

## Residential, Commercial and HOA Property Management

### SELF-STORAGE FACILITY LEASE

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT READ IT CAREFULLY.

ALL PROPERTY SERVICES, INC, Landlord, as Agent for the Owner, and \_\_\_\_\_  
Tenant(s), agree to the following terms. Tenant's home address is: \_\_\_\_\_.  
Tenant's phone number is: \_\_\_\_\_. Tenant's email address is: \_\_\_\_\_,  
Tenant acknowledges that Landlord is the duly authorized managing agent of the Owner of the Premises. Landlord has full power and authority to enter into this Rental Agreement on behalf of Owner and should you have any questions or comments relating to this lease they should be directed to the Landlord at 1630 S College Ave, Fort Collins, CO. 80525 or 1113 N. Cleveland Ave., Loveland CO. 80537.

1. Landlord leases to Tenant and Tenant hires from Landlord those premises described as Unit \_\_\_\_ of 1230 South Grant Avenue (Units 1 thru 9 are in 1230) and/or Unit \_\_\_\_\_ of 1290 South Grant Avenue (Units 10 thru 19 are in 1290) and/or Unit \_\_\_\_\_ of 1225 South Grant Avenue (Units 1 thru 21) and/or Unit \_\_\_\_ of 1150 N. Monroe (Units 1 thru 20), in the City of Loveland, CO (the "Premises"). The Premises is a Self-Service Storage Facility as defined by Title 38, Article 21.5 of the Colorado Revised Statutes. Said statutes are adopted by this reference and are incorporated herein.
2. The term of this lease shall be from \_\_\_\_\_ and \_\_\_\_\_  
terminating at **12:00 NOON**. Tenant will give thirty (30) days **WRITTEN** notice before the end of the lease period of intent to vacate upon termination of lease. Should Tenant occupy the premises after the term of this lease has expired, Tenant shall do so only with the written consent of the Landlord and, unless a new lease is executed, Tenant does so as a month to month occupant only and will give thirty (30) days written notice before the end of any rental month before vacating. All termination notices referred to above must be given on the first day of the month with the termination date ending on the last day of a calendar month. Landlord reserves the right and has sole discretion whether or not to allow a lease to continue on a month-to-month basis after the lease expiration date. Tenant(s) are jointly and severally held liable for the terms of this lease during all month-to-month rental periods and at all other times Tenant uses the premises.
3. Tenant shall pay the Landlord a total of \$ \_\_\_\_\_ as rent, without any deductions or set-off whatsoever, for the term stated. The first month's pro-rata share of rent, if any, is \$ \_\_\_\_\_, the balance of the rent shall be in monthly payments of \$ \_\_\_\_\_ payable in advance on the **FIRST BUSINESS DAY** of each month plus a service charge of **Ten Percent** of the monthly rental amount if the total rent is not received by 5:00 p.m. on the **SECOND BUSINESS DAY OF THE MONTH**. Rent is payable with check, electronic funds transfer (see EFT form on last page for set up), or money order only and made payable to All Property Services, Inc. If Tenant(s) check is dishonored for any reason, Tenant agrees to pay Landlord a service charge of \$35.00 for each dishonored check to cover the additional bookkeeping and handling costs. In the event of any returned check Tenant agrees to make future payments by cashier's check or money order if requested by Landlord. Rent shall be mailed or dropped off at the address listed below or such other address designated by the Landlord in writing. If sending multiple checks, the total dollar amount of all checks must match the amount due. All late charges and or fees incurred due to Tenant(s) disregard for the above will be the Tenant(s) responsibility. Landlord may apply all money received first to charges other than rent.

**All Property Services, Inc.**  
**1630 S College Ave**  
**Fort Collins, CO. 80525**

Initial \_\_\_\_\_

4. Tenant agrees to pay, in addition to rent, a security deposit of \$\_\_\_\_\_ Paid by\_\_\_\_\_. Said deposit will be returned to Tenant by Landlord or his or her successors within sixty (60) days after the termination or expiration of this lease; less the cost of repairing any damage (except ordinary wear and tear) caused by the Tenant or anyone acting under Tenant(s) control, the cost of putting the premises in a clean condition, a standard rekey charge of **\$35.00**, attorney fees, or other charges due, with the remaining balance of any monies received being applied toward rent due. If a security deposit check is issued and because the Tenant(s) are jointly and severally held liable for the terms of this lease, only one security deposit refund check will be issued with all responsible parties listed as payees on the check.

Any inquiries regarding the security deposit should be made directly to Landlord. Owner has authorized Landlord to administer the collection and refund of security deposits on behalf of Owner and Landlord is financially responsible for returning any security deposits held by Landlord. The security deposit shall be returned to Tenant in accordance with the terms of this lease.

5. The Tenant hereby agrees that the Landlord has the authority to place security and or damage deposits into an interest bearing trust account under the Landlord(s) control, and interest accruing thereon shall be the property of the agent as compensation for maintaining and administering said trust account.
6. Tenant has examined the premises and all fixtures contained within the premises, and accepts the same in their present condition except as otherwise stated herein.
7. If applicable, tenant shall obey all the Covenants, Bylaws, Rules and Regulations in effect for the Premises at the time of signing this lease. If you require a copy of the HOA rules, please make a request for them at our office.
8. Tenant shall keep the premises in good order and condition and immediately pay for any repairs necessitated by Tenant's negligence or misuse. Tenant shall be solely responsible for the replacement, repair and maintenance for all walk-through doors, overhead bay (garage) doors, wallboard including surfaces, and all door locks.
9. If applicable, the HOA shall maintain any other parts of the property and pay for repairs not caused by Tenant(s) negligence or misuse. Tenant shall give Landlord prompt notice of any required maintenance.
10. Tenant shall not paint nor make alterations of or to the property without Landlord's prior written consent. Landlord reserves the right to require Tenant to restore the property to its' previous state, which is prior to painting or alterations, at the Tenant(s) expense.
11. Landlord or Agent is permitted to enter the premises to make repairs, inspect the interior of the premises or to show the premises to prospective Tenant(s) or Purchaser(s). In non emergency situations, Landlord or Agent will make a good faith effort but shall not be required to notify the Tenant(s) at least 12 hours prior to Landlord or Agent entry by one of the following methods: telephone or cell phone message, or door hanger, having made such good faith effort, Landlord or Agent shall enter as necessary. If an emergency situation arises, Landlord or Agent is permitted to enter the premises immediately without prior notice to Tenant(s).
12. **Tenant may let or sublet all or any part of the premises or assign this lease or any interest in it only with the prior written consent of the Landlord.** If Landlord consents to letting or subletting the premises the Tenant shall pay the Landlord for the cost of advertising plus a fee of one hundred-seventy-five dollars to cover the costs of processing a new rental application and/or lease.
13. If Tenant abandons or vacates the premises and leaves behind property of the Tenant or others, all such property shall be deemed abandoned and Landlord shall have the right to remove and dispose of such property as the Landlord sees fit, at Tenant(s) sole risk and cost and without recourse by Tenant or any person claiming under the Tenant against the Landlord.

14. In the event of any legal action relating to this lease the prevailing party may recover from the other party his/her costs and attorney fees.
15. In the event Tenant delivers possession of the premises, voluntarily or involuntarily, Tenant shall remain liable for all rent and other obligations under this lease including late charges, and damages for the stated term of the lease whether or not Tenant(s) right to possession is previously terminated or surrendered by unlawful detainer action or otherwise. Tenant agrees that termination of his/her right to possession shall not constitute termination of the lease or of Tenant(s) obligations under the lease unless Landlord expressly consents in writing to terminating Tenant(s) obligation under the lease.
16. Time is of the essence. The waiver by Landlord of any breach shall not be construed to be a continuing waiver of any subsequent breach.
17. Tenant shall NOT change any locks without prior written consent of the Landlord and shall, on the same day, provide Landlord with a copy of the new key. There shall be a \$35.00 key charge assessed for any failure to return all keys assigned to the Tenant upon execution of this lease.
18. This lease is subject to All Property Services, Inc. signed approval.
19. Tenant shall and does hereby indemnify, hold harmless, and defend Landlord against any and all claims of liability for any injury or damage to any person or property whatsoever (a) occurring in, on, or about the Premises or any part thereof; and (b) occurring in, on, or about any facilities (including, without prejudice to the generality of the term "facilities," passageways, hallways, and parking areas), the use of which Tenant may have in conjunction with other tenants of the Building, when such injury or damage is caused in part or in whole by the act, negligence, fault, or omission of any duty with respect to the same by Tenant, its agents, contractors, employees, invitees, or customers. Tenant shall and does hereby further indemnify, hold harmless, and defend Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, invitees, and employees, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, provided, however, that Tenant shall not be liable for damage or injury occasioned by the active negligence or intentional acts of Landlord and its agents or employees unless covered by insurance Tenant is required to provide. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause except that caused by the negligent or intentional acts of Landlord and its agents or employees.
20. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or property of Tenant, its employees, invitees, or customers, or any other person in or about the Premises, caused by or resulting from fire, electricity, gas, water, flood or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, heating, air conditioning, or lighting fixtures of the same, whether the damage or injury results from conditions arising upon the Premises or upon other portions of the Building, of which the Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building.
21. Any alterations made in the building located on the Premises (the "Building") by the Tenant and any equipment or fixtures built into the Premises by the Tenant shall upon the termination of this Lease become the sole property of the Landlord.

22. It is understood and agreed that the Premises shall be ONLY BE USED FOR STORAGE. Tenant shall not use the Premises for any other purposes. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the rules, covenants, HOA covenants and laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises.
23. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of use, arising from the HOA, Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.
24. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.
25. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.
26. Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.
27. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises, therefore Tenant covenants not to leave the bay door open when the Tenant is not present nor will the Tenant store or leave anything outside of the unit when the Tenant is not present.
28. Tenant covenants and agrees to conduct its activities on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Section 12(e). Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Section 12(e), with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 12(e) shall survive the expiration or termination of this Lease.
29. Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained by or on behalf of Tenant on the Premises unless approved in writing by the HOA if applicable.

30. During the term of this Lease, Tenant shall pay in full, as and when the same become due and payable, all taxes levied on or with respect to Tenant's property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with Tenant's activities as it may relate to the Premises.
31. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.
32. If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession shall be taken of the Premises, or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.
33. If during the continuance of this Lease or the term hereby demised the Premises shall be so injured by fire or other casualty not arising from the fault or negligence of the Tenant, or those in its employ, so that the Premises shall thereby be rendered unfit for use or occupation, then and in such case the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated until the Premises shall have been duly repaired and restored, which work or repair and restoration shall be done with all reasonable diligence. In case the Building shall be substantially destroyed so that the Premises cannot be repaired and restored within sixty days, it shall then be optional to either party to cancel this Lease and end the term hereof, and in case of such cancellation the rent shall be paid to the date of such fire or other casualty and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate.
34. It is further agreed between the parties hereto that if the Tenant shall be declared insolvent or bankrupt, or if any assignment of the Tenant's property shall be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice (notice being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder.
35. The Tenant will observe and perform in all things the conditions and agreements herein set forth to be observed and performed by the Tenant, and if default be made by the Tenant in payment of said rent, or in any installment or part thereof, or if default in performance of other conditions and agreements be made by the Tenant, and such non-monetary default shall continue for a period of ten days after written notice of such default be given by the Landlord to the Tenant, then in either case, in addition to any other remedy Landlord may have against Tenant, it shall be lawful for the Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove there from any property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.
36. If the Tenant shall abandon or vacate the Premises before the end of the term of this Lease or shall suffer the rent to be in arrears, or if Tenant is otherwise in default under this Lease, the Landlord may, at its option and without notice, enter the Premises, remove any sign of the Tenant there from and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease, and for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of the Landlord, for the purpose of such re-letting, and, if a sum shall not be realized from such re-letting to equal the monthly rental above stipulated to be paid by the Tenant, the Tenant will pay such deficiency each month upon demand therefore. Landlord shall not be required to relet the subject

Premises in order for Tenant to be liable for continuing obligations under the Lease, in the event that the Tenant violates any of the terms and conditions hereof.

37. **Lien.** The Landlord shall have at all times a valid lien for all rentals due hereunder from the Tenant upon all of the property of the Tenant situate in the Premises, and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.
38. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.
39. The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear.
40. No waiver of any breach of any one or more of the conditions or covenants of the Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.
41. During the term of this Lease, Tenant shall be responsible for obtaining insurance, including but not limited to theft, fire and other hazard in an amount sufficient to fully cover Tenant's improvements, fixtures and property in the Premises.
42. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.
43. If the Tenant is an entity such as a corporation or a limited liability company, Tenant shall ensure that \_\_\_\_\_ (Company Officer or Company Owner) will guarantee the performance of Tenant's covenants hereunder and will simultaneously with execution of this Lease execute and deliver to Landlord a guarantee in a form acceptable to Landlord.
44. Landlord may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.
45. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent.
46. **Rules.** Tenant agrees to obey the following rules:
- Any shelving in the rented unit shall be free standing with nothing attached to the walls.
  - The electricity in the unit and outside the unit on the Premises shall only be used while the Tenant is personally present on the Premises. This does not apply to 1150 N. Monroe Facility as these are metered separately.
  - The Tenant shall remove all trash each time Tenant leaves the Premises so that trash and refuse do not accumulate.

d. The Tenant shall not store on the Premises any of the following: live or dead animals, perishable food, any item that creates a noxious odor, any plant, any marijuana in any form (plant or edible or hashish or THC, etc.), ammunition, propane, gasoline, explosives, any item that may attract rodents or insects or animals **ALONG WITH ALL ITEMS PROHIBITED BY OTHER PROVISIONS OF THIS LEASE.**

e. All **automatic start generators must be turned off while stored.**

47. Lien Holder Information. Tenant hereby covenants to provide to Landlord the names and addresses of all holders of any lien against any property of Tenants PRIOR to that property being stored on the Premises. For property initially stored on the Premises the following property is subject to liens claimed by the following lien holders with their most current address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(if this space is insufficient, attach such additional pages as are needed to disclose all property subject to liens). Prior to bringing additional property that is subject to a lien, Tenant agrees to provide the name and address of the lien holder and indicate the property that is subject to the lien, in writing to Landlord.

48. Military Service. To determine a Tenant's rights under the Soldiers and Sailors Civil Relief Act, please state which branch of the military you are a member of, or state that you are not a member of the military. \_\_\_\_\_  
\_\_\_\_\_. If you state that you are not a member of the military, the Landlord will rely on that statement unless you advise the Landlord differently in writing.

49. Licensed Vehicles. No vehicle such as an automobile, motorcycle, trailer, or similar vehicle may be stored on the Premises unless a copy of the current registration and title are provided to the Landlord showing a Tenant as owner, prior to storing that vehicle on the Premises.

50. **Applicable Only to the storage units on or at 1150 N. Monroe (Units 1 thru 20),** the Tenant shall arrange, prior to occupancy, for the following utilities to be billed to Tenant at Tenant(s) address, and shall not allow electricity to be disconnected by any means (including nonpayment of bill) until the end of the lease term or renewal period. Tenant agrees that he or she is responsible for the following:

a. Electricity [ X ]

51. Utility Account Authorization. Tenant(s) hereby agrees to grant Landlord authorization to obtain current and past utility information regarding Tenant(s) utility account, payment history, outstanding balances, etc. with the City of Loveland Water and Power Utility office and or departments.

52. Important Notices.

**ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY-DAY PERIOD.**

**IF THE TENANT IS IN DEFAULT OF ANY OF THE TERMS OF THIS LEASE, THE TENANT MAY BE DENIED ACCESS TO THE PROPERTY STORED ON THE PREMISES.**

**This lease is the entire lease agreement between the Landlord and the Tenant(s).**

\_\_\_\_\_  
Tenant Signature Date

All Property Services, Inc.

\_\_\_\_\_  
Tenant Signature Date

By: \_\_\_\_\_  
As an authorized agent of Date  
All Property Services, Inc.