

AA Affordable Storage Lease

P. O. Box 656 Frederick, Colorado 80530

www.aaafford.com

303-833-0692

NOTICE: All personal property, including vehicles, stored under the terms of this agreement will be subject to a claim of lien for unpaid rent and other charges as authorized by Colorado Statutes and may be sold or otherwise disposed of to satisfy the lien if the rent or other charges due remain unpaid for 30 consecutive days. Occupant, also known as Tenant, must disclose to Landlord, also known as Owner, in writing any lien-holders with any interest in the property that is or will be stored in this storage facility.

Unit # _____ Size _____ x _____ Gate Access Code _____ #

Monthly Rent \$ _____ - - - - x _____ months = \$ _____

Security Deposit - - - - - \$ _____

Prorated Amount to the end of the month - - - - - \$ _____

Amount Paid Today - ☐ CC ☐ IPN ☐ Cash or ☐ Check # _____ \$ _____

Lease dated _____, 20 __, between: **AA Affordable Storage** (Landlord) and

_____ (Tenant)

First Name Last Name

(Anniversary)

Due date: _____, 20 __

Company Name

Expected Stay: ☐ months

Mailing Address

_____ State _____

City State Zip

SSN _____

Email Address

Primary Phone _____ ☐ OK to text

☐ Tenant or family member is an active member of the **military**

Alt. Phone _____ ☐ home ☐ office

Emergency Phone _____

☐ Tenant shall provide Landlord with the names of any **Lien-holders** and the items under lean in **a separate attachment to this Lease**

Emergency Contact _____

☐ Attachment

☐ spouse ☐ relative ☐ other

Monthly Rent, Default Fees, Due Date

Tenant shall promptly pay said Monthly Rent payable to AA Affordable Storage in advance on or before the **Anniversary date (Due Date)**. We do not send out monthly statements. The Monthly Rent and Default Fees may be changed at any time by giving written notice to Tenant at the address provided above, fourteen days before the Due Date.

Default Fees

If all rent due is not paid on or before the Due Date, Tenant agrees to pay fees in accordance to the following schedule:

Late fee, 5 days late after Due Date

\$10.00

Interest on any unpaid balance

1.5% / month

Over-lock fee when in default for 30 days or more

\$15.00

Cut lock fee when in default or upon request

\$25.00

Inventory and lien enforcement fee

\$75.00

Cleanup fee minimum

\$30.00 minimum plus \$15/hour labor

Returned check fee

\$35.00

Borrowed facility lock if not returned with keys

\$20.00

PayPal transaction fee (if free transaction option is not selected)

3%

Tenant Initials _____

Termination

A fifteen (15) day written notice by Landlord or Tenant to the other will terminate the tenancy. The Space will be left broom clean and in good condition. Tenant is responsible for all damages to the Space. Refer to conditions for the return of the security deposit mentioned above.

Space

Tenant accepts the Storage Space ("**Space**") as being broom clean and in good condition and upon vacating space, will pay Landlord for necessary repair or cleanup due to negligence or misuse while under Tenant's control. Tenant may not, in any form, alter the inside nor outside of the Space. Size of the Space is approximate and there is no abatement or adjustment in rent if the Space is smaller or larger than declared.

Security Deposit

Receipt is hereby acknowledged of said **security deposit** for the faithful performance of all the terms and conditions of this lease. Under no circumstances is the said security deposit to be construed as rent, and Tenant shall not be entitled to any interest on same. Landlord is authorized to place security deposit in an interest bearing account with interest accruing to Landlord.

The security deposit will be returned to Tenant only upon the occurrence of all the following conditions:

- All rent due plus any outstanding fees paid in full: Tenant shall not withhold payment of the last month's rent or any portion thereof on grounds that the security deposit serves as security for the unpaid rent.
- Fifteen (15) days advance written notice of vacating the Space given to Landlord
- Space is left unlocked, broom clean and in good condition (normal wear and tear excepted)

Security deposit will be returned within thirty (30) days of terminating this lease and after the above conditions have been met. Failure for Tenant to comply with the above conditions shall be deemed a breach of contract and shall constitute the forfeiture of the security deposit.

Self-Service Storage Facility Lien

In accordance with Colorado Statutes (CRS 38-21.5), the lien attaches from the date the personal property or vehicle is brought to the self-service storage facility and continues so long as it remains in the facility. After the Tenant has been in default continuously for a period of thirty days, the Landlord may begin enforcement action. Any notice made pursuant to this section shall be presumed delivered when it is deposited with the United States postal service with postage and properly addressed or sent by e-mail to the last known address.

Occupancy

Tenant has exclusive control of the Space during the term of this agreement; may only store personally owned property or vehicle; shall not assign or sublet Space to any other person; shall keep the Space locked and all items inside the unit at all time. Tenant agrees that in no event shall the total value of all property stored be deemed to exceed \$2,000. In the event Tenant's stored goods exceed the value of \$2,000, Tenant agrees to notify Landlord of the actual value of stored property. Autos, mowers, tillers, snow blowers, etc., should have fluids drained to a reasonable level by Tenant prior to storage. The Space is subject to large temperature fluctuations which may cause damage to certain stored items; Tenant agrees to inspect Space at least once a year. In any event, Landlord's liability shall not exceed \$1,000. Any damage caused by animals such as mice and prairie dogs or damage caused by acts of nature are not Landlord's responsibility. No pets or animals may be brought into the Facility or be permitted outside of Tenants' motor vehicle.

Hazardous Substances

Tenant shall not store food, feed, controlled substances or any hazardous substances in the Space such as, but not limited to: petroleum products, gasoline, diesel fuel, kerosene, natural-gas liquids, flammable liquids, paints, paint thinner, other material deemed to be hazardous, dangerous, toxic, or a pollutant under federal, state, or local law, code, ordinance or regulation.

Abandoned Items

All items stored under this lease agreement, left in or around the Space by the Tenant upon termination of the lease for any reason shall be disposed of by the Landlord as becomes necessary, in a manner as Landlord may see fit and proper, and without recourse by the Tenant. The Landlord herein is further given the right to use the Tenants security deposit to cover the Landlord's expenses in disposing of the Tenant's articles. Any items not locked inside Tenants unit shall be deemed abandoned and Landlord shall impose a cleanup and disposal fee for said items.

Utilities

Tenant is not authorized to use Facility electric unless permitted by Landlord.

Care and Maintenance of Space

Tenant accepts the Space in its present condition and agrees to take good care of the Space and to make no alterations, additions, repairs or improvements without the prior written consent of Landlord. Tenant agrees to promptly report, in writing, to Landlord any damage to the Space and to promptly reimburse Landlord for any such damage caused by the negligence, misuse, or any other occurrence attributable to Tenant, Tenant's agents, family or guests. Tenant is to maintain designated storage unit locked at all times. Tenant, his/her family and/or guests shall fully comply with all federal, state, municipal, and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood.

Access

At Landlord's sole discretion, Tenant's access to the Space may be limited in any manner deemed reasonably necessary by Landlord to maintain order, protect security on the Space or if the rent is in default. Such measures may include, but are not limited to, safety reasons, limiting hours of operation, requiring verification of Tenant's identity, and requiring Tenant to key-in upon entering the Space. Access will be denied any person who is under the influence of alcohol or narcotics. Severe weather and power outages may temporarily limit access to the Space.

Inspection

Landlord shall have the right to enter the Space at all reasonable hours for the purpose of inspection without prior notice to Tenant whenever Landlord believes that a hazardous condition may exist or for repairs to the door, roof or interior of the storage unit. Tenant agrees to open the Space at the request of Landlord or his agent for any and all repairs deemed necessary by Landlord.

Notice Requirements by Tenant

Any notice required hereunder shall be given by personal delivery or certified mail at Landlord's address above.

Indemnity:

Tenant hereby agrees to indemnify and hold harmless the Landlord from and against any and all claims that are hereafter made or brought about by others as a result or arising out of Tenant's use of the Space.

Liability of Landlord

Tenant, for himself and his agents, guests and invitees releases Landlord, Landlord's agents, employees, and assigns from all liability arising out of the tenancy hereby created. This release of liability extends to all property damage or loss, physical injury or death. It is the intent of the Landlord and Tenant that as a result of this release, property is stored and the Space is used at Tenant's sole risk. Tenant acknowledges that Landlord has made no warranties regarding security of the Space or the facility from theft, fire, water, earthquake, weather, rodents, insects, or other hazards of any kind.

Insurance

Tenant is hereby notified that Landlord does not provide insurance covering Tenant's stored property. Tenant acknowledges that insurance is available from independent insurance companies to protect Tenant in the event of theft, flood, damage, or destruction of his stored property and is encouraged to obtain such insurance.

No Oral Agreements:

This rental agreement contains the entire agreement between Landlord and Tenant. Tenant agrees that he or she is not relying, and will not rely, upon any oral representation made by the Landlord or any of Landlord's agents or employees purporting to modify or add to this agreement in any manner. Tenant specifically acknowledges that no representations have been made with respect to safety, security or other special suitability of the Space for the storage of Tenant's property, and that Tenant has made his or her own determination of such matters solely from inspection of the storage Space and facility. Tenant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect.

Default and Enforcement Action

In the event Tenant fails to make prompt payment of rent and or fees longer than thirty (30) days from Due Date, Landlord may over-lock Tenant's unit and charge an Over-Lock fee in order to limit access until the default has been cleared. If the unit is secured with two locks, Landlord or his agent may cut one of them at any time. In the event Tenant shall abandon the Space without notice, or fails to perform any of the provisions of this lease, Landlord may enter the Space, if needed, without being liable for prosecution therefore and may terminate Tenant's right of access and occupancy by giving three days' notice in writing and opt to evict Tenant. Landlord shall specifically have the right to institute and maintain the statutory suit of Forcible Entry and Detainer in the proper Court, and obtain a writ for possession thereby. In addition to all other remedies provided herein, in relation to personal property or vehicle, Tenant agrees to compensate Landlord for all reasonable expenses necessary for its preservation or expenses reasonably incurred to enforce this lease and to collect the rent or damages for breach of this lease, including, but not limited to, all court costs and reasonable attorney's fees incurred in connection therewith.

Attorney Fees: In the event it becomes necessary or advisable for Landlord to engage the services of an attorney to enforce any covenants contained in this agreement or to recover any rent or other charges due hereunder, Tenant shall pay such reasonable attorney fees and costs in addition to any other amounts due to Landlord. It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

Enforceability: If any part of this agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all remaining parts of this agreement will nevertheless be valid and enforceable in all circumstances. This Lease shall be construed under and in accordance with the laws of the State of Colorado in the county of Weld.

Accuracy of Tenant Information

With my signature below, I, the Tenant, hereby warrant that all information is accurate to the best of my knowledge and hereby authorize AA Affordable Storage to do a background check and obtain any other information it deems necessary for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I understand that subsequent reports may be obtained and used in connection with an update, renewal, extension or collection with respect to this rental or lease.

Signatures

Tenant_____
Landlord/Agent of Owner
mgr@aaafford.com

Date _____ 20____

Survey: How did you find us?

- ☐ Drive by
☐ Phone book
☐ Internet
☐ Friend or Family
☐ Advertisement
☐ Truck sign
☐ Flier
☐ Other _____

Automatic Rent Payment Options

Intuit Payment Network

Intuit, makers of QuickBooks, has recently set up an easy way to **pay bills on-line**, called IPN. Use the following link to make a payment to AA Affordable Storage:

<https://ipn.intuit.com/pay/AAAfford>

This is a FREE and secure service to you. The funds will be transferred from YOUR bank checking account directly into AA Affordable's bank account and we pick up the transaction fees. This e-check normally clears within 1 to 2 business days.

You may also initiate a free bank to bank transfer from your bank to ours by sending us funds using the following email address:

bill@aaafford.com

IPN also permits setting up recurring payments to us so your payments will reach us on time every month and you will avoid any late fees.

Bill-Pay

Most banks and even some credit cards provide Internet bill pay services for free. This permits you to establish an automatic system to pay your bills such as your storage facility rent. You have total control over this billing system and need not disclose any bank or credit card information to us. Check with your bank to see if this service is available to you.

To set up bill-pay on your bank's bill-pay website:

Add a new bill:

Company name (recipient or vender to whom the check will be made out to):

AA Affordable Storage

P.O. Box 656

Frederick, CO 80530

Select recurring payment; monthly, due on the first of each month

Enter your storage facility **Monthly Rent**

Personal Check

Please make all checks payable to: AA Affordable Storage and mail to:

AA Affordable Storage

P.O. Box 656

Frederick, CO 80530

Credit Card

AA Affordable Storage does not accept credit cards at this time.

Cash

Even though we have security cameras and a lockable storage facility office, please be aware that during times the manager or agent is not in the office, the office is not totally secure and free from burglars. There is some risk in using mail drop slot on the West side of the office to drop off your check or cash rent payment. We prefer you mail your payment or use other means suggested above. If you still wish to make payment using the mail slot, make sure that it is in an envelope with your name and unit number. For those using money orders, please print your name and unit number clearly on the money order.