

WEST SIDE STORAGE, LLC
OFF-SITE STORAGE CONTAINER RENTAL CONTRACT

15451 W Hwy 160
Del Norte, Co. 81132
www.westsidestoragellc.com

Office Cell Phone: 719-850-5907 Office @ Ken's 719-657-2880

Date: _____ Amount Paid: _____

Unit # _____ Serial # _____ Description _____

LESSEE RULES AND REGULATIONS:

1. Lessee understands and agrees that access to **WEST SIDE STORAGE, LLC** facilities is by an unmarked railroad crossing off of U.S. Hwy 160 West of Del Norte, Colorado, and Lessee assumes all risk in connection therewith.

2. Lessee understands and agrees that building and/or special use permits may be required for the use of portable storage containers, depending on the duration of time, type of use, size of storage container(s), zoning and location. It shall be Lessee's responsibility and obligation to investigate, obtain and/or satisfy any local, city, county, state and/or international building code and/or setback requirements, permits, inspections, etc. Prior to delivery of storage container(s), Lessee shall obtain, sign and pay for any and all permits required for use of said storage container(s), and present them to **WEST SIDE STORAGE, LLC** Management for review. Upon delivery of storage container(s), Lessee shall contact the appropriate governing officials for any required inspections and subsequent acceptance and sign-off of said building and/or special use permits. If relocation of storage container(s) is required by the governing officials, all associated relocation costs shall be responsibility of Lessee. Further, any and all costs as a result of said building and/or special use permits and inspection requirements, including but not limited to fines, penalties, fees, re-inspection costs, legal fees, court costs, etc, shall be the responsibility of Lessee.

3. Lessee understands and agrees that access to stored property may be limited during periods of inclement weather due to snow, ice, mud, etc. Removal of snow, ice, mud, etc, and maintaining clear and unencumbered access to storage container(s) shall be Lessee's responsibility. Lessee agrees to indemnify and hold harmless **WEST SIDE STORAGE, LLC** due to lack of access to stored property during said periods of inclement weather.

4. Lessee shall make monthly payments in advance to **WEST SIDE STORAGE, LLC** at 15451 W. Hwy 160, Del Norte, Colorado 81132 on or before the 10th day of each month. For your convenience, a secure payment drop box is located near the south end of Building #1 for depositing your payments.

5. Lessee agrees to furnish and install his/her own lock(s). Failure by Lessee to keep storage container(s) properly secured shall in no way become the responsibility or liability of Lessor.

6. Lessee shall not place, or keep in storage, any stolen property, explosives, flammable liquids, contraband or other goods prohibited by law, and shall not use storage container(s) for any unlawful purpose.

WEST SIDE STORAGE, LLC
OFF-SITE STORAGE CONTAINER RENTAL CONTRACT

7. Residing within storage container(s) owned and/or managed by **WEST SIDE STORAGE, LLC** shall be strictly prohibited.

8. Lessee agrees not to damage the storage container(s) in any way, and shall not make any alterations, additions, or "improvements" to storage container(s) without the prior written approval of **WEST SIDE STORAGE, LLC** Management. All storage containers shall be inspected at delivery, and again at pickup, and any damage noted in the space provided. Any and all damages or unapproved alterations occurring while in the Lessee's possession shall be the responsibility of Lessee.

9. Lessee agrees not to move, transport or otherwise relocate the storage container(s) in any way or for any purpose without the prior written approval of **WEST SIDE STORAGE, LLC** Management. If relocation of the storage container(s) is required, Lessee shall promptly notify **WEST SIDE STORAGE, LLC** Management to arrange for the relocation. All costs incurred shall be the responsibility of Lessee, and shall be paid in advance.

10. Lessee shall not assign, pledge or otherwise encumber this lease in whole or in part, or sublet the storage container(s), or any part thereof, without the prior written consent of **WEST SIDE STORAGE, LLC** Management.

11. Lessee agrees to be solely responsible for all property of any kind, which may be stored in the storage container(s) during the term of this lease, and Lessee assumes the sole risk and responsibility for any damage or loss of any kind to said property. This includes, but is not limited to damages and/or losses due to or caused by rodents, fire, theft, vandalism and/or acts of God such as earthquakes, tornadoes and/or inclement weather which may cause blowing and drifting snow, ice, rain, mud, dust, debris, etc.

12. Lessee agrees to indemnify and hold harmless **WEST SIDE STORAGE, LLC** for any damage or injury which may occur and from any and all claims or causes of action arising out of Lessee's use of the storage container(s). This includes, but is not limited to slips, trips, falls, personal injuries, damage to personal vehicles, personal property, etc.

13. Lessee is encouraged to carry his/her own property and liability insurance to cover all personal property being stored within the storage container(s), as well as any and all actions, injuries and/or liabilities resulting from said storage and use of said storage container(s).

14. Lessee agrees to provide **WEST SIDE STORAGE, LLC** Management with a copy of his/her current driver's license or some other form of picture identification upon request. This identification will be used for rental agreement purposes only, and shall remain strictly confidential.

15. Lessee represents that he/she is the owner of personal property placed in the storage container(s), or has full authority from the lawful owner of said property to place the same in the storage container(s), and to otherwise be bound by all of the terms and provisions of this agreement.

16. Lessee agrees to disclose to Lessor the names and addresses of any lien holders who may have a security interest in the property that is, or will be, stored within the storage container(s).

17. Lessee agrees to maintain clear and unencumbered access to storage container(s) at all

WEST SIDE STORAGE, LLC

OFF-SITE STORAGE CONTAINER RENTAL CONTRACT

in methods and materials of construction. Storage container size does not refer to net interior nor clear usable space. Please inspect your space to ensure that it meets your needs.

5. Any check received for payment, and returned **NSF** shall be subject to a **\$25.00 return check fee**.

DEFAULT IN RENT PAYMENT:

In the event the rent payment is not paid by the **10th** day of each month the following rules shall apply:

1. All unpaid accounts shall be considered delinquent on the 11th day of the month and all accounts which are 15 days or more delinquent shall be charged a **\$20.00 service charge**, or **20%** of the monthly rent due, whichever is greater, for each month Lessee fails to pay rent when due. This penalty rate shall be in addition to the regular agreed monthly rate and shall continue until the date of payment or until this rental agreement is terminated.

2. **WEST SIDE STORAGE, LLC** may, at its election, assert dominion over all personal property contained within any storage container(s) when rent payments become delinquent by **“over locking”** or changing the lock and shall assess a **\$10.00 fee** to release the **“over lock”** caused by delinquency.

3. In the event that the Lessee’s rental payment becomes 30 days or more delinquent, **WEST SIDE STORAGE, LLC** shall have the right take possession of the storage container(s) along with all stored property, and to sell or otherwise dispose of all said property in accordance with the provisions of **Article 21.5 of Title 38 of the Colorado Revised Statutes**.

4. All travel costs incurred by **WEST SIDE STORAGE, LLC** Management, traveling to/from storage container(s), and associated with rent delinquency, shall be charged to Lessee at a rate of **\$25.00 per trip** or **\$2.00 per mile**, whichever is greater.

LIEN HOLDER INFORMATION:

3rd Party Lien holder: Yes _____ No _____ Initials _____

Name of Lien holder: _____ Phone: _____

Address: _____

Description of property: _____

THIRD PARTY CONTACT INFORMATION:

Name: _____ Relationship _____

Address: _____

Email Address: _____ Phone _____

WEST SIDE STORAGE, LLC
OFF-SITE STORAGE CONTAINER RENTAL CONTRACT

LESSEE, by his/her signature, acknowledges that he/she has read the forgoing rental agreement, and that he/she understands the same, and that he/she agrees to abide by the terms and provisions hereof.

Lessee: _____ Date: _____

Address: _____ Home Phone: _____

City, State, Zip: _____ Cell Phone: _____

Employer: _____ Work Phone: _____

E-mail Address: _____

Driver's License Number: _____ State: _____

Signature: _____

LESSOR:

By: _____ Date: _____

Manager or Representative

WEST SIDE STORAGE, LLC
15451 W. Hwy 160, Del Norte, Co. 81132

This rental agreement constitutes the entire agreement between the parties and may be changed by written notice 30 days prior to the change being instituted by Lessor. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns.

Lessee acknowledges his/her receipt of this final contract by initialing all pages.