losses the lessee may incur.

_____ **Removal of Property:** Lessee(s) agree that in the event of abandonment and accompanying default in rent, the Lessor may immediately enter the unit and take possession of any property of the Lessee(s) found therein; and notify Lessee(s) of sale and disposal of personal goods as set forth under the Colorado Lien Law.

_____ **Costs and Attorney Fees:** In the event, Lessee(s) fail to pay any installment of rent when due, or shall violate or fail to perform any other covenants or agreements herein contained, the Lessor may terminate the agreement forthwith, and in the event Lessor finds it necessary to obtain the services of an attorney to enforce any covenants contained, therein the resident agrees to pay reasonable fees whether or not any suit is commenced. In the event a suit is commenced, Lessee shall pay the cost of any such suit, attorney and/or lien fees. All monies obtained from the sale of the unit contents will be applied to the outstanding balance and any remaining balance is forwarded to collections.

_____ **Prohibited Items:** Lessee Understands and agrees that Lessee will not store any hazardous materials, including, but not limited to combustible, flammable, toxic material, fireworks, candle, explosives, weapons or ammunition, corrosives, narcotics, asbestos or asbestos products or any other products or materials in violation of city or county or state law.

INSURANCE ADDENDUM

Lessee understands and agrees:

- A. American Storage is a lessor renting space, not a warehouseman and does not take custody of my property;
- B. American Storage is not responsible for loss of my property;
- C. Storage does not provide insurance on my property for me;
- D. American Storage requires that I provide my own Insurance coverage or be "self-insured" (i.e. personally responsible for my own loss)
- E. Insurance is Tenant's responsibility.

I acknowledge that I have read and understand the foregoing and I elect to:

(Initial one only)

_____ Purchase insurance from my own insurance agent

_____ Be "Self-Insured"

Lessee Signature

Date

Owner Representative Signature

Date