

M & J STORAGE
100 W. Iron Horse Road
Hayden, CO 81639

The Rick's
P.O. Box 1696
295 W. Washington Avenue
Hayden, CO 81639
(970) 276-3573

RENTAL AGREEMENT

This Storage Agreement is made and entered into by and between _____ hereinafter referred to as "Tenant" and M & J Storage, hereinafter referred to as "Landlord."

Tenant hereby rents from landlord a Self Storage Unit ("Unit") described as Unit # _____ lying and being situated in Routt County, State of Colorado, month to month, beginning on the _____ day of _____, 20____ paying therefore to Landlord at the address heretofore stated, the sum of \$ _____ monthly in advance, on the 1st of each month hereafter.

THIS STORAGE AGREEMENT SHALL BE AUTOMATICALLY EXTENDED EACH MONTH UNLESS THE TENANT, IN WRITING, DELIVERS TO LANDLORD A WRITTEN NOTICE OF ITS INTENTION TO TERMINATE THIS AGREEMENT WITHIN TEN (10) DAYS PRIOR TO THE END OF THE THEN CURRENT RENTAL MONTH. LANDLORD HAS THE SOLE AND EXCLUSIVE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY REASON BY GIVING TENANT TEN (10) DAYS WRITTEN NOTICE. ABANDONMENT OF THE UNIT BY TENANT PRIOR TO THE END OF A MONTH SHALL ENTITLE TENANT TO A REFUND OF RENT.

Tenant shall quietly deliver up the Unit on day of the termination of this agreement, for whatever reason, "broom clean" and in as good condition as the same was when received, reasonable wear and tear, and loss by fire not caused by Tenant thereof excepted, and pay all sums due hereunder, in which event the security deposit shall be refunded within twenty (20) days of termination, provided the Tenant has notified Landlord within 24 hours of vacating the Unit and Landlord is satisfied that (1) all sums due hereunder are current and (2) the Unit is "broom clean" and (3) the Unit is not damaged.

The Unit may be used and occupied only for the purpose of storing personal property and for no other purpose, and Tenant shall not use the Unit for the storage of living animals or their carcasses, flammable chemicals, paint, other hazardous material or any other material, the storage of which in a self storage unit violates the applicable zoning or fire regulations.

ALL PROPERTY STORED WITHIN THE UNIT BY TENANT SHALL BE AT TENANT'S SOLE RISK.

Any insurance which may be carried by Landlord or Tenant against any loss or damage to the building or its contents and other improvements situated on the premises shall be for the sole benefit of the party carrying such insurance and under its control. Each party hereby waives its right and the right of its insurer of subrogation against the other party.

TENANT HEREBY AGREES TO INDEMNIFY LANDLORD AND HOLD IT HARMLESS FROM ANY LOSS, DAMAGE, EXPENSE, OR CLAIM ARISING OUT OF TENANT'S ACTS OR OMISSIONS TO ACT, AND LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACT OR OMISSION TO ACT OF OTHER TENANTS ON THE PREMISES, OR OF ANY OTHER PERSON.

In the event Tenant has failed to pay the rental obligation hereunder for fifteen (15) days, Landlord may overlock the Unit. In such event, Landlord shall notify Tenant that the Unit has been overlocked and, if Tenant fails to pay all sums due hereunder within fifteen (15) of the date of such notice, this agreement shall terminate and Landlord shall then have the right to enter the Unit and remove the contents thereof.

In the event of any other default in Tenant's obligations contained in this agreement, the Tenant shall be notified of its default. Unless such default shall be cured within fifteen (15) days from the date of such notice, this agreement shall terminate and Landlord shall then have the right to enter the Unit and remove the contents thereof.

Tenant initials _____

Landlord initials _____

This Storage Agreement shall constitute a security agreement with respect to the contents of the Unit (hereinafter referred to as the "Collateral"), and that a security interest shall attach thereto for the benefit of, and is hereby granted by Tenant to, the Landlord to secure the payment and performance of Tenant's obligations under this agreement. Tenant hereby authorized Landlord to file a copy of this Storage Agreement as a financing of continuation statement. In the event that this agreement shall be terminated by reason of Tenant's default hereunder, Landlord may, in addition to all other rights or remedies it may have in such event, exercise any right or remedy with respect to the collateral which it may have under the Uniform Commercial Code or otherwise. The parties agree that in the event Landlord elects to proceed with respect to the collateral, five (5) days notice of the sale of the Collateral shall be reasonable notice. It is expressly understood that the Landlord retains its statutory Landlord's lien and that all rights of Landlord hereunder or in law are cumulative, and an exercises of one or more of such rights shall not constitute a waiver of any other right. If Landlord sells the contents of the Unit, Tenant shall pay, in addition to all other sums due hereunder, an administrative selling charge of \$15.00. Tenant shall pay to Landlord all cost and reasonable attorney fees incurred by Tenant by aforesaid action.

Notices hereunder shall be in writing and shall be deemed to be dated and delivered whether actually received or not upon deposit in the United States Mail, postage prepaid, properly addressed, to the party for which it is intended at the address set out below as said address may be changed by actual written notice from either part to the other.

The Tenant further acknowledges that he or she has inspected the premises and finds same in a satisfactory condition.

The interest of Tenant in this lease may not be sublet or assigned.

No heat or other utilities provided.

RULES: Tenant agrees to abide by all rules and policies that are now in effect or that may be put into effect from time to time. A copy of the rules is attached and hereby acknowledged.

INSPECTION: Tenant agrees that Landlord or his agent may at any reasonable time enter to inspect the premises or make repairs. Tenant further agrees that Landlord or his agent may show the premises to prospective purchases of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this tenancy has been given then the premises may be shown to prospective Tenants during the 30-day period prior to termination.

THE TENANT SHALL LIST BELOW ANY LIEN HOLDERS OR SECURED PARTIES WHO HAVE AN INTEREST IN PROPERTY THAT IS OR WILL BE STORED IN THE SELF-STORAGE FACILITY.

Rate per month	\$ _____	Name (print) _____
Balance due current month	\$ _____	Address _____
Outside Storage	\$ _____	City _____ State _____ Zip _____
Lock and key deposit	\$ _____	Home Phone _____ Cell Phone _____
Damage/cleaning deposit	\$ _____	Driver's License No. _____
TOTAL	\$ _____	

Check # _____ Cash _____
Executed this _____ day of _____, 20_____

LANDLORD SIGNATURE _____ TENANT SIGNATURE _____

TENANT RULES AND REGULATIONS

1. READ YOUR RENTAL AGREEMENT CAREFULLY. TENANT IS RESPONSIBLE FOR LOCKING THEIR UNIT(S).
2. USE OF PREMISES: No mechanical, fabrication, manufacturing, assembly or other related work shall be allowed. No signs, advertisements, notices or lettering shall be allowed on any part of the outside of the storage unit. Automobile gas tanks must be kept full. To avoid cleaning damage charges, please empty your storage unit of refuse. The Tenant is responsible for disposing of waste material.
3. ITEMS NOT ALLOWED TO BE STORED: Gasoline and other flammable liquids, piled clothing, rags, papers, perishable foods, hazardous waste or unlawful goods of any kind.
4. NO INSURANCE IS PROVIDED FOR ANY STORED ITEMS: You may be covered under your current policy (homeowners or store owners) under the "OFF PREMISES COVERAGE" section. We suggest that you call your agent or company. Some of the losses you may want to cover are as follows: water damage, theft, vermin, fire or smoke damage and losses due to heat or cold or moisture.
5. RENT: Rent will be prorated for the first month from the day the unit is rented to the last day of the month and then is due the 1st of each month thereafter. Rent on units vacated on or before the 15th of the month will be prorated; vacated on or after the 16th will be charged for the full month. Please write your unit number on your check.
6. LATE CHARGES: \$10.00 will be charged if rent is not received on the 15th day after the due date. Please note: The unit will be over-locked after the 16th of the month of the due date and access will be denied. Cash or money order needed to eliminate lock out.

There will be a \$25.00 charge for all checks returned by the bank for insufficient funds.

7. TENANT MUST GIVE A 10-DAY NOTICE PRIOR TO VACATING: When moving it is important that Tenant provide rental office with new address and telephone number.
8. CLEANING DEPOSIT: A \$10.00 refundable cleaning deposit may be charged for each unit. If notice is given 10 days prior to end of the monthly rental period and unit is left completely vacant and broom clean, the cleaning deposit will be refunded. Please allow 2 weeks for processing.

PENALTIES WILL BE ASSESSED for repairs, clean-out removal of debris and late charges.

9. NO SMOKING WITHIN UNITS.
10. PLEASE OBSERVE 10 MILE PER HOUR SPEED LIMIT TO HELP PREVENT ACCIDENTS.

Executed this ____ day of _____, 20____

Landlord Signature

Tenant Signature