

TERMS

Owner rents to and Occupant agrees to rent the space indicated herein or other space in premises that Occupant may additionally occupy or move to on the following terms and conditions. This Rental Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this Rental Agreement.

TERM: The term of this tenancy shall commence on the date the Rental Agreement ("Agreement") is executed and shall continue on a month-to-month basis, excepting the minimum rental term is three (3) months, unless other arrangements are made in writing. Vehicle storage requires a minimum of a one-year rental. Occupant agrees that Owner may charge Occupant's credit card and/or retain Occupant's deposit and overlock and deny Occupant's access to the space until the minimum rent has been satisfied.

RENT: Rent is due each calendar month ("Due Date") on the due date indicated, in advance and without demand or invoice. Owner reserves the right to require rent and other charges to be paid in cash, certified check, money order, or credit card and/or deny the use of certain credit cards. Owner may change the rent or terms by giving Occupant thirty (30) days' advance written notice at the mailing or email address herein. Any new rent shall become effective on next rent due date. If Occupant has made advance rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Acceptance of partial payments shall only be with written permission of Owner and shall not constitute a waiver of Owner's rights. Occupant agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the Colorado Self-service Storage Facility Act. We do not send monthly statements without special arrangements and additional charges. Payments are due in our office by 4:00 PM on the due date and payments received after 4:00 PM will be posted on the next business day. Postmarks will not be honored. No receipt is valid unless signed by the manager. Any check is required to be made payable to: Low-Cost Storage – Aspen with space number(s) on the check. Owner not responsible for improper posting without space number(s) written on check. A \$50 service charge will be made for all checks returned by your bank. Any person who writes a check which is dishonored for lack of funds is civilly liable and, under the law, can be sued for three (3) times the amount of the check. No prepayment of rent shall be refunded, except prepayments beyond the minimum term. No partial month's rent will be refunded.

DEPOSIT AND CONTRACT FEE: Owner may charge a non-refundable contract fee as indicated above upon executing this Agreement. Occupant shall pay a deposit in the amount indicated. Occupant agrees that Owner need not segregate this deposit from other funds, and no interest shall be paid while the funds are held. Owner shall diligently attempt to return the security deposit within thirty (30) days after Occupant vacates the storage space on the terms as provided in this Agreement. Owner may withhold amounts from deposit to compensate for cleaning storage space, unpaid rent, lack of notice, or any other charges due and unpaid when Occupant vacates, abandons, or otherwise loses possession of the storage space. Your rent must be paid in cash or credit card when you move out. Your space must be left clean and undamaged to receive a security deposit refund. Security deposits cannot be used for payment of any rent when vacating. You must give a 30-day written notice in advance of due date, when vacating, to receive security deposit refund.

LATE CHARGES AND OTHER FEES: Occupant agrees to pay Owner the statutory late fee of \$10.00 for monthly rent up to \$99.00 or 15% for monthly rent of \$100.00 or more if rent is received five (5) days after the due date. Occupant agrees to pay Owner \$50 for any dishonored check or rejected credit card. Further, Occupant agrees to pay Owner a \$20 fee for preparation, printing and mailing of each Lien letter and a \$50 fee for labor, materials, and costs to advertise Occupant's property for auction. Occupant agrees to pay \$15 for each fifteen minutes that Occupant stays on premises beyond posted access hours.

TERMINATION: A thirty (30) day written notice is required by one party to the other party to terminate this tenancy. Occupant must leave the space in good condition and broom clean. Occupant is responsible for all damages to the individual space or common areas. Occupant agrees to pay Owner a \$50 fee for labor to remove ANY trash left behind in space, on premises or placed in premises trash bins. All items belonging to Occupant must be hauled away from premises by Occupant. Premises trash bins are for the use of Owner only and not to be used by Occupant.

DENIAL OF ACCESS AND OCCUPANT ACCESS: When rent or other charges remain unpaid for five (5) consecutive days, Owner may deny Occupant access to the rented space or the premises. At any time, Occupant's access to the space or the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one space at any given time, default on one rented space shall constitute default on all rented spaces, entitling Owner to deny access to Occupant to all rented spaces as a result of the cross-collateralization of the rented spaces and leases. If your space is overlocked because of delinquency, the manager has 24 hours within which to remove the overlock. Do not ask the manager to remove it immediately.

WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either Owner against Occupant or Occupant against Owner on any matter arising out of or in any way connected with this Agreement, Occupant's use or occupancy of the storage space or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation.

CLAIMS: Any claims, suits or defenses to any suit by Occupant that arise out of this Agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property shall be barred unless Occupant commences an action within 12 months after the date of the acts, omissions, or inaction that give rise to such claim, suit or defense.

OWNER NOT A BAILEE: Occupant acknowledges that Owner has not been advised as to the type, nature, or value of Occupant's property. Owner is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Owner does not exercise care, custody, or control over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any other irreplaceable items having special or sentimental value to Occupant. Occupant waives any claim for damages resulting from pain, suffering, emotional or sentimental attachment to the stored property.

LIMITATION OF VALUE and RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: Occupant agrees not to store property with a total value more than \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any specific value, nor shall anything alter the release of Owner's liability set forth below. All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, vermin, animals, mold, mildew, Acts of God, Owner, its employees' or agents' operation of equipment, moving or transporting Occupant's or Occupant's agents' or guests' property, or the active or passive acts of omission or negligence of the Owner, Owner's agents or employees.

HAZARDOUS, TOXIC, DANGEROUS MATERIALS PROHIBITED; OCCUPANT USE: Occupant shall not cause or permit any hazardous substance to be stored, used, generated, or disposed of on or in the premises by Occupant, Occupant's 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, consultants and expert fees, arising during or after the Lease Term and arising as a result of that contamination by Occupant. Without limitation of the foregoing, if Occupant causes 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 substances on the premises. Owner may enter the storage space at any time, without notice, to investigate for, remove and dispose of prohibited items. The space is to be used for "Dead Storage" only. No appliances, power tools, smoking, fire, heating applications, repair or assembly work is permitted at any time. No smoking inside buildings. You cannot store flammables or toxic materials. It is unlawful to use the premises and space as a residence. No one is permitted to remain in the space after posted hours or after the hours of 7pm. Any suspected illegal activity, or storage of illegal substance, will immediately be reported to the Police.

OCCUPANT INSURANCE REQUIRED: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. 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. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this 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 Owner. Owner's agents, or employees for loss of or damage to stored property. IN LIEU OF MEETING THE INSURANCE REQUIREMENT SET FORTH ABOVE, OCCUPANT CAN PARTICIPATE IN THE OWNER'S PROTECTION PLAN, IF OFFERED. UNLESS OCCUPANT PROVIDES OWNER WITH PROOF OF INSURANCE COVERING THE OCCUPANT'S PROPERTY DURING THE TERM OF THE TENANCY OR PARTICIPATES IN THE OWNER'S PROTECTION PLAN, OWNER RESERVES THE RIGHT TO AUTOMATICALLY ENROLL OCCUPANT IN THE OWNER'S PROTECTION PLAN WITH AT THE LIMITATION OF VALUE STATED HEREIN AT THE STANDARD ADDITIONAL RENT CHARGE OF THIS VALUE, FOR SUCH PROTECTION THEN IN EFFECT UNDER THE OWNER'S PROTECTION PLAN. OCCUPANT ENROLLMENT IN THE OWNER'S PROTECTION PLAN CAN BE CANCELLED AT ANY TIME IF OCCUPANT PROVIDES EVIDENCE OF THIRD-PARTY INSURANCE COVERAGE FOR ITS STORED PROPERTY.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant, or Occupant's guests or agents for injury or death resulting from Occupant's or Occupant's guests' or agents' use of the storage space, the self-storage facility, or operation of equipment or fixtures installed by Owner, even if such injury is caused by the active or passive acts of omission or negligence, or faulty installation of the Owner, Owner's agents, or employees.

SNOW & ICE MANAGEMENT: The premises is prone to icy, slippery, and dangerous conditions. Occupant is responsible for their own snow and ice management and abatement and uses the premises at their own risk.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions, or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's, Occupant's agents' or guests' use of the storage space and common areas, including claims for Owner's active negligence. If Occupant is acting on behalf of a third party owner of property stored in the Space, the third party owner of the property assumes all liability and responsibility for those acting on its behalf and Occupant and third party owner indemnifies the Owner of the Facility from the acts and omissions of its agents.

RULES AND REGULATIONS: Owner shall have the right to establish and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect by Owner from time to time and to become part of the Terms hereof. Obey all speed limits. **Children and pets must remain in your vehicle.** Vehicles must only be parked for loading only and only in front of Occupant's space with room for other vehicles to pass.

OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner's agents, or representatives of any governmental authority, including police and fire officials, access to the storage space upon two (2) days' advance written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the premises without notice to Occupant, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law or to enforce Owner's rights.

SECURITY OF SPACE: Owner may use an electronic lock system which is not burglar proof or guaranteed security. Occupant should additionally provide their own lock for the storage space, which Occupant deems sufficient to secure the space. Owner may, but is not required to, secure the space if it is found open or unlocked. **Always lock your storage space door when leaving.** Guard your access information carefully. Anyone with a key or access to your storage space or your access information will be presumed to be authorized to enter your storage space. Anyone you allow access can empty your storage space or take items without your permission.

PROPERTY LEFT ON THE PREMISES: Owner may dispose of any property left on the premises by Occupant after Occupant has terminated his or her tenancy. It shall be presumed that any items left outside an Occupant's space is trash and may be disposed of by Owner at Occupant's expense. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

NOTICES: All notices required by this Agreement shall be sent by first class mail postage pre-paid to Occupant's last known address OR via e-mail. Occupant agrees that any such notice is conclusively presumed to have been received by Occupant three (3) days after mailing or in the case of e-mailing, the same day, unless returned to Owner by the U.S. Postal Service or notified of a failed e-mail delivery. All statutory notices shall be sent as required by law. By providing an e-mail address, Occupant affirmatively consents to the delivery of notices via e-mail. Occupant agrees to promptly advise in writing Owner of any change in Occupant's address or e-mail address. Occupant agrees to notify Owner in writing if Occupant elects to opt out of email correspondence.

NO WARRANTIES AND NO ORAL AGREEMENTS: No expressed or implied warranties are given by Owner, Owner's agents, or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

CONDITION OF SPACE: Occupant accepts the rented space "AS IS" including existing access controls, lighting, construction design, or security of same under any circumstances. Owner does not promise safety or security of persons or property on the premises, and Owner has no duty of safety or security of same under any circumstances. Video cameras may be non-operational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Occupant understands that all space sizes are approximate and enters into this Agreement without reliance on the estimated size of the space.

CHANGES: All terms of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges, are subject to change at the option of the Owner upon thirty (30) days' prior written notice to the Occupant.

CLIMATE OR TEMPERATURE CONTROL: Occupant understands that spaces within the Facility offered or represented as "climate controlled" may be only heated and/or cooled. Climate controlled spaces are heated and cooled depending on outside temperature. Even wine storage spaces do not provide constant internal temperature or humidity control and Owner does not warrant or guarantee temperature or humidity ranges in the space or at the Facility. Within climate-controlled spaces, there is a risk of mold and/or mildew, particularly if damp or wet property is brought into the space. Occupant agrees and acknowledges that Owner is not liable for the growth of mold or mildew on stored property. Systems that are used to provide heating and cooling and refrigeration do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the space may not be heated or cooled at all. Occupant shall store their property within the space solely at their own risk.

POWER AND LIGHTING: If power or lighting is provided, no alteration of power or lighting is permitted within your space and any alterations may result in termination of this Agreement, loss of right to rent space, to utilize premises, loss of security deposit and any advance paid rent. Each space has allocated 15 to 20 amps of power. Occupant is not to use devices or equipment that utilize greater than or surge higher than this amperage. Repeated use and/or tripping of the breaker to the space will result in a \$25 per time charge for manager to reset the breaker. Owner is not responsible for damages to Occupant or those having access, resulting from power outages or breaker or electrical equipment failure, even if it is the fault of Owner or his representatives. No electric heaters or air-cooling equipment is permitted within the space.

MAILBOX /PACKAGE AND WINE RECEIVING: Occupant agrees that the Owner is not responsible and or held liable for mail, package or wine receiving, including damage in handling, loss, misdirection, or missing or stolen items. If an item delivered is oversized and does not fit within Owner's standard mailbox and Occupant has not enrolled in and paid for package receiving services, Owner may reject and/or return to sender any oversized package or automatically charge for package received or enroll Occupant in Owners package receiving services. To receive wine Occupant must be enrolled in Owner's wine receiving services. If wine is received and Occupant is not enrolled in Owners wine receiving services, Owner may reject package, charge for individual package and or automatically enroll Occupant in Owner's wine receiving services and charges. Any wine received on Occupant's behalf will be placed in Owner's holding bin at Occupant's risk. Any wine not removed from Owner's holding bin within 10 days by Occupant will incur additional charges.

SPACE ALTERATIONS: No alterations are permitted to any floors, ceilings, or walls and nothing is to be hung or attached to any floors, ceilings, or walls without Owner's permission. No freestanding mezzanine or shelving shall be constructed inside a space without Owner's permission and the payment of additional rent. Only premade or prefabricated shelving units are permitted within a space.

VEHICLES: Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. Occupant agrees to pay any charge Owner levies for such overnight vehicle storage without permission. Any vehicle stored will only be allowed in the space allocated and referred to in this Agreement by addendum. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. IN THE EVENT THAT ANY MOTOR VEHICLE REMAINS STORED IN THE SELF-STORAGE SPACE AFTER TERMINATION OF THIS AGREEMENT OR UPON OCCUPANT'S DEFAULT FOR SIXTY (60) DAYS, AND IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES AVAILABLE TO OWNER, OWNER IS AUTHORIZED TO CAUSE SUCH VEHICLE TO BE REMOVED BY A PERSON REGULARLY ENGAGED IN THE BUSINESS OF TOWING VEHICLES, WITHOUT LIABILITY FOR THE COSTS OF REMOVAL, TRANSPORTATION OR STORAGE OR DAMAGES CAUSED BY SUCH REMOVAL, TRANSPORTATION OR STORAGE. OCCUPANT ACKNOWLEDGES THAT HE OR SHE HAS PERSONALLY BEEN GIVEN NOTICE THAT THE VEHICLE IS SUBJECT TO REMOVAL AT THE OCCUPANT'S EXPENSE. OWNER SHALL INCUR NO LIABILITY TO OCCUPANT FOR CAUSING THE VEHICLE TO BE REMOVED PURSUANT TO THIS SECTION.

RELEASE OF INFORMATION & COMMUNICATION: Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts. Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Occupant with marketing and/or other business-related communications, including collection notices.

MILITARY SERVICE: If you or your spouse is on active military duty status you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If you are a Service Member, and you are transferred or deployed overseas on active duty for a period of 180 days or more, you must notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.

HOLDING OVER: Upon termination of this Agreement, Occupant shall remove all of Occupant's personal property from the space unless such property is subject to Owner's lien rights as referenced in this Agreement and shall immediately deliver possession of the space to Owner in the same condition as delivered to Occupant on the commencement date of this Agreement, reasonable wear and tear excepted. Holding over after termination shall be construed as a tenancy at sufferance at the rental rate and on the same terms and conditions herein specified, or as such may be modified pursuant to this Agreement.

ARBITRATION: In the event of any dispute between the parties, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Owner and Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, Owner and Occupant agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.

ATTORNEYS' FEES: In the event either the Owner or the Occupant retains the services of an attorney to recover any sums due under this Agreement, for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by either party, the Owner and Occupant agree that the maximum recovery for attorneys' fees incurred in any such action shall not exceed and shall not be recoverable from the other party in an amount greater than \$1,000.00.

OWNER'S EMPLOYEES: In the event Occupant requests any of Owner's employees to perform any services for Occupant, it shall be done at Occupant's own risk and such employee will be deemed to be the Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Owner is not liable for any injury or death to its employees who perform any services for Occupant at Occupant's request. Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrences of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances. Occupant further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of this Agreement by Owner.

VEHICLE STORAGE

As a condition to storing any motor vehicles, boats or trailers at the storage facility, Occupant agrees to follow all of the following conditions, including the minimum rental period as stated above:

PROOF OF OWNERSHIP AND REGISTRATION: Prior to parking any vehicle, boat or trailer, a copy of the title and/or registration must be provided to the Owner. All vehicles, boats, and trailers must be titled and/or currently registered to Occupant. Occupant shall not be permitted to bring the vehicle, boat, or trailer onto the Premises until the necessary documentation is provided to Owner. Occupant must immediately notify Owner of any change in the vehicle, boat or trailer stored in the Space and must provide updated and current title and/or registration for such vehicle, boat or trailer.

OWNER'S RIGHT TO TOW: In addition to any other remedy, Owner has the right to have the vehicle, boat or trailer in the Space indicated above towed from the Premises, or moved to another location on the Premises, even if that location of towing or moving is uncovered, if rent is not paid for 60 or more days. The vehicle, boat or trailer shall be towed from the Premises or moved by a towing company authorized in the county and state where the facility is located. Prior to having the vehicle, boat or trailer towed, Owner will mail or email notice to Occupant at the address provided in this Agreement or in a written change thereto. Notice shall be deemed delivered when deposited with the United States Postal Service, postage pre-paid or sent by electronic mail.

OWNER'S LIEN: In addition to the statutory lien that Owner has upon the vehicle, boat or trailer, Occupant grants Owner a contractual lien on the parked vehicle, watercraft, or trailer. Owner may enforce the lien by sale of the vehicle if rent and other charges remain unpaid for sixty (60) or more days. Prior to sale, Owner will send Occupant notice of sale by first-class mail or e-mail to the address provided by Occupant in this Agreement or in a written change thereto. The sale shall be conducted in a commercially reasonable manner. This contractual lien is in addition to the Owner's right to have the vehicle towed and the statutory lien or other remedy provided by law.

INSURANCE OBLIGATION: Occupant agrees to maintain, at Occupant's sole expense, a policy of comprehensive physical damage coverage for the full value of Occupant's vehicle, boat or trailer. Insurance on Occupant's vehicle, boat or trailer is a material condition of this Agreement and is for the benefit of both the Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to the vehicle, boat or trailer that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such coverage shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to any vehicle, boat or trailer.

WAIVER OF LIABILITY FOR DAMAGE TO VEHICLE, BOAT OR TRAILER: Occupant's vehicle, boat or trailer is parked at Occupant's sole risk. Owner, Owner's agents and employees shall not be liable to Occupant for loss of or damage to Occupant's parked vehicle, boat, trailer or the property within the vehicle or boat arising from any cause whatsoever including, but not limited to, theft, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of Owner, Owner's agents or employees.

RELOCATION: In the event of an emergency or to make repairs, Owner shall have the right to move Occupant's vehicle, boat or trailer to another part of the Premises, even if the new location is uncovered. The vehicle, boat or trailer may be relocated, towed or impounded at Occupant's expense, if it is not correctly parked within the boundaries of the Space designated above, if Occupant parks a vehicle, boat or trailer other than the one described in this agreement, or violates rule posted by Owner.

MAINTENANCE PROHIBITED: Occupant shall not perform any maintenance, repairs or dismantling of the vehicle, boat or trailer at any time on the premises. Extra gasoline, diesel, oil or any other hazardous materials may not be stored in the vehicle or boat while on the Premises.

AUTHORIZED ENTRY: Any person with a valid gate number and a key to the vehicle or boat is presumed to have Occupant's authorization to remove the vehicle, boat or trailer from the Premises.

VALET OR OTHER INCIDENTAL SERVICES; PERFORMANCE OF ANCILLARY SERVICES

Occupant agrees and understands that the Owner may offer valet and other ancillary services, as further described below. By using any Valet Service, other ancillary service or amenity offered by Owner, Occupant agrees and acknowledges that it hires the Owner to provide the following service separate and apart from any rental of the above-mentioned Storage Space and on the following terms and conditions:

POSSESSION: Owner shall take temporary possession of, transport, and park or place Occupant's Stored Property, as defined below, on the Storage Space rented by Occupant from Owner pursuant to the Rental Agreement referred to above or elsewhere on the Owner's Premises ("Valet Service").

STORED PROPERTY: Shall be defined to include, without limitation, any automobile, motor home, mobile home, house trailer, boat or boat trailer, or vessel or vessel trailer as Occupant have described in this Agreement. Occupant shall immediately notify Owner of any change in the Stored Property.

WAIVER AND RELEASE OF FACILITIES LIABILITY FOR PROPERTY LOSS/DAMAGE: Valet Service rendered to Occupant shall be at Occupant's sole risk, and that neither Owner nor any agent or employee of Owner shall be liable for, and Occupant fully and completely releases and discharges them from, any and all loss of, or damage to, any such Motor Vehicle, by whatever reason or cause, or to any other person's personal property, arising from Owner's performance of such Valet Service, even including whether active or passive acts, omissions, or negligence of Owner or Owner's agents or employees, and Occupant waives all such liability as might otherwise arise of Owner, its agents and/or employees, but for this paragraph. Occupant fully and completely releases and discharges the Owner and the Owner's agents and employees from any and all physical, bodily, emotional or mental personal injury, suffering or death sustained by Occupant or by any other person as a result or consequence of Owner performing such Valet Service for Occupant, including, but not limited to, any active or passive acts or omissions, or negligence, of Owner, or of any of Owner's agents or employees, and Occupant waives all such liability as might otherwise arise of Owner, its agents and/or employees, but for this paragraph.

INDEMNITY FOR PROPERTY LOSS/DAMAGE: Occupant shall fully and completely indemnify Owner, and to hold Owner free and harmless from, and to defend Owner against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations, however occurring, hereafter made, or brought, by any person, including by Occupant, for any loss of, or damage to, any personal property claimed as a result of, or arising out of, such Valet Service performed by Owner.

WAIVER AND RELEASE OF OWNERS LIABILITY FOR BODILY OR PERSONAL INJURY, SUFFERING OR DEATH: In addition to any monetary or other consideration provided by Occupant to Owner for such Valet Service, such Valet Service rendered to Occupant shall be at Occupant's sole risk, and that neither Owner nor any agent or employee of Owner shall be liable for, and Occupant fully and completely releases and discharges them from, any and all physical, bodily, emotional or mental personal injury, suffering or death sustained by Occupant or by any other person as a result or consequence of Owner performing such Valet Service for Occupant including, but not limited to, any active or passive acts or omissions, or negligence, of Owner, or of any of Owner's agents or employees.

INDEMNITY FOR BODILY OR PERSONAL INJURY, SUFFERING OR DEATH: Occupant shall fully and completely indemnify Owner, and to hold Owner free and harmless from, and to defend Owner against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations, however occurring, hereafter made, or brought, by any person, including by Occupant, for any physical, bodily, emotional or mental personal injury, suffering or death claimed as a result of, or arising out of, such Valet Service performed by Owner.

MATERIAL CONDITION: Each and all of the Releases of Owner's liability, and the indemnity and hold-harmless provisions, set forth above, is/are a material condition of Owner's entering into this Agreement agreeing to perform such Valet Service, and that were Owner not released from liability and indemnified and held harmless by Occupant, as set forth herein, Owner would not have entered into this Agreement and would not have agreed to perform, and would not have performed, such Valet Service.

INSPECTION AND RELOCATION: Occupant will provide Owner with the means to enter Occupant's Vehicle, and Owner may enter the Vehicle for the purposes of Valet Services or for the purposes of inspection or relocation of the Vehicle within or outside of the Owner without prior notice to Occupant whenever Owner needs to relocate the Vehicle, believes that any hazardous condition or nuisance has been created, or is occurring in the Vehicle, or in any situation constituting an emergency, or inspections by governmental authorities. In the event Owner discovers any hazardous material or controlled substance not permitted under the terms of this Agreement, then Premises may immediately remove and dispose of such property, and take action to remedy such condition, without notice to Occupant, and at Occupant's expense. Additionally, Occupant agrees and understands that Owner shall be required to move the stored Vehicle from time to time and waives any and all claims for loss or damage to the Vehicle during any such relocation. Occupant agrees and understands that the Owner must retain the keys to the Vehicle during the Rental Term in the event that the Vehicle is to be moved, parked or staged for departure from the Premises. Occupant agrees and understands that notwithstanding the Owner's retention of keys for the Vehicle, the Occupant releases the Owner from any claims, demands, losses or expenses (including attorneys' fees) for any loss or damage to the Vehicle including those arising from the active or passive acts, omissions or negligence of the Owner or Owner's agents. Notwithstanding the foregoing language in this provision, no bailment is created by this Agreement.

RULES, CHANGES, OCCUPANT'S RISK, NO GUARANTEES: Any and all amenities (which, for purposes of this Agreement, include Valet Service) may be utilized only in compliance with the Premises' published rules and fees for such use, which are deemed incorporated in and a part of this Agreement and are subject to change by Owner from time to time. Use of any amenity, Valet Service, or other incidental service is solely at Occupant's risk. No warranty of any kind, including warranty of suitability to a particular purpose, is made as to any amenity. Owner does not guarantee the continuity of any provided amenity and shall have no liability for interruption of any service. Monthly fees for use of amenities, if any, must be paid whether or not Occupant utilizes them in that month. Owner reserves the right to terminate any amenity being provided without notice to Occupant. Occupant shall be liable for any damage to property or costs occasioned by Occupant's use or misuse of any amenity.

ADDITIONAL PROVISIONS: OWNER shall have the right, in its absolute and sole discretion, to decline or refuse to perform Valet Service for any Occupant. Any services performed by Owner in addition to such Valet Service shall be separately charged by Owner. Occupant must provide at least twenty-four hours' advance notice (business day) to Owner to perform Valet Service for Occupant or extra charges may apply.

Below is information on an insurance company that may insure property stored with Low Cost Storage. Mini Co is not affiliated Nor are we compensated for suggesting Mini Co. We make no representation as to the quality of coverage or competitive rates by Mini Co. There are other insurance companies, possibly including homeowner's or your business insurance company, that may insure property stored with Low Cost Storage.



Customer Storage Insurance TOLL FREE 800-544-6464

TenantOne Limits	TenantOne Monthly Premium
\$1,000	\$5
\$2,000	\$8
\$3,000	\$12
\$4,000	\$16
\$5,000	\$20
\$6,000	\$24
\$7,000	\$28
\$8,000	\$32
\$9,000	\$36
\$10,000	\$38
\$11,000	\$42
\$12,000	\$45
\$13,000	\$49
\$14,000	\$50
\$15,000	\$54

Low Cost Storage **Value Protection Plan**

This is not a contract of insurance and the facility operator is not an insurance company.

Customer: _____ Space #: _____ Date: _____

Pursuant to the terms and conditions of your Rental Agreement, Low Cost Storage - Aspen ("Owner") is not liable for the loss of or damage to its Occupant's stored goods. As the Occupant your goods are stored at your sole risk and you must insure your personal property while it is on the premises. Owner is offering this Value Protection Plan as an option that and offers reimbursement to you for certain losses.

_____(initial) I do not wish to participate in the Value Protection Plan. I understand that Owner shall not be liable for loss of or damage to my stored property from any cause, including the owner's negligence or other failures by the owner to fulfill the legal obligations that would otherwise be applicable. I acknowledge that I am required to insure my personal property while it is on the premises. Within 5 days of this agreement, I will provide the owner with a copy of an insurance certificate naming Low Cost Storage as an additional insured on my insurance policy. If I fail to provide the insurance certificate as required, I authorize the Owner to enroll and charge me for the additional rent for the \$5,000 level of this Value Protection Plan.

_____(initial) I wish to participate in the Value Protection Plan and agree to pay the additional Monthly rent as indicated below for the STATED LIMIT indicated.¹

Limit	Additional Rent	Initial Choice
\$1,000.00*(1)	\$5	
\$3,000.00	\$12	
\$5,000.00	\$20	
\$8,000.00	\$32	

*(1) available for Storage Lockers or Wine "Cubbys" only)

1. The Value Protection Plan: If you purchase the Value Protection Plan, Owner shall retain a portion, rather than extinguish, its liability as imposed by law. The liability of the Owner under this agreement shall be limited to loss or damage that occurs, as a result from the Owner's negligence or resulting from the acts or omissions for which the Owner is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner will accept liability only up to the limit selected for actual physical loss of or damage to your stored property caused only by: a) Fire, smoke, lightning, explosion, windstorm, hurricane, tornado, water damage (damage caused by flood is not covered), b) Theft, vandalism, malicious mischief (thefts and vandalism need to show forcible and violent signs of entry into a securely locked space and must be accompanied by a police report), c) Subsidence, building collapse, falling objects, weight of snow, ice or sleet, d) Impact of aircraft or vehicles, e) Moth, insect, rodent, or vermin (up to \$500 only)

2. Limit: The most the Owner will pay for loss or damage to your stored goods under the Content Protection Plan is the STATED LIMIT above. The Owner has no liability for loss of or damage to Occupant's stored goods beyond the STATED VALUE agreed to by Owner under the limit of Value Protection Plan purchased by you. If a plan Initial Choice is not checked above the limit of coverage shall be the additional rent charged but not to exceed the largest limit shown above.

1. If Occupant selects a STATED LIMIT that exceeds the \$5,000 Limitation of Value contained in Occupant's Rental Agreement, Owner agrees to increase the Limitation of Value provision to the STATED LIMIT provided in Occupant's Value Protection Plan. However, Occupant agrees that if Occupant allows the Value Protection Plan to lapse for any reason, then the \$5,000 limitation of value provision contained in the Rental Agreement shall be reinstated and the STATED LIMIT provided in this Addendum shall be deemed null and void. Further, **nothing in this Addendum shall constitute any agreement or admission by Owner that Occupant's stored property has any value.**

3. Property Owner Will Not Pay to Repair or Replace: The Owner will not pay for loss of or damage to property that is in the open and not in a locked fully enclosed storage space; will not pay for accounts, bills, currency, deeds, evidence of debt, securities, money, or notes or for any property you are not permitted to stored under the terms of the rental agreement; collectibles, jewelry, watches, precious or semi-precious stones, furs, antiques, works of art, animals, stolen goods or contraband. The Value Protection Plan does not cover motor vehicles, boats or other property if stored outdoors.

4. Mysterious Losses: Owner will not pay for any losses resulting from unknown or mysterious causes.

5. The Owner Will Not Pay for Damage to Occupant's Stored Property Caused by any of the following: flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump or drives; moths, insects, rodents or vermin in excess of \$500; mold, mildew, or wet or dry rot; terrorist attack, war or military action; riot, strike, civil commotion, earthquake or volcanic eruption; including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical contamination

6. The Amount Owner Will Pay if there is a Loss: For any single Owner's Liability Event, Owner will pay the Occupant the lesser of the actual amount you reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. In no event will Owner pay more than the limit stated in paragraph 2 or accept or be responsible for liability for more than one claim for loss, of the same nature more than once, nor for more than one space, no matter how many spaces the Occupant has property stored. If occupant has other insurance that applies, the other insurance shall be used first and this value protection plan shall only apply to any amounts the other insurance does not cover, not to exceed the limits shown above.

7. Failure to Pay Rent: If rent is not received within term of the rental agreement before rent is deemed late, Occupant's participation in the Protection Agreement shall terminate and Owner shall not be liable for loss of or damage to Occupant's stored property from any cause whatsoever. At Owner's sole discretion, Occupant's participation in the Protection Agreement may be reinstated upon payment of all rent and other charges due and owing.

8. Participation Termination: Customer may cancel participation in this plan upon ten (10) days written notice to Owner and evidence that the Customer has purchased insurance, as required by the rental contract. Owner may cancel this plan upon thirty (30) days written notice to Customer.

9. Time limit for notice and submission of claim paperwork: Notice of loss and/or damage must be made to Owner at the time of the discovery of loss or damage to your property or at the time of the removal of your property from the unit, whichever is the soonest. Occupant must complete and submit all pertinent claims paperwork within 30 days of discovery date for loss to be reviewed and covered. If Occupant fails to submit all paperwork within 30 days, then a claim will not be opened, and no payment will be made.

10. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this addendum are in effect and binding on both Owner and Occupant and are incorporated by reference herein.

NOTICE: This limited retention of liability is not an insurance policy and the Owner is not an insurance company. The owner shall perform the obligations described in this Agreement. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.

Customer Name: _____

Customer Signature: _____

Date: _____

Low-Cost Storage

BANK DRAFT AUTHORIZATION FORM

Unit # _____, _____, _____

I authorize **Low-Cost Storage** to debit my bank account for:

Please choose all that apply:

- One Time Charges, 1st month's rent, deposit & other charges \$ _____
- Monthly Charges (once any prepayment has been used, if any) \$ _____
- Other _____ \$ _____

Bank Name: _____

Bank Routing Number: _____

Bank Account Number Account # _____

*I agree to hold Low-Cost Storage and its agents harmless from liability from its activities in connection with such transaction. I also understand that should payment be denied, I will be responsible for the late fees outlined in my lease agreement and a **\$25 re-processing fee will be automatically added to my account.***

Printed Name

Signature

Date

Attach a Voided and Unsigned Copy of Your Check Below (or provide us a copy):

Low Cost Storage

CREDIT CARD AUTHORIZATION FORM

I, _____ (your first and last name)

Address: (the address of your credit card which may be different from the address given on the rental agreement)

Street City State Zip Code

hereby authorize **Low Cost Storage** to debit my **(Please Circle one)**

Visa MasterCard Amex

Account # _____ Exp Date _____ CVS _____

To be applied to Unit # (s) _____; _____; _____; _____.

Please choose all that apply:

- One Time Charges, 1st month's rent, deposit & other charges \$ _____
- Monthly Charges (once any prepayment has been used, if any) \$ _____
- Other _____ \$ _____

I agree to hold Low Cost Storage and its agents harmless from liability from its activities in connection with such transaction. I also understand that should payment authorization be denied, I will be responsible for the late fees outlined in my lease agreement and a **\$25 re-processing fee will be assessed to my account.**

Cardholder Signature

Date

Cardholder's Name (printed)