

## LCP LLC Self-Storage - Tenant Application

Deposit Held: \$ \_\_\_\_\_ Monthly Rental Rate: \$ \_\_\_\_\_ Rent is Due on 1<sup>st</sup> of Month

Date of Application: \_\_\_\_\_ Unit No. \_\_\_\_\_ Unit Size: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

**IN CASE OF EMERGENCY**, we should notify (local friend or relative):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Others authorized for access:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Indicate below items you primarily plan to store:

Furniture Household Goods Boats Auto Supplies Hobbies Machinery Business Records  
Recreation Equipment Inventory Other \_\_\_\_\_

The above information is correct and I agree to keep said information updated and current.  
I also agree not to store radioactive material, flammable liquids or explosives in rental space.  
Liberty Classical Property LLC thanks you.

\_\_\_\_\_  
Driver's License #

\_\_\_\_\_  
Signature of Applicant

(1)

## RENTAL AGREEMENT

**NOTICE:** This document has legal consequences. Consult with legal counsel for explanation of the content of this contract.

Liberty Classical Properties LLC, New Castle, County Of Garfield, Colorado, hereinafter called "Owner", hereby rents Storage Unit No. \_\_\_\_\_ at its Storage Facility at the above address to \_\_\_\_\_, hereinafter called "Occupant," whether one or more, whose address for receiving mail is \_\_\_\_\_ and whose phone number is \_\_\_\_\_ upon the following terms and conditions and no other.

The rental charge for the unit is \$ \_\_\_\_\_ per month payable on the 1<sup>st</sup> day of each calendar month, without demand, at the Owner's address listed above as long as occupancy exists. If such rent is not paid by the fifth (5<sup>th</sup>) of the month, Occupant agrees to pay **late fees in force on the date account becomes eligible for late fees.** Minimum rent is for one (1) month for any storage unit. There will not be any rent refunded for a stay of less than one month.

Owner acknowledges payment of \$ \_\_\_\_\_ which pays the rent until \_\_\_\_\_, at which time the next month's rent is due. This Rental Agreement is renewable on a month -to-month basis by Occupant paying the rent and Owner accepting the payment.

A \$ \_\_\_\_\_ deposit is hereby received for security and cleaning deposit and will be refunded, without interest, by mail ten (10) days after Occupant's vacating the unit if the following conditions are met:

- 1.) Unit returned undamaged and, in a broos-clean condition;
- 2.) A 14-day signed, written notice of Occupant's intent to vacate has been delivered or mailed to Owner at the address shown above;
- 3.) An address is provided where deposit refund can be sent;
- 4.) A faithful performance of the terms of the Rental Agreement has been made.

**Either party may terminate this agreement, without cause, by written notice given at least 14 days prior to the next month's rent due date.**

Occupant understands that LCP LLC is a Landlord renting space for Occupant's self-service and is not a Bailer or Warehouseman in the business of storing goods for hire. Occupant further understands that the LCP LLC Storage is not responsible for loss or damage to property in Occupant's storage space and that Occupant is advised to provide insurance for Occupant's property stored at the LCP LLC Storage Facility.

Occupant acknowledges that a rent increase can take place at any time during this contract with proper notice as set forth by Colorado State Law.

(2)

Occupant expressly agrees that Occupant will not use said premises for an unlawful purpose and the Occupant will pay the rent each month as it becomes due; that Occupant will keep said premises in good condition (usual wear and depreciation excepted); and the Occupant will not store radioactive, explosive, combustible or flammable material on said premises; that he/she will not do, or permit anything to be done, in or upon the leased premises that increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises for storage purposes; the Owner shall not be responsible for the theft or damage, if any, caused by accident, negligence, fire, water, freezing nor any damage caused by any indirect loss or physical damage to any property stored in such premises, acts of God or the public enemy, the acts of public authority, quarantine, war, insurrection, strikes, labor troubles, riots, earthquake, heat, cold, deterioration by time, moth, termite, vermin, rodent, leakage, nature of property, or defect or inherent vice therein, insects, dampness of atmosphere, extreme changes in temperature, lightning, tornado, cyclone, flood, explosion, tidal wave, overflowing rivers or any hostile or war-like action in time of peace or war or by an authority maintaining or using military forces, rebellion, humidity, or from any cause whatever and all property kept, stored or maintained on the premises by Occupant shall be at Occupant's sole risk and the Owner shall have the right to enter into and upon said premises at reasonable times for the purpose of inspecting the condition thereof; and further, Occupant acknowledges that no heat will be provided or furnished to such locker-room at any time, nor is Owner obligated to furnish any security guards, burglar alarms, or other security, nor is Owner liable for burglary or theft. Owner does not warrant that the leased premises or Owner's buildings are fireproof or that the contents of such building cannot be damaged or destroyed by fire. Occupant agrees not to dispose of any trash material on the premises. A minimum charge of \$10.00 to Occupant's account shall be made for each violation of this policy. Occupant shall not sublease or assign the storage without prior written permission from the Owner.

If Occupant fails to pay the rent when due, or violates conditions of the Rental Agreement, or fails to vacate the storage unit promptly upon expiration of the Rental Agreement, Occupant shall be in default. Default shall be defined as the failure to perform in a timely manner any obligation or duty set forth in this rental agreement or under the law. If Occupant is in default continuously for a period of thirty (30) days, the Owner shall have and is hereby granted the following rights: (1) To forthwith break and remove any lock on the storage unit door belonging to Occupant, enter the storage unit and inspect and briefly list the contents, then place the lock of the Owner thereon until such contents are disposed of by the Owner pursuant to Law (Title 38 Article 21.5 CS 1973 as amended) and to deny Occupant access to said unit; and (2) Pursuant to Title 38 Article 21.5 -102 CS q973, as amended, the Owner, and his heirs, executors, administrators, successors and assigns have a lien upon all personal property located at the Self-Service Storage Facility for rent, labor or other charges, present and future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to law. The lien attaches as of the date the personal property is brought to Self-Storage Facility and continues as long as the Owner retains possession and until default is corrected or as sale is conducted or the property is otherwise disposed of to satisfy the lien.

(3)

All personal property stored within the storage unit by Occupant or located at the Self-Service Storage Facility shall be at Occupant’s sole risk. Pursuant to Article 21.5 -10(6) of Title 38, CRS, 1973 as amended, Owner directs Occupant to disclose any lien holders with any interest in the property that is or will be stored in the storage unit and Occupant represents that there are NO LIENS against the property stored in the storage unit at the Self -Service Storage Facility EXCEPT as follows: \_\_\_\_\_  
(write “none” if none).

The value of the items stored in the LCP LLC Self-Storage Unit No. \_\_\_\_\_ does not exceed \$ \_\_\_\_\_. Occupant understands that it is Occupant’s responsibility to notify the LCP LLC Self-Storage in writing if the value declared above increases. This Rental Agreement shall be binding upon and inure to the benefit of the parties: hereto, their heirs, successors, personal representatives and assigns. This rental agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Colorado. NOTICE – ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY (30) PERIOD. IT SHALL BE THE DUTY OF THE OCCUPANT TO FURNISH THE OWNER NOTIFICATION IN WRITING AT THE OWNERS’ ADDRESS PROVIDED HEREIN OF ANY CHANGE OF ADDRESS OR PHONE NUMBER BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, POSTAGE PREPAID.

**I have read and understand this Rental Agreement and have a copy for my use, records and protection.**

By \_\_\_\_\_  
Agent for Owner of LCP LLC Self-Storage                      Occupant                      Date

(4)