

## MONTHLY RENTAL AGREEMENT

THIS RENTAL AGREEMENT is executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between, Bobcat Storage LLC, 960 Elgin Dr, Longmont CO 80501("Owner") and \_\_\_\_\_ ("Occupant"). Occupant's residence and any alternate addresses, including Occupant's email address are set forth below. The Owner and Occupant have entered into this RENTAL AGREEMENT, for the purpose of Occupant renting Storage Space (as further defined herein), which Owner agrees to make available per the terms of this RENTAL AGREEMENT. As specific consideration for this RENTAL AGREEMENT, Occupant acknowledges and agrees that no bailment or deposit of goods for safekeeping is intended or created by this RENTAL AGREEMENT.

**NOTICE OF LIEN. BY ENTERING INTO THIS RENTAL AGREEMENT, OCCUPANT ACKNOWLEDGES AND AGREES THAT PURSUANT TO COLORADO LAW, ALL OF OCCUPANT'S STORED PROPERTY IS SUBJECT TO LIEN IN FAVOR OF THE OWNER. PURSUANT TO COLORADO LAW, SUCH PROPERTY MAY THEREFORE BE SOLD OR OTHERWISE DISPOSED OF IF PAYMENT HAS NOT BEEN RECEIVED BY OWNER IN A TIMELY MANNER, PER THE TERMS OF THIS RENTAL AGREEMENT.**

**1. DESCRIPTION OF STORAGE SPACE.** Owner leases to Occupant and Occupant leases from Owner Enclosed Space No. \_\_\_\_\_ with an approximate size of \_\_\_\_\_, located at the above referenced address of Owner (hereinafter referred to as the "Storage Space"); the Storage Space is included in a larger facility at Owner's address, and the facility owned by Owner contains other, similarly rented real property as well as common areas for the use of Occupant and other occupants (the entire storage facility is hereinafter referred to as the "Facility"). Occupant has examined the Storage Space and the Facility and agrees that the Storage Space and the common areas of the Facility are satisfactory for all purposes for which Occupant shall use the Storage Space or the common areas of the Facility. Occupant understands and agrees that the measurements of the Storage Space is an approximation only, and may vary significantly. Occupant shall have access to the Storage Space and the common areas of the Facility only during the hours of 6:00a.m. to 10:00p.m. daily, or on the days allowed on the Rules and Regulations posted at the Facility. The Rules and Regulations posted on the Property are hereby made a part of this RENTAL AGREEMENT; the Rules and Regulations posted are subject to change at any time by the Owner. Occupant's Initials \_\_\_\_\_.

**2. TERM.** The term of this RENTAL AGREEMENT shall commence as of the date first above written and shall continue on a month-to-month basis from the first day of the month immediately following execution(unless noted otherwise) of this RENTAL AGREEMENT, until terminated. In no event shall the term of this RENTAL AGREEMENT be construed as anything more than a month-to month tenancy, unless specifically indicated herein by Owner.

**3. RENT.** The monthly rent shall be \$ \_\_\_\_\_ (hereinafter referred to as the "Rent") and paid to Owner at the address stated above. Rent is due on the first (1<sup>st</sup>) day of each month in advance and without prior notice, written demand or billing statement. Occupant may save \$10 on monthly rent if he/she chooses the EFT option. Must complete EFT form and provide to Owner when taking occupancy. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. 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 and the subsequent month's rent adjusted as agreed. 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. 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. The new rent

shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Any such adjustment in the monthly rent shall not otherwise affect the terms of this RENTAL AGREEMENT and all other terms of this RENTAL AGREEMENT shall remain in full force and effect.

**ADDENDUMS**

**Is there a lien on any items stored? (If yes, Lien Addendum is required)**

Yes       No \_\_\_\_\_

**Is a vehicle or craft (ie: automobile, motorcycle, snow mobile, trailer, boat, etc. )that requires state registration or licensing being stored? (If yes, Vehicle Addendum is required)**

Yes       No \_\_\_\_\_

**Is Occupant a service member in the military?  
(If yes, Military I.D. is required, and Military Addendum is required)**

Yes       No \_\_\_\_\_

**Is Occupant a business? (If yes, a Business Addendum is required)**

Yes       No \_\_\_\_\_

**A. DESCRIPTION AND DECLARED VALUE OF PROPERTY STORED**

**General**

**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Declared Value:** \$ \_\_\_\_\_

**By his/her/its or agent's signature, Occupant acknowledges the information provided above by Occupant is correct, accurate, and current:**

**By:** \_\_\_\_\_ **Its:** \_\_\_\_\_

**4. FEES AND DEPOSITS.**

(a) Concurrently with the execution of this RENTAL AGREEMENT, Occupant shall pay Owner \$\_\_\_\_\_.00 as a non refundable new account administration fee. As stated above, Owner reserves the right to at any time require all payments, including Rent and other charges, to be made in cash, certified check, or money order.

(b) All Rent shall be paid in advance on the monthly on the first day of each month and in the event Occupant shall fail to pay the Rent by the 5th day of the month, Occupant shall pay, in addition to any other amounts due, a **late charge of \$ 25 .00**

(c) Concurrently with the execution hereof, Occupant shall **deposit with Owner \$\_\_\_\_\_.00** to secure Occupants performance pursuant to the provisions of this RENTAL AGREEMENT. Owner may comingle the deposit with funds in its general accounts, and may, at Owner's election, apply the deposit to any amounts due and unpaid by Occupant hereunder. The balance of the deposit shall be returned to Occupant, without interest, within four (4) weeks after the termination of this RENTAL AGREEMENT provided that Occupant is not in default hereunder.

(d) If Occupant is delinquent in the payment of Rent or other charges due under this RENTAL AGREEMENT for more than thirty days, Occupant shall pay a lien handling charge, the cost for the lien will be \$ 50 .00, whether or not a lien sale occurs.

**PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial Rent payments. Acceptance of partial payments of Rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial Rent payment by Owner shall not delay or stop foreclosure on Occupant's stored property as provided herein.

**5. USE OF STORAGE SPACE\NO BAILMENT.** Occupant agrees that the Storage Space and Facility shall be used solely for the storage of personal property and Occupant agrees that the Occupant will not use the Storage Space for any unlawful purpose. Occupant agrees to adhere to all restrictions concerning use of the Storage Space set forth herein in this Agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant agrees to use the Storage Space only for the storage of property wholly owned by Occupant. **Occupant shall not store live or dead animals, perishable food, any item that creates a noxious odor, plants of any type or size, 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; 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 \$ 10,000.00 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 \$, 50,000.00.** Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything herein alter the release by Occupant of any liability on the part of the Owner as set forth below in this Rental Agreement. Occupant agrees that the storage space shall be used for passive storage only, which means that Occupant shall not run any type of business from the Storage Space, nor shall Occupant use the Storage Space to perform maintenance or repairs on vehicles, or use the Storage Space to create or repair or perform any type of artistic work. Owner is not engaged in the business of storing goods for hire and no bailment is created under this Rental Agreement.

**6. HAZARDOUS AND TOXIC MATERIALS OR PROPANE TANKS PROHIBITED.** Occupant is strictly prohibited from storing or using materials in the Storage Space or at the Facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials or is unlawful. Occupant is strictly prohibited from storing any ammunition, gasoline, explosives, chemical agents and any items that may attract rodents or other animals or insects, and Occupant shall not store any items which may create a noxious or strong odor. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant agrees that Owner may enter the Storage Space at any time to remove and dispose of prohibited items.

Occupant agrees to not store any item that may have an odor that may be detected by any manager or other employee of Owner, outside of the Occupant's unit. Occupant shall not use any combustible materials or tools, for example, but not limited to, soldering equipment, nor shall Occupant store any chemicals of any type, whatsoever.

**7. VALUE OF OCCUPANT'S PROPERTY AND INSURANCE ON OCCUPANT'S PROPERTY.**

a. **Value of Occupant's Property.** Occupant hereby declares and agrees that the total value of the property stored in the Storage Space does not exceed \$\_\_\_\_\_. Notwithstanding the fact that Occupant has waived any and all claims against Owner as provided further herein in paragraph 8 of this Rental Agreement, in the event Occupant files any claim, Owner's maximum exposure for any claim whatsoever shall

not exceed \$ 1000.00 regardless as to the property stored by Occupant in the Storage Space, and regardless as to the acts or conduct of the Owner.

b. **Insurance.** Occupant shall purchase and maintain a comprehensive insurance policy of fire, extended coverage endorsement burglary, vandalism and malicious mischief insurance for 100% of the the actual cash value of Occupant's property in the Storage Space. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure of Occupant to carry the required insurance is a breach of this RENTAL AGREEMENT and 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, Owners 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.

**8. 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 wilful and wanton acts.

a. **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.

b. **INDEMNITY.** 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 upon Owner's alleged negligence, 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 Occupants Storage Space or brought onto the Facility by Occupant or friends, acquaintances, and/or family of Occupant.

**9. 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. Any Occupant or person in the Storage Space or on the Facility outside of stated hours may 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, and Owner shall not have a key, or combination, to the Storage Space. Owner shall have access to the Storage Space at any time to ensure compliance with this Agreement.

**10. ALTERATIONS.** Occupant shall not make or allow any alterations of any kind or description whatsoever to the Storage Space without, in each instance, the prior written consent of the Owner.

**11. LIENS ON OCCUPANT'S PROPERTY\SECURITY OF STORAGE SPACE.** Occupant agrees that other than the Owner's Lien afforded by Colorado law, there are no liens on Occupant's property. An Addendum to this RENTAL AGREEMENT must be completed if there are any lienholders on Occupant's property (other than Owner's lien), and for each stored vehicle. In the absence of such Addendum being completed, the storage of any property subject to liens (other than Owner's lien) and any vehicle will be deemed in violation of this RENTAL AGREEMENT and an incident of default and such property shall be subject to removal from the Storage Space and the Facility. Occupant agrees to be solely responsible for providing a lock to secure access to the Storage Space, which Occupant, in Occupant's sole discretion, deems adequate to secure access to the space. In the event such locks are rendered ineffectual for their intended purpose from any cause, or the Storage Space becomes insecure for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Storage Space, with or without notice to Occupant, in Owner's sole discretion. The fact the Owner has taken measures to re-secure access to Occupant's Storage Space shall not serve to alter the limitations on Owner's Liability set forth elsewhere in this Rental Agreement, nor shall such measures be deemed a conversion of Occupant's stored property. Occupant shall also be solely responsible for any access to the space achieved by others, by use of any of Occupant's keys, combinations, or other ordinary means of access, subject to all of the terms and limitations of this agreement whether or not such access be achieved as a result of Occupant's intent or authorization.

**12. RIGHT TO ENTER, INSPECT AND REPAIR STORAGE SPACE.** Occupant shall grant Owner, Owner's Agents or the representatives of any governmental authority, including police and fire officials, access to the storage space upon 48 hour notice to Occupant. In the event Occupant shall not grant access to the Storage Space as required, or in the event of an emergency or upon default of any of Occupant's obligations under this RENTAL AGREEMENT, Owner, Owner's Agents or the representative of any governmental authority shall have the right, but not the obligation, to remove Occupant's lock and enter the Storage Space for the purpose of examining the Storage Space or for the purpose of making repairs or alterations to the Storage Space and taking such other action as may be necessary or appropriate to preserve the Storage Space, and the Facility as a whole, or to comply with any applicable local, state or federal law, or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Owner's rights. In the event of any 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.

**13. 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.

#### **14. 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** 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 **fourteen (14) 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, and seize and 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 \$ 250.00, 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 dissimulation 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.

**15. DENIAL OF ACCESS.** Upon the occurrence and during the continuation of any default under this RENTAL AGREEMENT, Owner may, in addition to any liens or remedies provided by law or this RENTAL AGREEMENT, deny Occupant access to the Storage Space and the Facility as well as to any property stored by Occupant in the Storage Space without liability for trespass or conversion.

**16. CONDITION OF STORAGE SPACE UPON TERMINATION.** Upon termination of this RENTAL AGREEMENT, Occupant shall remove all Occupants personal property from the Storage Space, including removal of any lock on the entrance to the Storage Space, unless such property is subject to Owner's rights as referenced herein in this RENTAL AGREEMENT; in addition, Occupant shall immediately deliver possession of the Storage Space to Owner in the same condition as delivered to Occupant on the commencement date of this RENTAL AGREEMENT.

**17. RELEASE OF OCCUPANT INFORMATION.** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupants tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**18. NOTICES.** All notices required by this RENTAL AGREEMENT shall be sent by first-class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this RENTAL AGREEMENT. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail as provided by Colorado law. All statutory notices shall be sent as required by law.

**19. CHANGE OF ADDRESS.** Occupant must provide address and contact information changes (including telephone numbers, email addresses, and any other contact information changes) to Owner in writing within ten days of the change of address. Such changes will become effective when received and recorded by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address. Such address shall be used for all notices under this Agreement or required by law. Failure to comply with this provision shall constitute a waiver by Occupant of any defense or claim based on a failure of Owner to give notice.

**20. SUCCESSION.** All of the provisions of this RENTAL AGREEMENT shall apply to, bind and be obligatory upon the heirs, executors, administrators, representative, successors and assigns of the parties hereto.

**21. 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.

**22. CONSTRUCTION.** This RENTAL AGREEMENT shall be governed and construed in accordance with the laws of the State of Colorado. Whenever possible, each provision of this RENTAL AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this RENTAL AGREEMENT shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this RENTAL AGREEMENT.

**23. RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Facility are made a part of this RENTAL AGREEMENT and Occupant shall comply at all times with such rules and regulations. Owner shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Storage Space, Facility and all common areas, or for

the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this RENTAL AGREEMENT.

**24. WAIVER OF JURY TRIAL.** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by Owner against Occupant, or Occupant against Owner, or Owner's agents, or employees, on any matter arising out of or in any way connected with, this RENTAL AGREEMENT, Occupant's use of the storage space or Storage Space, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

**25. 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.

**26. ADDENDUMS.** Any Addendums executed pursuant to this Agreement shall be deemed incorporated herein; in the event of any conflict between the terms and conditions of this Agreement and any such Addendum, the terms and conditions of this Agreement shall control.

**27. ENTIRE AGREEMENT.** This RENTAL AGREEMENT sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner or Owner's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This RENTAL AGREEMENT may only be amended by a writing signed by the parties.

**28. LIEN HOLDER INFORMATION.** Please provide below the name and address of any lienholder with an interest in the property that you will be storing in the rented storage space. Occupant hereby agrees to immediately update this Lien Holder information at any time should a lien be placed on any of Occupant's stored property. (If none, write "none"): \_\_\_\_\_



**OCCUPANT HAS READ THIS ENTIRE RENTAL AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS. OCCUPANT HAS RECEIVED A COMPLETE SIGNED COPY OF THIS RENTAL AGREEMENT.**

**IN WITNESS WHEREOF, The parties hereto have executed this RENTAL AGREEMENT the day and year first above written.**

\_\_\_\_\_  
Occupant Signature

\_\_\_\_\_  
Occupant Name (Please Print)

\_\_\_\_\_  
Occupant's Residence – Street Address, City, State and Zip Code      Apt#

**OWNER**

By: Melanie Mann, 720-849-1848      Signature: \_\_\_\_\_

Its: Managing Member \_\_\_\_\_;

Email address of Owner or Owner's Manager: [melanie@bobcatmanagement.com](mailto:melanie@bobcatmanagement.com)

**Occupant's Contact Information**

\_\_\_\_\_  
Home Phone #      /      Cell Phone #

\_\_\_\_\_  
Business Phone #      Email Address

\_\_\_\_\_  
Pass Card #

**EMERGENCY CONTACT INFORMATION (Optional)**

In the event of an emergency (such as flooding or theft) you may provide, if any, alternate emergency contacts should we be unable to get in contact with you. By providing this information, Occupant acknowledges and agrees Owner has no obligation to contact or attempt to contact this emergency contact person in the event of a default or for any other reason concerning this Rental Agreement.

Emergency contact name \_\_\_\_\_ telephone numbers: \_\_\_\_\_