

WEST SIDE STORAGE, LLC
ON-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 access may be limited during periods of inclement weather due to snow and snow removal activities, ice, mud, etc. 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.

3. 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.

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

5. 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.

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

7. 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. Any and all damages or unapproved alterations occurring while storage container(s) is(are) in the Lessee's possession shall be the responsibility of Lessee.

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

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9. 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.

10. 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) and/or premises. This includes, but is not limited to slips, trips, falls, personal injuries, damage to personal vehicles, personal property, etc.

11. 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).

12. 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.

13. 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.

14. 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).

15. Lessee agrees to notify **WEST SIDE STORAGE, LLC** Management of any personal sales that will be conducted on any premises owned and/or operated by **WEST SIDE STORAGE, LLC**. Clear and unencumbered access shall be maintained to all surrounding units at all times.

16. In the event of an emergency, Lessee agrees to permit any authorized representative of **WEST SIDE STORAGE, LLC** to open the storage container(s) using whatever means are reasonably necessary. Lessee shall provide Lessor with a name and address of a third party contact in the event Lessor is unable to contact Lessee in cases of emergency or collection proceedings. **** Note: A third party contact will only serve as a contact, **** and is not and will not be held responsible for any emergency condition or collection proceedings that may exist at the time of notice. **WEST SIDE STORAGE, LLC** agrees to keep this information confidential.

17. Lessee shall notify **WEST SIDE STORAGE, LLC** Management of intent to vacate storage container(s), and arrange for inspection. Lessee shall be responsible for removal of personal trash or debris from storage container(s). It shall remain the responsibility of the Lessee for cleanliness of the storage container(s) upon vacancy.

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18. In the event that any legal action is required concerning any delinquent account or to enforce any provision of this rental agreement, WEST SIDE STORAGE, LLC shall have the right to recover all costs of collection including attorney's fees and/or court costs, if required.

STORAGE CONTAINER RENTAL AGREEMENT:

1. The agreed upon rent for Unit No. _____ shall be \$_____ per month. All rental payments shall be payable in advance on or before the **10th** day of each month. A cleaning deposit of \$_____ shall be charged with the 1st month's rental fees. This fee shall be refundable upon vacancy and final inspection of the storage container(s) in accordance with the terms and conditions as set forth in section 17 of the Rules and Regulations.

2. All storage container repair costs required as a result of damages, alterations, modifications, abuse, etc while in the possession of Lessee, shall be charged when storage container(s) is(are) vacated. These repair costs shall be in accordance with the terms and conditions as set forth in Section 7 of the Rules and Regulations.

3. **ALL SPACE SIZES ARE APPROXIMATE.** All advertised storage container sizes are approximate. Your storage container may be slightly smaller or larger than advertised due to variations 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.

4. 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 to sell or otherwise dispose of all stored property in accordance with the provisions of **Article 21.5 of Title 38 of the Colorado Revised Statutes.**

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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 _____

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.