



Elizabeth Prime **RV** Storage

5357 Highway 86, UNIT 2 • Elizabeth, CO 80107 • (303) 646-0901 • FAX (303) 6483299 • www.ElizabethPrimeRVStorage.com

OUTDOOR STORAGE RV RENTAL AGREEMENT

TENANT NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PH(RES): _____ (BUS): _____ (CELL): _____

EMAIL ADDRESS: _____

DRIVER'S LICENSE #: _____ STATE: _____

DESCRIPTION: _____ LENGTH: _____

MFG _____ MODEL: _____

LICENSE PLATE NUMBER: _____ LICENSE PLATE REGISTRATION EXPIRATION: _____

VIN#: _____

ALTERNATE CONTACT NAME: _____

ALTERNATE CONTACT PHONE: _____

SIGNATURE: _____ DATE: ____ / ____ / ____

RENT IS DUE THE 1ST DAY OF EVERY MONTH (Considered LATE after the 5th of the month).

A \$15.00 Late Fee Will Be Charged. NO REIMBURSEMENT WILL BE MADE FOR EARLY TERMINATES BEFORE THE END OF THE LAST DAY OF MONTH.

Rental Charges (To Be Completed by Landlord)

Prorated Rent for Current Month: _____

Monthly Rent: _____

Number of Storage Space: _____ Size of Storage Space: _____

Security Deposit: \$40.00

Gate-Remote/Card Reader Detail: _____

Additional Gate Remote/Card Reader: \$10.00 x: ____ = _____

Total Amount Due: _____

LANDLORD: _____ DATE: ____ / ____ / ____



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OUTDOOR RV STORAGE RENTAL AGREEMENT 5357 Highway 86, Unit 2, Elizabeth, CO 80107

THIS RENTAL AGREEMENT is executed in duplicate on this _____ day of _____, _____ by and between **Elizabeth Prime RV Storage, LLC** [Landlord] AND _____ [TENANT] (residence address) _____

for the purpose of renting or leasing a certain outdoor storage space. The Storage Space is under the exclusive control of the Tenant. The Landlord does not take custody, control or possession over the contents of the Storage Space and does not agree to provide protection for the storage or the contents thereof.

1. DESCRIPTION OF PREMISES:

Storage Space Number _____ (to be completed by landlord) located at the above referenced address of the Landlord and included in a larger facility at such address containing similar leased real property and common areas for use of the Tenant and other Tenants {the entire facility hereinafter referred to as the "PROPERTY"}.

a. TENANT HAS EXAMINED THE STORAGE SPACE AND THE PROPERTY AND, BY PLACING TENANT'S INITIALS HERE _____, ACKNOWLEDGES AND AGREES THAT THE STORAGE SPACE AND COMMON AREAS OF THE PROPERTY ARE SATISFACTORY FOR ALL PURPOSES FOR WHICH TENANTS SHALL USE THE STORAGE SPACE AND COMMON AREAS.

2. TERM:

Tenant leases the Storage Space on a month-to-month tenancy. The term of the Rental Agreement shall commence as of the date first above written and shall continue from the first day of the month immediately following on a month-to-month occupancy until terminated. Either the Tenant or the Landlord may terminate this agreement by giving the other party at least fourteen (14) days prior notice.

3. RENT:

Tenant shall pay Landlord as rent the sum of _____ (to be completed by landlord) {per month/ quarter/year} in advance on the first day of the month. Tenant understands that under no circumstances will the Tenant be entitled to a refund of the first month's rent paid upon execution of the Tenant month in which termination occurs. The rent may be adjusted by the Landlord. The rental rate will remain in effective for 90 days. Rent adjustments may occur after 90 days following written notice by the Landlord to the Tenant specifying such adjustment. Such notice shall be given not less than thirty [30] days prior to the end of the year.



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4. FEES AND DEPOSITS:

- a. Concurrently with the execution of this Rental Agreement. Tenant shall pay to the Landlord **\$40.00** as a damage and card reader deposit. Landlord may apply the deposit to any amounts due and unpaid by the Tenant hereunder. The balance of the deposit shall be returned to the Tenant without interest, within [2] two weeks after the termination of this rental agreement provided the Tenant is not in default hereunder. Tenant shall forfeit this deposit entirely if Tenant vacates the Storage Space without providing notice to Landlord at least fourteen [14] days before the end of the calendar month of the Tenant's intention to terminate this lease as of the end of that month.
- b. All rent shall be paid in advance on the first day of each month and in event the Tenant shall fail to pay the rent by the **5th** day of the month Tenant shall pay in addition to any other amounts due, a late fee of \$15.00.
- c. If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty [30] days, Landlord will send certified written notice of default to tenant allowing 15 days to pay past due charges plus late fees. After 15 days, an account is not current Landlord can begin lien process with State of Colorado to obtain title for stored vehicle. Redemption of vehicle after lien papers are filed with the State of Colorado adds a fee of \$60.00 to existing rent due and late fees.

5. TENANT RESPONSIBILITY:

- a. ALL PERSONAL PROPERTY IN THE STORAGE SPACE IS STORED AT THE RISK OF THE TENANT. Tenant must take whatever steps are necessary to safeguard whatever property is stored in the space. TENANT MUST KEEP THE ACCESS GATE LOCKED.
- b. TENANT MUST PROVIDE OWN INSURANCE. Landlord will not be responsible or otherwise liable, directly or indirectly for loss or damage to the property of Tenant due to any cause including but not limited to fire, explosion, theft, vandalism, vermin, wind or water damage, any defect whether known or subsequently created or discovered in the Storage Space or acts or omissions of any third party, or whether such loss or damage may be caused or contributed to by the negligence of the landlord, its agents or employees. The Landlord will NOT carry any insurance to protect him/herself and his/her property against all perils of what so ever nature.
- c. Tenant understand and agrees that the Landlord need not be concerned with the kind, quality or value of personal property or other goods stored by the Tenant on or about the Property pursuant to this Rental Agreement.
- d. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, costs and expenses including attorney's fees arising from or in connection with Tenant's use of the Storage Space, Tenant's presence on the Property or anything done in the Storage Space by Tenant or Tenant's agents, employees or invites resulting in damage or injury to person or property of Tenant.

6. DECLARATIONS INSURANCE:

Tenant acknowledges that the Landlord does NOT carry insurance on Tenant's property.

INITIAL HERE _____



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7. USE OF PREMISES AND COMPLIANCE WITH LAW:

Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material, nor perform any welding in the storage space or on the property. Tenant shall not store any personal property in the Storage Space, which would result in the violation of any law or regulation of any governmental authority.

Tenant shall not permit any hazardous material to be stored on the property. For purposes of this rental Agreement, “hazardous materials” shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state, or federal law or regulation.

8. CONDITION OF SPACE:

Tenant has examined the Storage Space and agrees that the Storage Space is satisfactory for all purposes for which Tenant will use it. Tenant will always keep the Storage Space clean and in sanitary condition and will return it to the Landlord in the same condition as when received by the Tenant. All repairs to the Storage Space or Property required as a result of Tenant’s acts or omissions shall be Tenant’s sole expense.

9. ACCESS TO SPACE:

Tenant shall grant Landlord, Landlord’s agents, or the representatives of any government agency, including police and fire officials access to the Storage Space upon [3] three days’ prior notice to Tenant. In the event of an emergency or upon the default of any of the Tenant’s obligations under this Rental Agreement, Landlord, and Landlords’ agents or there representative of any governmental agency shall have the right, but not the obligation, to enter The Storage Space for the purpose of examining the personal property stored or the contents thereof.

Access may be required for the purpose of making repairs or alteration to the Storage Space or taking such other action as may be necessary to preserve the Space, or to comply with applicable law including any law or regulation governing hazardous or toxic materials, or to enforce any of the Landlords’ rights.

10. DEFAULTS, LIEN AND FORECLOSURE:

Upon the occurrence and during the continuation of any default under this Rental Agreement, Landlord may, in addition to any liens or remedies provided by law or this Rental Agreement, deny Tenant access to the Property and/or Storage Space and to the property stored by Tenant on or about the Property without liability of trespass or conversion. All property stored in the Storage Space may be sold or otherwise disposed of if payment of rent or other charges has not been received for a continuous 30-day period pursuant to the Colorado statutes concerning Abandoned Vehicles.

ARTICLE 4, TITLE 42, COLORADO REVISED STATUTES, AS AMENDED:

If rent payment in full is not received by the time set forth in the written “late rent” notice, the Landlord will apply for a lien title from the State of Colorado for the vehicle stored. Any vehicle appraised for \$200.00 or less will be donated to a charity for their use.

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11. DENIAL OF ACCESS:

If Tenant fails to pay rent or other charges when due or moves out upon termination of this Rental Agreement said Tenant will be denied access to the Property and /or Storage Space.

12. RELEASE OF TENANT INFORMATION:

Tenant hereby authorizes Landlord to release any information regarding Tenant as may be required by law or requested by governmental authorities, law enforcement agencies or courts.

13. RULES AND REGULATIONS:

The Landlord shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Property and all common areas. The preservation of good order and, upon the posting of any such amendment or additions in a conspicuous place on the Property they shall become part of this Rental Agreement.

14. MISCELLANEOUS:

Tenant agrees to pay all cost and expensed, including attorney's fees and reasonable service fees of the Landlord in enforcing the terms of the Rental Agreement. Tenant agrees to defend and hold Landlord harmless against any claims by any other party having an interest in the personal property held in the Storage Space. Tenant may not assign this Rental Agreement or any part of it and may not sublet all or any portion of the Storage Space without written consent of the Landlord. Any notice required to be given under this Rental Agreement must be in writing. Change of address must be in writing. This lease is binding on the parties, their heirs, successors, personal representatives and assigns. Tenant hereby acknowledges and agrees that the Landlord does not represent or guarantee the safety or security of the Storage Space or of any of the property stored therein. This agreement does not create any duty for the Landlord to increase or maintain such safety or security. Landlord does not provide any container for tenant to dispose of property. All property disposal; must take place away from the leased property.

15. TENANT RULES OVERVIEW:

1. No Personal property stored outside of vehicle.
2. If the Landlord must contact a Tenant because they are parked in another space or not parked completely inside their space a \$25.00 extra fee will be assessed.
3. Rent is due on 1st day of each month and if late after the 5th, a \$15.00 late fee per month.
4. Replacement card reader \$35.00.
5. Additional Gate Remote/Card Reader: \$10.00
6. Fee on returned checks \$35.00.
7. Lien processing will begin 45 days after missed due date of rent payment.
8. Fourteen [14] day written notice is required prior to moving out of space
9. Tenant must supply any change of address or change of telephone to the Landlord with one (1) week of said change.



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I have read and understand the Terms of Agreement. I agree to abide by all terms and conditions. I have received a copy of this Agreement for my records upon signing.

Tenant

Date

Landlord

Date