

Brach's STORAGE



Website: www.brachsstorage.com
Mailing: Brach's Mini Storage, LLC
P.O. Box 3135
Grand Junction, CO 81502

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Phone: 970.241.9012
Facility Address: (No Mail)
411 Brach Drive
Grand Junction, CO 81507

Facility Rental Agreement

Name _____ Address _____

City _____ State ____ Zip _____ Mailing _____

Home/Cell Phone _____ Work Phone _____ License Plate # _____

Date _____ Storage Space # _____ Size _____ Rent/Mo \$ _____ Deposit \$ _____

Date of Birth _____ Emergency Contact _____

Driver's License # _____ Address _____

Email Address _____ City _____ St ____ Zip _____

FEIN # (Business Only) _____ Phone _____

NOTICE: YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OR LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CRS 38-21.5-103 AND SUBSEQUENT AMENDMENTS.

NOTICE: Renter shall be subject to and shall pay the following service charges:

- a) **Monthly rent payment due on the 1st, delinquent after the 6th day; late charges assessed at 20% of rent. Unit will be overlocked by the 10th when rent is unpaid.**
- b) **\$15.00 for each registered or certified letter sent to Renter and/or the alternative address given by Renter when letter is sent because Renter has not paid rent or service charges due.**
- c) **\$50.00 for each publication of an advertisement of the lien sale.**
- d) **\$50.00 for each insufficient funds check. Cash payments are not recommended.**

Any payments received from Renter shall, apply first toward any service charges due under this paragraph and thereafter toward any other sums due pursuant to this Agreement. (Initial here) _____

INSURANCE: Renter, at Renter's expense shall maintain a policy of fire and extended coverage insurance with burglary, vandalism and malicious mischief (see #12) endorsement for at least 100% of full replacement of such property. It is understood by *initialing here* _____ that Renter is responsible for insuring Renter's contents within the storage unit during the duration of the rental period.

By signing below, I acknowledge having read and voluntarily signed the Policy Letter & Renter Contract and the Facility Rental Agreement.

RENTER DATE

BRACH'S MINI STORAGE, LLC DATE

The Renter, by listing the names below, authorizes the following individuals access to the space described in this Rental Agreement.

The following lien holder has interest in property stored in the unit(s) covered by this agreement. *initial here*

Lien Holder Name _____

No lien on goods stored: _____

Address _____

Phone _____

RULES OF TENANCY

1. **TERM:** The term of this tenancy shall commence on the date written and shall continue thereafter on a month-to-month basis. Please give 10 days' notice of your planned move out date.
2. **RENT:** The initial rent payment is pro-rated to the first of the month with all successive rents due the first day of each month during the continuation of this tenancy. *Rent must be paid in full and no partial payment will be accepted.* The monthly rental and other charges may be changed at any time by owner/agent giving at least ten (10) days written notice to Renter at the mailing address provided. The new rental charge shall become effective the next date rent is due. Payments may be made by: credit card online, ACH bank draft, money order or check. Lien payments must be paid with money order or certified check.
ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO RENTAL PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30-DAY PERIOD.
3. **DEPOSIT:** Renter shall pay in advance a Damage and Disposal Deposit for Renter's faithful performance of the terms of this agreement and for possible necessary repair of the space or disposal of items left after surrender by Renter. The deposit, without interest, shall be returned in thirty (30) days after Renter relinquishes his space to owner/agent, less all charges for damage or disposal, in addition, at owner/agent's option, owner/agent may retain any amount necessary to compensate facility for rent or charges due under this agreement.
4. **LOCK:** Renter shall receive a lock for the premises; there is no expectation of the lock's return. The owner/agent may have to drill out the renter's lock; renter will be notified beforehand.
5. **ACCESS:** Renter access to the premises may be conditioned in any manner deemed reasonably necessary by owner/agent to maintain order on the premises. Such measures may include, but not limited to, limiting hours of operation and requiring verification of Renter's identity. *The premises may be temporarily locked if weather or facility conditions are deemed unsafe for renters.*
6. **RIGHT TO ENTER:** Renter shall grant owner, owner's agents or the representative of any governmental authority, including police and fire officials' access to the premises upon three (3) days prior written notice to Renter. In the event Renter shall not grant access to the premises as required or in the event of an emergency, owner, owner's agents or the representatives of any governmental authority shall have the right to remove Renter's lock and enter the premises for the purpose of examining the premises and taking such other action as may be necessary or appropriate to preserve the premises, or to comply with applicable law or enforce any of owner's rights. *Suspected illegal activity will be pursued.*
7. **USE AND OCCUPANCY:** Renter agrees to use storage space only for the storage of property wholly owned by Renter. *Renter must disclose any lien holders with an interest in property while stored at this facility.* The lien holder's name, address, and phone number must be listed on this agreement. Property is stored under the supervision and control of the Renter. Owner/agent does not exercise care, custody or control over Renter's stored property. Nothing herein shall constitute any agreement or admission by owner that Renter's stored property has any value. No toxic or hazardous waste (per CERCLA) shall be stored in any unit at any time. *Any illegal property stored or habitation in any form are grounds for immediate eviction.*
8. **RULES:** Renter agrees to follow all rules now in effect or that may be put into effect from time to time. A signed Policy Letter & Renter Contract is required.
9. **ASSIGNMENT:** Renter shall not sublet or assign the storage space. The space may be shared; he/she who signs the agreement is responsible for rent payments and content's condition.
10. **NOTICES:** Except as otherwise expressly provided in this Rental Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid to the party so to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereon fully prepaid and addressed in accordance with the provisions hereof. Notices may also be sent by electronic means if that is the Renter's preferred method of contact.
11. **NOTIFICATION OF CHANGE OF ADDRESS:** In the event Renter shall change Renter's place of residence or emergency contact and address as set forth in this Rental Agreement, Renter shall give owner/agent written notice of any such change within ten (10) days of the change, specifying Renter's current residence, address and telephone numbers, and emergency name and address.
12. **RELEASE OF OWNER'S LIABILITIES:** All personal property stored within or on the leased premises by Renter shall be at Renter's sole risk. Owner and owner's agents shall not be liable to Renter or any damage or loss to any personal property while at the leased premises arising from any cause whatsoever including, but not limited to burglary, fire, water damage, mysterious disappearance, rodents, pests, Acts of God or the active or passive acts or omissions of owner or owner's agents. Owner negligence lawsuit is limited to
13. **INDEMNIFICATION:** Renter will indemnify, hold harmless and defend owner/agent from all claims, demands, actions or causes of action, (including attorney's fees and all costs) that are hereafter made or brought as a result of or arising out of Renter's use of the premises. This indemnity specifically includes, but is not limited to, all liabilities released of owner in paragraph 12.
14. **TERMINATION:** Renter may terminate tenancy by giving ten days' notice to owner/agent. Owner/agent may terminate/evict the Renter with 15 days' written notice. As a condition of such termination, and prior to the return of any deposit, Renter shall completely vacate the space, leaving it in good condition, reasonable wear and tear accepted, and allow owner to inspect the space, in Renter's presence upon request, to verify the final condition and content of the space.
15. **NO WARRANTIES:** Owner/agent hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises. Renter hereby acknowledges the Renter has inspected the premises and agrees that owner/agent does not represent or guarantee safety or security of the premises or of any property stored therein. The building and premises are insured at all times. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.
16. **ATTORNEY'S FEES:** IF FOR ANY REASON AN ATTORNEY IS OBTAINED TO ENFORCE ANY PART OF THIS AGREEMENT, RENTER AGREES TO PAY REASONABLE ATTORNEY FEES. ALL LEGAL PROCEEDINGS WILL BE HELD IN GRAND JUNCTION, COLORADO. NO LEGAL PROCEEDING SHALL INCLUDE A JURY.

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Policy Letter & Renter Contract

We welcome your business. Keep this as a reference of our policies as to the use and occupancy of your space.

Facility Hours: 7 AM – 7 PM Sep 16 – May 14 6 AM – 8 PM May 15 – Sep 15

1. Your rent of \$ _____ is due on the first day of each month. You paid first month's rent in the amount of \$ _____ and you have made a Damage & Disposal Deposit of \$ _____. Your monthly payment is considered delinquent if not received within 6 days of the due date. Your canceled check or your online confirmation is your receipt.
2. Are you active military? YES _____ NO _____
3. Late charges are assessed at 20% of rent if payment is not received by the 6th of the month.
4. If your payment is not received by the 10th day of the month, our lock may be placed on your unit and the claim or lien process may begin with all late charges in full effect after 30 days continuous non-payment. The unit is unavailable until full payment is received. Payments received after the 6th day of the month may require a money order or certified check.
5. A \$50.00 charge will be assessed for insufficient checks.
6. *Always keep your unit locked.*
7. We do not assume any liability for your goods and suggest that you contact your insurance agent for clarification. Many agents will add coverage for storage to your current insurance policy. Owner not responsible for personal injury.
8. Storage is for personal property only. Do NOT store any flammable, explosive materials, hazardous materials or toxic waste in units at any time. Use of the premises for habitation (including staying days and leaving nights), keeping of live creatures, items subject to freezing, perishables or contraband is strictly forbidden.
9. You must notify us within 10 days of your change of residence, mailing address, phone number and email address.
10. The speed limit within the facility is 5 miles per hour. Children must be inside or near your vehicle or rented unit for their safety. Owner/agent is not responsible for damage to your vehicle, trailer or any mobility device while on facility premises. *Animals may not be loose in the facility.*
11. We require 10 days' notice to vacate your space. Remove all your items, **leave the door down and unlocked**; then notify us of the vacancy. After inspection, your Damage & Disposal Deposit may be returned to you under the terms of the Agreement within 30 days of your vacancy. Owner/agent may evict Renter with 15 days' written notice unless #7 of the Facility Rental Agreement requires immediate eviction.
12. A \$25.00 fee will be assessed for your lock removal.

Thank you for your cooperation in these matters.

RENTER