DRAFT
McGEADY SISNEROS, P.C.
April 17, 2013

BEEBE DRAW FARMS AUTHORITY
(PELICAN LAKE RANCH)

VEHICLE STORAGE AGREEMENT
NOTICE OF LIEN:

ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF UNDER THE TERMS AND CONDITIONS OF THE COLORADO SELF-STORAGE LIEN ACT (§38-21.5-101-105, C.R.S.) UPON OCCUPANT'S DEFAULT, INCLUDING, BUT NOT LIMITED TO, THE NON-PAYMENT OF RENT

Occupant's Name: _____ Phone: _____

Address: _____

City: _____ Zip: _____

Alternated Address (optional): _____

City: _____ Zip: _____

Phone: _____ Emergency Phone: _____

E-Mail Address:
_____

Driver License #: _____ State Issued: ____ Expiration Date: _____

Employer: _____ Phone: _____

Address: _____

City: _____ Zip: _____

Vehicle Make #: _____License #: _____ State Issued: _____

Annual Rental Rate: <u>$120.00 per year, per space</u> Month to month rental rate: <u>$20.00 per month</u>

Description of Property being stored: _____

_____

YOU MUST DISCLOSE ALL LIENS ON ANY PROPERTY STORED. The Occupant attests that the property in this area(s) is free and clear of all liens and secured interests except for:

Description of property	Lienholder/Secured Party	Address

NO RENT REFUNDS

1. **USE OF AREA:** In consideration of the covenants, conditions, and agreements, hereinafter contained to be kept and performed by Occupant, as named above, does hereby obtain a license to use storage area at the Self-Service Storage Facility located at Outlot A (the "Premises") for the sole purpose of storing vehicles, recreational vehicles, trailers, boats, pods, or other approved items from BEEBE DRAW FARMS AUTHORITY, an authority and separate legal entity duly created pursuant to §29-1-203, C.R.S. (the "AUTHORITY"). Occupant is entitled to store such personal property on the Premises; however, Occupant shall not be entitled to occupy any particular site on the Premises. Sites are allocated on a first-come, first-served basis. Occupant's use shall be limited to storing vehicles, recreational vehicles, trailers, boats, pods, or other approved items; Occupant shall not be entitled to reside, sleep, or spend more than two hours on the Premises. Mechanical work may not be performed on stored vehicles without express written permission from the AUTHORITY. All batteries must be disconnected while in storage. This Rental Agreement conveys to Occupant the right to store its approved property on the Premises on a revocable basis; it does not convey any ownership or other interest in the Premises.

2. **PERIOD OF OCCUPANCY:** This is a year-to-year license, which shall begin as of the date of this Rental Agreement and shall continue until terminated. Except for a possible partial first calendar month, occupancy shall run from the first day of each calendar month to the last day of the annual calendar month. Occupant or the AUTHORTIY may terminate the occupancy created by this Rental Agreement by delivering written notice to the other party of its intention to do so at least ten (10) days prior to the last day of the calendar month in which occupancy will terminate.

3. **RENT:** OCCUPANT SHALL PAY THE AUTHORITY IN ADVANCE, ON THE FIRST DAY OF EACH RENTAL YEAR, ON DEMAND: THE RENT SPECIFIED ABOVE IN LAWFUL MONEY OF THE UNITED STATES. If rent is not paid by the close of the business day of the fifth (5th) day of the month due, occupant agrees to pay a LATE CHARGE in the amount of fifteen dollars ($15.00). ALL RENTAL CHARGES PAID BY OCCUPANT UNDER THIS RENTAL AGREEMENT ARE NON-REFUNDABLE. The AUTHORITY may increase the rent by notifying Occupant in writing at least thirty (30) days prior to the first day of the term for which the increased rent is due. Occupant shall pay the increased rent from the date it becomes effective. Continued occupancy shall be deemed acceptance of the changed rental rate. No pro-ration of the rent (except for a partial first month) and no rent refunds will be made upon termination.

4. **CHECKS:** The AUTHORITY may accept correctly drawn checks for payment of rent, if the check is returned un-collected, payment represented by it shall be delinquent on the date originally due and shall be subjected to a RETURNED CHECK CHARGE in the amount of $25.00.

5. **USE OF STORAGE AREA:** The AUTHORITY is not engaged in the business of storing goods for hire and no bailment is created under this Rental Agreement. The AUTHORITY does not exercise care, custody, or control over Occupant's stored property. Occupant agrees to use the Premises only for the storage of property identified above which are wholly owned by the Occupant. Occupant acknowledges that the

AUTHORITY has not been advised as to the type, nature or value of the property Occupant will store. Occupant agrees not to store any property with special or sentimental value to occupant in the storage area. Occupant waives any claim for sentimental value or emotional attachment to the stored property that is placed in the storage area. Nothing herein shall constitute any agreement or admission by the AUTHORITY that Occupant's stored property has any value, nor shall anything alter the release of the AUTHORITY 'S liability set forth below.

6. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage area classified as hazardous or toxic under any local, state or federal law or regulation and from engaging in any activity which produces such materials. Occupant's obligations of indemnity as set forth below specifically includes any cost, expenses, fines or penalties imposed against the AUTHORITY, arising out of the storage or use of any hazardous or toxic materials by Occupant, Occupant's agents, employees, invitees or guests. The AUTHORITY may remove and dispose of prohibited items.

7. **INSURANCE OBLIGATION:** Occupant, at occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary; vandalism and malicious mischief insurance for the actual cash value of stored property. Occupant must provide proof of current insurance to the AUTHORITY. Insurance on Occupant's property is a material condition of this Rental Agreement and is for the benefit of both Occupant and the AUTHORITY. Failure to carry the required insurance is a breach of this Rental Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against the AUTHORITY, the AUTHORITY'S agents or employees for loss of or damaged to stored property.

8. **RELEASE OF THE AUTHORITY'S LIABILITY FOR PROPERTY DAMAGE: OCCUPANT AGREES AND ACKNOWLEDGES THAT ALL PERSONAL PROPERTY STORED WITHIN THE PREMISES IS AT OCCUPANT'S SOLE RISK. THE AUTHORITY AND THE AUTHORITY'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR, <u>AND OCCUPANT HEREBY WAIVES AND RELEASES THE AUTHORITY, THE AUTHORITY'S AGENTS AND EMPLOYEES FROM ANY CLAIM OR ACTION ARISING FROM,</u> ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY AT THE SELF-STORAGE FACILITY ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, BURGLARY, MYSTERIOUS DISAPPEARANCE, VANDALISM, FIRE, WATER DAMAGE, HAIL, RODENTS, ACTS OF GOD, THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE AUTHORITY, THE AUTHORITY'S AGENTS OR EMPLOYEES INCLUDING DISPOSAL OF OCCUPANT'S STORED PROPERTY UNDER A GOOD FAITH, BUT MISTAKEN, CLAIM OF LIEN OR BELIEF OF ABANDONMENT BY OCCUPANT.**

9. **RELEASE OF THE AUTHORITY'S LIABILITY FOR BODILY INJURY: THE AUTHORITY, THE AUTHORITY'S AGENTS AND EMPLOYEES**

SHALL NOT BE LIABLE TO OCCUPANT FOR INJURY OR DEATH AS A RESULT OF OCCUPANT'S USE OF THE PREMISES, EVEN IF SUCH INJURY IS CAUSED BY THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE AUTHORITY, THE AUTHORITY AGENTS OR EMPLOYEES, AND OCCUPANT HEREBY WAIVES AND RELEASES THE AUTHORITY, THE AUTHORITY'S AGENTS AND EMPLOYEES FROM ANY CLAIM OR ACTION ARISING THEREFROM.

10. **INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend the AUTHORITY from all claims, demands, actions or causes of action that are hereinafter brought by others arising out of Occupant's use of the storage area and common areas, including claims for the AUTHORITY 's active negligence. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in Occupant's storage area.

11. **NO SECURITY:** Occupant agrees and acknowledges that the AUTHORITY undertakes no obligation to monitor, secure, or provide security to the Premises.

12. **PROPERTY LEFT ON THE PREMISES:** The AUTHORITY may dispose of any property left on the Premises by Occupant after Occupant terminates his or her tenancy. Occupant shall be responsible for paying all costs incurred by the AUTHORITY in disposing of such property.

13. **AUTHORITY'S RIGHT TO MOVE STORED VEHICLES:** If a vehicle needs to be moved, the AUTHORITY will contact Occupant who will have five (5) business days to assist. If Occupant is unavailable, or in emergency situations, the vehicle may be moved by the AUTHORITY.

14. **INSPECTION:** In the event any inspection discloses any stored property or any condition in violation of any portion of this Rental Agreement, then the AUTHORITY may immediately remove and dispose of such property, and take action to remedy such condition, without notice to Occupant and at Occupant's expense.

15. **DELIVERY OF NOTICE:** Occupant's address and alternate address shall be conclusively presumed to be the address provided by the Occupant in this Rental Agreement unless Occupant provides the AUTHORITY with a subsequent written notice of change of addresses. All notices required or permitted by this Rental Agreement shall be presumed delivered when either delivered in person or deposited with United States Postal Service properly addressed with postage pre-paid, except as otherwise provided by law.

16. **DENIAL OF ACCESS:** In the event that Occupant fails to pay rent when due, and remains delinquent in rental payments for 5 days or more, the AUTHORITY may deny Occupant access to the Premises until Occupant is current on all rental payments.

17. **RULES AND REGULATIONS:** The AUTHORITY shall have the right to establish rules and regulations for the safety, care and cleanliness of the Premises and for charges and fees that may be imposed by the AUTHORITY. Occupant agrees to abide by all of the AUTHORITY'S rules now in effect, or that may be put into effect from time to time. Rules are deemed effective when approved by the AUTHORITY Board of Directors.

18. **OCCUPANT'S ACCESS:** Occupant's access to the Premises may be conditioned in any matter deemed reasonably necessary by the AUTHORITY to maintain order on the Premises. Such measures may include, but are not limited to, requiring verification of Occupant's identity, limiting hours of operation, and inspecting vehicles that enter the facility.

19. **TIME TO BRING SUIT:** Any claims, suits, or defense to any suit by Occupant that arise in any way out of this Rental Agreement, including for loss or damage to stored property from any cause, shall be barred unless Occupant commences an action within twelve (12) months after the date of the acts, omissions, or inaction that gave rise to such claim, suit or defense. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*.

20. **CHANGE IN TERMS; TERMINATION:** The AUTHORITY may change *any* of the terms, or terminate this Rental Agreement on 10 days written notice given 10 days before the end of any month of this Rental Agreement. Notice may be mailed to the Occupant at the address given by Occupant above, or later changed in writing. Any notice required by this Rental Agreement may be given by first class mail, and is deemed delivered when deposited in the U.S. Mail. Continued occupancy after receipt of notice of any change is deemed agreement thereto by Occupant.

21. **MISCELLANEOUS:**

(a) If any portion of this Rental Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portions of this Rental Agreement.

(b) All the provisions hereof shall apply to, bind and obligate the heirs, assigns**,** executors and administrators, representatives and successors of the parties hereto.

(c) NO WAIVER by the AUTHORITY, its agents, representatives, or employees, of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach of default in the performance of the same or any other covenant or conditions to the term hereof.

(d) NO ASSIGNMENT: No subletting of the Occupant's storage area or any portion thereof or assignment of this Rental Agreement by Occupant is permitted without the AUTHORITY'S written agreement.

(e) NO WARRANTIES: The agents and employees of the AUTHORITY are not authorized to make warranties about the area, premises, and facility referred to in this Rental Agreement.

(f) NO ORAL AGREEMENTS: THIS RENTAL AGREEMENT IS THE ONLY RENTAL AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENT, OR REPRESENTATION; NO AMENDMENT OR ALTERATION SHALL BE BINDING UNLESS MADE IN WRITING, SIGNED BY BOTH PARTIES.

(g) The AUTHORITY'S obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the AUTHORITY.

Occupant: _____
Print Name

Occupant Signature:_____

Date: _____

BEEBE DRAW FARMS AUTHORITY

Authority Manager: _____

Date: _____