

# Rental Agreement/Contract Ranch of the Rockies RV Storage

492 Ranch Road

Hartsel, CO 80449

(719)836-2079 email: [rorahoa@ghvalley.net](mailto:rorahoa@ghvalley.net)

THIS AGREEMENT, executed at Park County, Colorado, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Ranch of the Rockies Association, hereinafter called the OWNER, and the LESSEE/Occupant:

LESSEE/Occupant		Alternate Contact	
<i>Name</i>		<i>Name</i>	
Lot#	RORA address:	<i>Relationship</i>	
<i>Mailing address</i>		<i>Street</i>	
<i>City</i>	<i>State</i>	<i>ZIP</i>	
<i>Phone</i>		<i>Phone</i>	<i>Cell</i>
Vehicle Description: <input type="checkbox"/> Motor Home <input type="checkbox"/> 5 <sup>th</sup> Wheel <input type="checkbox"/> Bumper Pull <input type="checkbox"/> Pickup Camper <input type="checkbox"/> Popup Camper <input type="checkbox"/> Boat <input type="checkbox"/> Other _____			
<i>Make</i>	<i>Year</i>	<i>Lic Plate No.</i>	<i>St</i> <i>Length</i> <i>Color</i>
This is a monthly lease for storage From ____ / ____ /20____ To ____ / ____ /20____		The rent is due at the beginning of storage and each succeeding term on the first day of that term until terminated by either the Owner or the Lessee in writing.	Late Fee:\$5 per day Returned Check Fee: \$75
Monthly Storage Charge-term..... \$ ____		Total Due	
Other (describe) ..... \$ ____			
No . .of Months .....Extended for:_____			

1. PREMISES: Owner hereby leases to OCCUPANT, and OCCUPANT rents from OWNER, on the terms and conditions herein set forth, vehicle storage space, herein called "the premises". The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.
2. TERMS: The term of the agreement shall commence on the date set forth above and continue on a period to period basis as noted above, provided, however, that the term of this agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the stated rent unless and until .occupant has removed his vehicle from the premises and has given written notice thereof to owner. OWNER may change Monthly Storage Charge by giving OCCUPANT a written notice at least 30 days prior to the effective date of the change. OWNER may terminate this agreement with or without cause at the end of any storage term, and OWNER may terminate this agreement for reasonable cause at any time by giving OCCUPANT written notice at least 24 hours prior to the termination date and upon refunding any unearned rental.
3. RENTAL TERMS: Although the typical rental term is monthly, the minimum is one day. All rent is payable in advance of the rental period.
4. STATEMENTS/NOTICES: It is expressly understood and agreed that the OWNER is not required to nor does send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. There will be a service charge for each dishonored check *and/or* for each rent payment paid 10 days or more after the date is due to defray clerical and administrative expenses which ordinarily result from such delinquencies. The amount of such service and/or administrative charge is posted in the rent schedule above. Such charge is due with out prior notice as additional rent.

Notwithstanding the service charge, time is of the essence and in the event any rental is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent.

5. LIENS: OWNER has a lien on all vehicles stored in rented spaces as of the date the vehicle is brought to the premises, for rent, and/or other charges, present or future, reasonably incurred for its preservation, sale or disposal. If no payment has been received for thirty (30) days after the rental due date the OCCUPANT will be considered in default and access to the vehicle will be denied, the OWNER will also begin enforcement of OWNER'S lien, which includes entering the vehicle, advertising, selling and/or disposing at owners discretion. If any monthly installment is not made within the ten (10) day grace period as stated in article 4, (a) a late charge will be assessed in the amount stated above and/or (b) if any check given in payment is dishonored, a returned check charge will be assessed in the amount stated above.

The OWNER'S lien is superior to any other lien or security interest, except those which are perfected and recorded prior to date of this rental agreement in Colorado, in the name of the OCCUPANT, either in the County of the OCCUPANT'S "last known address" or in Park County, except any tax lien as provided by law and except those liens or security interests of whom the owner has knowledge through the occupant's written disclosure prior to this agreement.

6. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his/her initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all the terms and conditions of this agreement, and (b) the attached provisions of this agreement, and OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement and of the rules and regulations of this facility.

~~Initials~~ XXXXXX

Initials .....

7. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the premises, and by placing his/her initials in the margin, acknowledges and agrees that the premises and the common areas are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas.

Initials .....

Initials for Special Exceptions or Conditions as stated above: R)

RORA  
BY \_\_\_\_\_  
(Owner's authorized representative)

Lessee/Owner  
X \_\_\_\_\_

8. **NON-LIABILITY OF OWNER FOR DAMAGES: INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or property of any kind whatsoever and to whomever belonging, including OCCUPANT from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of owner or owner's agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitation attorney fees) or obligation on account of arising out of any such injuries or losses however occurring, and OCCUPANT agrees that the OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$1 00. OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability Insurance covering the full Insurance value of goods or property stored on the premises. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored property.
- Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his property against all perils of whatsoever nature. OWNER shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANTS invitees. family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, hurricanes, rain, tornadoes, explosions, rodents, insects, civil disturbances, unlawful entry, acts of God or any cause whatsoever. It is specifically understood and agreed that OWNER need not be concerned with the kind, quantity, or value of personal property or other goods stored by the OCCUPANT.
9. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANTS personal property due to burglary, mysterious disappearance, fire, water damage, rodents and act of God. OCCUPANT agrees that property stored is at the sole risk of the OCCUPANT.
10. **JURY TRIAL WAIVER:** The OCCUPANT hereby agrees to waiver of jury trial and to have any lawsuit arising out of this agreement tried before a judge.
11. **NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all property stored within or on the space by OCCUPANT or located at the facility by anyone is at OCCUPANT'S sole risk. OCCUPANT acknowledges that OWNER does not take care, custody, control possession or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space or the contest thereof. OCCUPANT must take whatever steps he/she deems necessary to safeguard what is at the facility or in or on the space. OCCUPANT assumes full responsibility for who has the keys and access to the vehicle.
12. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost property or personal injury and costs including attorney's fees arising from occupants rent of the space or the facility or from any activity, work, or thing done, permitted or suffered by OCCUPANT in the space(s) or about the facility.
13. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive its rights and the rights of its insurance company. for any claim for loss or damages against the OWNER.
14. **COMPLIANCE WITH LAW:** OCCUPANT shall not store in the premises any items which shall be in violation of any order or requirement imposed by an Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
15. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for storage purposes only as to those approved by OWNER, such as Motor Homes, Travel Trailers, Recreational Vehicles and Boats owned by the OCCUPANT, and for no other use. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees that the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments. The OCCUPANT acknowledges that he has read the rules and regulations that maybe attached hereto.
16. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the premises (a waste disposal facility is available for a separate fee). The OCCUPANT shall use the premises for any business or purpose in any manner deemed by the owner to be disreputable or hazardous. The storage of flammable, explosive or other inherently dangerous-material is prohibited. OCCUPANT shall take good care of the premises, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of the OCCUPANT or other person for whose acts OCCUPANT is responsible.
- OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to .be stored,. used, generated, or disposed of on or in the premises by OCCUPANT, OCCUPANTS AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of on or in the premises, or if the premises become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the owner from any and all claims, damages, fines judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by OCCUPANT. Without limitations of the foregoing, if OCCUPANT cause or permits the presence of any hazardous substance on the premises and that results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises
17. **KEYS:** It is recommended the OCCUPANT provide, at OCCUPANTS own expense, a duplicate key to allow OWNER, or OWNER'S AGENTS access In the event of emergency. Should any governmental authority so require, the OCCUPANT will provide OWNER with a key to all locks at all times. If OCCUPANT changes locks or fails to provide OWNER the correct key, OWNER has the right, as they deem necessary, to remove such lock by cutting or any other means. OWNER shall not be held liable for replacement of any lock that is damaged by forced entry by the OWNER or any authorized governmental agency.
18. **ABANDONMENT OF OCCUPANT'S PROPERTY:** Any property which shall remain on the premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such property may be retained by OWNER as its property or dispose of in such manner as OWNER may see fit If such property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.
19. **OWNER'S RIGHT OF ENTRY; SALE OF CONTENTS:** The Colorado Self-Service Storage Facility Act gives the OWNER a lien upon all personal property, whether or not owned by the OCCUPANT, located at the self-storage facility for rent, labor or other charges. In case any rent shall be due and unpaid, or OCCUPANT shall default in any of the covenants including but not limited to anyone or more of the following: a) terminate this rental agreement b) affix OWNER'S lock to the door of the OCCUPANT'S premises; c) seize and take possession of the unit and any personal property therein, after written notice to OCCUPANT, if rent and expenses of OWNER are not paid; d) sell the property at a public or private sale, for payment of the rent and expenses related to said action, and hold any remaining proceeds on behalf of OCCUPANT; and/or e) exercise any other right of OWNER under the Colorado Self-Service Storage Facility Act or any other law of the State of Colorado. OWNER'S expenses shall include all expenses relating to taking possession and sale of the property, including reasonable attorney's fees. Any notice given pursuant to this section shall be presumed delivered when deposited with the United States Postal Service, certified mail addressed to the last known address of the OCCUPANT. Advertisement of a sale, if utilized, shall be once a week for two (2) consecutive weeks in a newspaper of general circulation in the County where the facility is located. Any sale may be before or after the contents of the unit is opened, at the election of the OWNER, and OWNER shall not have any responsibility for determining the contents of the unit or the valued of such contents. Occupant acknowledges that a sale of the contents on a bid basis where the bidders have not seen the contents of the unit is a fair and equitable disposition of the contents of the unit under this article. Occupant agrees that owner and owner's agents and other

- representatives shall have the right to enter into and upon the unit, or any part thereof, at all reasonable hours for the purpose of examining the contents of the unit, or making such repairs or alterations to the premises as necessary. Owner shall promptly notify occupant by certified mail, either before or after entry, so that occupant may appear at the self-storage facility office and inspect the unit.
20. NO WARRANTIES: OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and OCCUPANT hereby acknowledges, as proved in article 7 on the attached, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the premises or of any property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreement of understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
  21. ACCEPTANCE OF PAYMENT OF RENT: In the event of a default by the OCCUPANT, OCCUPANT agrees that (a) the tender Of the rental by OCCUPANT and the acceptances thereof by OWNER, if not the full amount due, or (b) the allowing of OCCUPANT to remove his personal property from the premises, after the delivery of a preliminary lien notice pursuant to applicable Colorado State Statutes or during the pendency of an unlawful detainer action, shall not constitute a waiver of the preliminary lien notice, the notice of termination nor shall it reinstate the terms and provision of the Rental Agreement.
  22. ASSIGNMENT; OCCUPANT shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.
  23. WAIVER: The waiver by either party of any breach of any term, covenants or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
  24. ATTORNEY'S FEES AND COSTS: In the event any action be instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement of OCCUPANT, OCCUPANT shall pay owner's reasonable attorneys' fees, costs and expenses.
  25. SUCCESSORS: All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
  26. NUMBER AND GENDER: Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
  27. CONSTRUCTION: This agreement has been reviewed and negotiated and its terms and provisions explained to OCCUPANT. Accordingly, this agreement shall not be construed for or against either OWNER or OCCUPANT.
  28. SEVERABILITY: In the event that any of the provisions of portions thereof of this storage agreement are held to be unenforceable, invalid, void or illegal, by any Court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
  29. NOTICES: OCCUPANT agrees to give prompt written notice to owner of any change in OCCUPANT'S address. Said written notice shall be mailed to:
    - a. Ranch of the Rockies Association, 492 Ranch Rd, Hartsel, Colorado 80449.
  30. ELECTRICITY: In the event there is an electrical outlet with the leased or rented space, the OCCUPANT is cautioned that the power to the electrical circuit may be Turned on or off at the option of the OWNER. Accordingly, the OCCUPANT is required to turn off all lights and disconnect any powered appliance before leaving the rented space. if continuous and/or intermittent electric service is desired and is available, special arrangements must be made with the manager for its use. If such an arrangement is made, the OWNER assumes no liability resulting from the failure, regardless of the source of failure of the power supply.
  31. VALUE LIMIT: OCCUPANT agrees not to store property with a total value in excess of \$500,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANTS property shall be deemed not to exceed \$500,000.00. OCCUPANT further agrees that the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a stored unit, is \$5000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S property, regardless of cause.
  32. EMOTIONAL LOSS: OCCUPANT agrees not to store collectibles; heirlooms, jewelry, works of art or any property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT stored property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.