

Tenant Initials _____

Manager Initials _____

STORAGE UNIT LEASE AGREEMENT

This Storage Unit Lease Agreement (hereinafter the "Agreement") is made by and between Midlands Village Properties 1, LLC, P.O. Box 239, Montrose, CO 81402 (hereinafter the "Landlord"), and

(hereinafter jointly and severally the "Tenant"), whose mailing address is _____

1. **TERM:** This Agreement shall commence / occupancy begin on _____ and expire / occupancy end on _____ unless sooner terminated pursuant to any provision hereof (hereinafter the "Term").
2. **HOLDING OVER:** If Tenant remains in possession of the Premises, or any part thereof, after the expiration of the Term hereof, such occupancy shall be a tenancy from Month-to-Month until terminated by either party giving thirty (30) days' written notice to the other party before the commencement of any subsequent, Month-to-Month tenancy. Any Month-to-Month tenancy shall be subject to all the provisions of this Agreement.
3. **LEASED PREMISES:** Landlord agrees to lease Tenant storage unit(s) # _____ comprising approximately _____ sq. ft. of floor space per unit and located at 449 32 Road, Clifton, CO 81520 (hereinafter the "Premises") during the Term.
4. **RENT:** Tenant agrees to pay Landlord \$ _____ per month throughout the Term for the use of the Premises (hereinafter the "Rent"). The first month Rent shall be payable in advance. Thereafter, Rent shall be due and payable in advance on or before the first (1st) day of each and every succeeding calendar month (hereinafter the "Due Date"). Rent for any period during the Term hereof which is for less than one month shall be a pro-rata portion of the monthly installment. Rent shall be payable to Landlord at the address listed above or at such other place as Landlord may designate in writing from time to time. In the event Landlord does not receive the Rent within ten (10) days of the Due Date, Tenant agrees to pay Landlord a \$50.00 late charge. In the event of N.S.F., dishonored or returned check, Tenant agrees to pay Landlord a \$35.00 service charge. Returned checks could also trigger late fee penalties. All funds received shall be applied to dishonored check charges, late charges, damage charges, delinquent rent and current rent, in that order.
5. **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay Landlord a deposit of \$ _____ as security for Tenant's fulfillment of the terms of this Agreement. The deposit will be held by Landlord in trust for the Tenant and shall be refunded to Tenant without interest, within 60 days after Tenant vacates the Premises, if:
 - a) Tenant vacated the Premises on or after the expiration of the Term, or properly following any subsequent Month-to-Month term; and
 - b) All Rent and other monies due Landlord by Tenant have been paid; and
 - c) Premises is clean, not damaged and is left in its original condition, normal wear and tear excepted; and
 - d) Tenant removed all his personal property and trash from the Premises; and
 - e) No Landlord-owned equipment, appliances or furnishings have been removed from the Premises; and
 - f) Landlord is in receipt of a copy of paid final bills on all utilities.

Otherwise, deductions will be made for cleaning, repair of damages, replacement of any missing items, unpaid utilities, unpaid Rent and other amounts due under this Agreement. Should the total

Tenant Initials _____

Manager Initials _____

deductions herein authorized exceed the amount of the security deposit, Tenant agrees to pay Landlord the amount of such deficiency within 15 days of receipt of an itemized invoice.

6. **USE OF PREMISES:** Tenant shall have access to the Premises for the purpose of storing and removing personal property twenty-four (24) hours a day, seven (7) days a week, subject to the following conditions:
 - a) Tenant shall use the Premises solely for storage related purposes.
 - b) All personal property must be stored within the Premises (no outside storage is permitted). Items left outside of the Premises for more than 48 hours may be towed or hauled away at Tenant's expense.
 - c) Animals or pets may not be left unattended in the Premises, nor shall the Premises be used for sleeping or as living quarters.
 - d) Heavy maintenance or heavy repairs may not be performed in or around the Premises.
 - e) Spray painting or welding is not permitted within or around the Premises.
 - f) No business (i.e. manufacturing, construction or sales) may be conducted in or around the Premises.
 - g) Tenant shall use the Premises in a careful, safe, proper and lawful manner.
 - h) No explosive, hazardous or flammable materials may be stored in the Premises. No gasoline may be stored in the Premises unless it is contained in a vehicle's fuel tank. If gasoline or diesel powered equipment or motor vehicles are stored in the Premises, Tenant specifically agrees that said vehicles or equipment shall be fueled or de-fueled outside of the Premises.
 - i) No noxious or offensive activity shall be carried on in or around the Premises, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants.
 - j) No signs, banners, lettering, painting, awning, canopy, shutter, screen, radio or television antenna, or anything else, may be placed on or applied to the Premises' exterior.
 - k) Premises may not be used to store trash or rubbish, items omitting odors, plants or any other things which harbor insects, rodents or other pests.
7. **CONDITION OF PREMISES:** Except as otherwise provided in this Agreement, Tenant has inspected and hereby accepts the Premises in its "as is" condition existing as of the commencement date of this Agreement or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record hereto. Landlord has made no representations or warranties expressed or implied of any nature whatsoever in connection with the condition of the Premises, and Landlord shall not be liable for any latent or patent defects therein.
8. **REPAIR AND MAINTENANCE:** Tenant agrees to maintain the Premises throughout the Term of this Agreement in as good condition and repair as the time of commencement of this Agreement, normal wear and tear excepted. Tenant shall promptly pay Landlord for any repairs of damage caused by Tenant's negligence or misuse, or the negligence or misuse of Tenant's invitees or guests. Tenant shall be responsible for replacing light bulbs, spraying for insect/pest infestations, and repairs to Tenant supplied appliances. Landlord shall be responsible for normal wear and tear repairs to Landlord supplied appliances, electrical, furnace, structural components and doors.
9. **LANDLORD ACCESS TO PREMISES:** Landlord and its agents shall have the right to enter the Premises for the purpose of inspecting same, showing the same to prospective purchasers, lenders or lessees, or if it reasonably appears that the Premises are being used for any unlawful purpose or for purposes other than as outlined in Paragraph 7, or if any emergency arises which necessitates access to the Premises, or if Landlord or its agents must make alterations, repairs, improvements or additions to the Premises as Landlord or its agents may deem necessary or desirable. In all non-emergency cases, Landlord agrees to give Tenant 24-hours' notice of Landlord's intent to enter the Premises.

Tenant Initials _____

Manager Initials _____

10. **LOCKS:** Tenant is required to provide locks to the storage unit. Landlord shall not be responsible for securing the units or Tenant's personal property contained therein.
11. **NON-LIABILITY:** Landlord shall not be liable to Tenant, its guests or occupants for personal injury or damages to or loss of personal property due to fire, flood, water leaks, rain, mildew, mold, hail, ice, snow, smoke, lightning, wind, storms, tornados, explosions, acts of God, insects, rodents and interruptions of utilities, unless caused by Landlord's gross negligence. Storage of any and all property within the Premises shall be at Tenant's sole risk and no bailment is created hereunder. Landlord does not warrant heat or humidity control. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the building in which the Premises is located.
12. **SECURITY MEASURES:** Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Any security measures provided by Landlord shall not be treated as a guarantee against crime or a reduction in the risk of crime. Tenant assumes all responsibility for the protection of Tenant, its guests and its property from acts of third parties. Landlord shall not be liable to Tenant, Tenant's guests, or other occupants for injury, damage, or loss to person or property caused by criminal conduct to their persons or property, including theft, burglary, assault, vandalism, or other crimes.
13. **INDEMNITY:** Tenant shall indemnify and hold Landlord harmless from and against all claims, damages and causes of action (a) due to Tenant's failure to fulfill any condition of this Agreement; (b) for injury to person or damage to property caused by, resulting from or arising out of Tenant's (or its guests) use and occupancy of the Premises; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against the Premises as a result of Tenant's action. Such indemnification shall include all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding.
14. **INSURANCE:** Tenant is encouraged to obtain a renters insurance policy to cover Tenant while occupying the Premises, but in the event Tenant neglects to secure said insurance policy, such failure shall not transfer liability onto Landlord. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.
15. **IMPROVEMENTS / ALTERATIONS:** Tenant agrees not to suspend or hang any items bearing weight from the roof, ceiling or walls of the Premises. Drilling or driving fasteners into the floor is prohibited. Tenant shall not make any improvements to the Premises (i.e. paint or structural change) nor install or attach any fixtures without the prior written consent of Landlord. If Tenant shall install any improvements or fixtures, such improvements shall be performed by a licensed contractor who has obtained a building permit from the relevant authorities. Tenant shall remove all improvements at the expiration or termination of this Agreement, at Tenant's own cost, and Tenant shall repair any damage to the Premises resulting from said removal. At Landlord's option, the interest of Tenant in any property or in any improvements or fixtures not removed shall become the property of Landlord.
16. **ELECTRICAL INSTALLATIONS:** No electrical wiring or other electrical apparatus shall be installed, maintained or operated on the Premises except with the prior approval of, and in a manner satisfactory to, Landlord. In no event shall Tenant overload any electrical circuit from which Tenant obtains current.
17. **SIGNAGE:** No signs, banners, lettering, painting, awning, canopy, shutter, screen, radio or television antenna, or anything else, may be placed on or applied to the Premises' exterior, including the doors, without the prior written approval of Landlord.

Tenant Initials _____

Manager Initials _____

18. LIENS: Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered additional Rent and shall be payable to Landlord on demand and with interest at the rate of eighteen percent (18%) per annum.
19. TAXES: Tenant shall pay all license, privilege, business income or other taxes levied, assessed or charged against it or the Premises on account of the operation of a business and on account of the personal property used or stored by Tenant. Landlord shall pay all real property taxes which may be levied, assessed or charged against the Premises.
20. DISPOSAL OF TRASH / REFUSE: Tenant shall not dispose of any trash or refuse (including toxic substances such as oil and antifreeze) on the grounds surrounding the Premises. Tenant shall report any toxic spills to Landlord and the appropriate authorities immediately. Tenant agrees to indemnify Landlord for any clean-up costs and fines associated with a refuse disposal / toxic spill caused by Tenant.
21. NOTICE PRIOR TO VACATING: Tenant shall send to Landlord's address via Certified Mail, written notice of Tenant's intent to vacate, at least thirty (30) days prior to Tenant vacating the Premises. If Tenant fails to give Landlord thirty (30) days advance written notice of his intent to vacate, Tenant's security deposit shall be forfeited to Landlord as liquidated damages. Upon receipt of Tenant's intent to vacate the Premises, Landlord may enter the Premises upon giving 24-hours' notice, for the purpose of showing it to prospective buyers or renters.
22. ABANDONMENT: Tenant shall not abandon the Premises at any time during the Term of this Agreement. If Tenant shall abandon the Premises or be dispossessed by process of law or otherwise, then Landlord or its agent shall have the right to take immediate possession of and reenter said Premises, even if Tenant's Rent is paid. Tenant shall be and remain liable for any deficiency in Rent until the Agreement expires or until such time as in the interim, the Premises are leased by another acceptable tenant. Tenant shall also be and remain liable for any expense incidental to re-leasing, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Premises or default under this Agreement.
23. DEFAULT: If Tenant fails to pay the Rent when due, or any part thereof, or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Landlord may:
 - (a) Bring an action in Forcible Entry and Detainer for restitution of the Premises and may sue for and recover all Rents and damages plus costs and reasonable attorney fees as set forth in C.R.S. 13-40-101, et seq.; or
 - (b) Enforce its lien on the personal property stored in the Premises or on the proceeds of said personal property in Landlord's possession pursuant to C.R.S. 38-21.5-101, et seq.
 - (i) In the event of failure by Tenant to pay Rent within thirty (30) days after due date, Landlord may remove any and all personal property located in the Premises for the purpose of selling same.
 - (ii) On or after the thirtieth (30th) day following the Rent Due Date, Landlord will first attempt to sell any and all of said personal property at public sale. If not sold at public sale, any and all items of said personal property will then be sold at private sale, or will be disposed of and / or destroyed by Landlord.
24. ASSIGNMENTS: The interest of Tenant in this Agreement and the Premises may not be sublet, assigned or otherwise transferred in whole or in part by Tenant without the prior written approval of

Tenant Initials _____

Manager Initials _____

Landlord. The approval by Landlord to an assignment, subletting or other transfer shall not be deemed to be an approval of any other assignment, subletting or other transfer. Any assignments, subletting or other transfer without such approval shall be void and shall, at the option of Landlord, constitute a default under this Agreement. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder.

25. **SUBORDINATION:** This Agreement shall be subordinate to the lien of any mortgages, deeds of trust or any other hypothecation or security now or hereafter existing against the Premises or any part or parts thereof and to all renewals, modifications, consolidations, replacements or extensions thereof, and to all advances made or thereafter to be made upon the security thereof. Landlord is irrevocably appointed and authorized as agent and attorney-in-fact of Tenant to execute any requisite subordination instruments after ten (10) days' notice from Landlord requesting the execution thereof.
26. **ESTOPPEL CERTIFICATE:** Tenant shall, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.
27. **ATTORNMEN:** If Landlord sells the Premises, Tenant agrees to accept the new owner as Landlord.
28. **DAMAGE TO / DESTRUCTION OF THE PREMISES:** In the event of partial damage to the Premises, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree in which Tenant's use of the Premises is impaired, except if such partial damage was due to Tenant's willful or negligent act or omission, in such case Tenant's obligation to pay Rent shall not be abated.

If at any time during the Term of this Agreement the Premises is totally destroyed (more than 50% destroyed), then either party may, within fifteen days after the happening of such casualty, elect to terminate this Agreement and the Term hereby granted, by giving the other party written notice thereof. Upon the giving of such notice this Agreement shall be terminated.

Except for abatement of Rent, if applicable, Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any such damage, destruction, repair or restoration of the Premises.

29. **THIRD PARTY'S INTEREST IN TENANT'S PERSONAL PROPERTY:** Tenant shall provide Landlord, within five (5) days of execution of this Agreement, a written list of the names and addresses of all third parties who hold a lien and / or have any interest in any of the items of personal property stored in the Premises leased by Tenant, whether or not such personal property belongs to Tenant or third parties, and the specific items in which said lien is held and / or interest is had. If, after commencement of this Agreement, Tenant shall further store any items of personal property upon which a lien or liens are held or in which such legal interest is had, Tenant shall promptly furnish Landlord with an updated list providing the aforementioned information. Tenant shall indemnify and hold harmless Landlord and his agents from and against any and all cause of actions due to the sale and / or disposition by Landlord of items of personal property stored in the unit(s) leased by Tenant in which third parties hold a lien or have any legal interest whatsoever.

Tenant Initials _____

Manager Initials _____

30. GRANT OF LIEN; ENFORCEMENT: Tenant hereby grants to Landlord a lien on the personal property stored in the Premises pursuant to this Agreement, and on the proceeds of the personal property in Landlord's possession, for Rent, labor, or other charges specified in this Agreement that have become due, for expenses necessary for the preservation of the personal property, and for expenses reasonably incurred in the sale or other disposition of the personal property pursuant to law. Tenant agrees and authorizes Landlord to enforce the lien in the manner set forth in C.R.S. 38-21.5-101, et seq.
31. COMPLIANCE WITH ORDERS, ORDINANCES, BYLAWS, RULES, ETC.: Tenant shall abide by any other rules which may be posted by Landlord from time to time. Tenant further agrees to comply with the requirements of any policy of insurance held by Landlord at any time in force with respect to the Premises. Tenant shall be held liable for any fines or charges levied due to a violation(s) of this Paragraph.
32. MISCELLANEOUS: From time to time each party will execute and deliver such further instruments and will take such further action as the other party reasonably requests in order to perform the obligations and agreements hereunder.
- a. The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, receivers and trustees of the parties hereto, to the extent this Agreement is assignable.
 - b. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement shall be valid or binding. This Agreement may not be altered, amended or modified except by written instruments signed by the parties hereto.
 - c. All notices, demands, requests by either party shall be in writing and shall be sent to Landlord at the address noted above, or at such other place as Landlord may designate in writing from time to time, and to Tenant at Tenant's last known address. Tenant's last known address for the purpose of this Agreement shall be the address listed on Page 1 hereof unless Tenant notified Landlord in writing, by Certified Mail, of Tenant's new address in which case the last such notification of new address received by Landlord shall be considered as Tenant's last known address.
 - d. No term hereof may be waived or modified except in writing and signed by both parties. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all such rights.
 - e. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that Mesa County, State of Colorado, shall be the sole venue and jurisdiction for the bringing of such action.
 - f. The various section headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any part thereof.
 - g. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
 - h. The consent or approval of either party to or of any act of or request by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent, similar act or request.

Tenant Initials _____

Manager Initials _____

- i. The individuals executing this Agreement represent and warrant that they are fully authorized and legally capable of executing this Agreement and that such execution is binding upon each party.

This Agreement was executed this _____ day of _____, 20_____ in one or more counterparts which, taken together, shall constitute one agreement.

LANDLORD:

TENANT:

MOVE-IN PAYMENT SUMMARY:

First month rent \$ _____ (prorated/non-prorated)

Security deposit \$ _____

Total \$ _____

Persons other than Tenant authorized to enter premises:

DRAFT