

**Location** (circle one): **Airport / Silver Cliff-South / Silver Cliff-North**  
**Building No.** \_\_\_\_\_ **Space No.** \_\_\_\_\_ **Size** \_\_\_\_\_

## **UQ Airport Storage, L.L.C.**

**d/b/a UQ Airport Storage**

**d/b/a UQ Silver Cliff Storage - South**

**d/b/a UQ Silver Cliff Storage - North**

## **Rental Agreement**

This Agreement is by and between \_\_\_\_\_ (“Tenant”) and UQ Airport Storage, L.L.C. (“Landlord”).

Tenant hereby rents from Landlord a self-storage Space “(Space)” described as Building Number \_\_\_\_\_, Space Number \_\_\_\_\_, of Size \_\_\_\_\_, located at (circle one) **UQ Airport Storage**, Silver West Business Park, County Road 310, Westcliffe, Colorado / **UQ Silver Cliff Storage - South**, 730 Main Street, Silver Cliff, Colorado / **UQ Silver Cliff Storage - North**, 106 Dewalt Street, Silver Cliff, Colorado (hereinafter referred to as “Premises”), beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, paying therefore to Landlord at UQ Airport Storage, L.L.C., 2828 Peachtree Road, NW, Suite 1202, Atlanta, Georgia 30305-5113 the sum of \$ \_\_\_\_\_ monthly in advance on the first day of each month hereafter. Tenant acknowledges that access will be denied if rent is not received by the 7<sup>th</sup> of the month.

Landlord acknowledges the sum of \$ \_\_\_\_\_, as the first month’s rent, (which has been prorated to the first of next month), and the sum of \$ \_\_\_\_\_, as security deposit.

The term of this Agreement shall commence as of the date first above written and shall continue from the first day of the month immediately following on a month-to-month tenancy until terminated.

This Agreement shall terminate upon Landlord’s acceptance of Tenant’s written offer to terminate, which must be given not less than 24 hours before the proposed date of termination. This Agreement shall automatically terminate if Tenant abandons the Space. Tenant shall have abandoned the Space if Tenant has removed the contents of the Space, has removed Tenant’s locking device from the Space and is not current in all obligations hereunder.

Landlord has the exclusive right to terminate Tenant’s right of possession of the Space and/or terminate this Agreement for any reason by giving the Tenant thirty (30) days written notice.

Tenant shall deliver up the Space on the day of the termination of this Agreement, for whatever reason, “broom clean” and in as good condition as the same when received, reasonable wear and tear, and loss by fire not caused by Tenant thereof expected, and pay all sums due hereunder, in which event the security deposit shall be refunded within thirty (30) days of termination, provided that Tenant has notified Landlord within 24 hours of vacating the Space and provided Tenant is not in default hereunder.

Tenant shall not store on the Premises personal property in or to which any other person has the right, title or interest. It is specifically understood and agreed that Landlord need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in or about the Premises pursuant to this Agreement. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, nor perform any welding on the Premises. Tenant shall not store personal property on the Premises which would result in the violation of any law of any governmental authority and Tenant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises of the use thereof. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other Tenants on the Premises.

Tenant acknowledges and agrees that the Space and the Premises are not suitable for the storage of heirlooms or precious, invaluable, or irreplaceable property such as books, records, writings, works of art, objects for which no immediate resale market exists and objects which are claimed to have special or emotional value to Tenant. Tenant

agrees that the value of any item stored shall not exceed, for any purpose, the salvage value of the raw materials of which the item is constituted. Tenant acknowledges that the Premises may be used for storage only, and that the use of the Premises for the conduct of a business or for human or animal habitation is specifically prohibited.

Tenant agrees to faithfully abide by the Rules and Regulations for the Premises which are from time to time promulgated by Landlord. The Rules and Regulations are included at end of this Agreement and are subject to change without notice.

Landlord is not responsible for any loss or damage to Tenant's property stored within the Space or located on the Premises, regardless of whether such loss or damage is caused by the negligence or acts of third parties or Tenant or by acts of God. No bailment is created under this Agreement. Landlord is not a warehouseman engaged in the business of storing goods for hire. All property stored will be at Tenant's sole risk. Tenant agrees that Landlord does not take custody, control, possession or dominion over the contents of the Space and that Landlord is not providing security or protection to the Premises, Space or contents thereof.

Tenant, at Tenant's sole expense, shall maintain on all personal property, in or about the Premises, to the extent of at least 100% of the actual cash value of such personal property, a policy or policies of insurance covering damage by fire, extended coverage perils, vandalism and burglary. Tenant may obtain insurance from the insurance company of Tenant's choice. If Tenant does not maintain insurance for the full value of the personal property stored in or about the Premises, Tenant shall be deemed to have "self-insured" the property and shall bear all risk of loss or damage. No promises or representations of safety or security have been made to Tenant by Landlord or Landlord's agents.

Landlord has the right to enter the Space, without notice, to examine the Space and contents for violations of this Agreement or to make repairs or alterations. Tenant agrees to allow such access and agrees that Landlord has the right, but not the duty, to remove the contents to another Space.

Landlord shall not be liable for nor responsible for, and will be saved and held harmless by Tenant from and against any and all suits, losses, damages, claims or liability of any character, type or description, including all expenses or litigation, court costs and attorney's fees for injury or death to any person or damage or loss to any property arising out of or occasioned, directly or indirectly, by Tenant or another person or entity whether that negligence is the sole or contributory cause of the resultant injury, death or damage.

Notwithstanding any of the provisions of this Agreement, Landlord's maximum responsibility to Tenant for any reason is \$100.00. This maximum liability may be changed only by an Agreement, in writing, signed by all the parties, setting the larger limit of liability, and providing for proportionately greater rental rates as consideration for the increased limit of liability.

Tenant must at all times keep the Space or the contents of the Space locked with one or more heavy duty case-hardened steel locks. In the event Tenant fails to keep such a lock or locks on the Space or on the contents or if Tenant's lock is broken or damaged, Landlord shall have the right, but not the obligation, to place its lock on the Space or other contents, provided, however, that in such event Landlord shall have no liability to Tenant for any loss or damage whatsoever.

The following events shall be deemed to be events of default by Tenant under this Agreement: (a) Tenant shall fail to pay any installment of the rent when due; (b) Tenant shall fail to comply with any term, provision or covenant of this Agreement or the Rules and Regulations, other than the payment of rent and shall not cure such default within ten (10) days after written notice thereof to Tenant; or (c) Tenant shall abandon the Premises.

If an event of default shall occur, Landlord shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable law or under this Agreement; Terminate this Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Space to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Space and expel or remove Tenant without being liable for prosecution or any claim of damages thereof. Tenant hereby agrees to pay Landlord, on demand, the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Space on satisfactory terms or otherwise.

Landlord shall have at all times a valid, contractual Landlord's lien for all Rentals of other sums due hereunder from Tenant upon all items situated upon the Premises, without liability for trespass or conversion, in addition to all remedies available at law or in equity. In the event Tenant fails to pay any rental or other charges or fees due hereunder, Landlord shall have the right to seize and sell the contents of the Space in accordance with applicable law.

This Agreement constitutes the sole and entire Agreement between the parties hereto. There are no representations, inducements or Agreements not embodied herein. This Agreement supersedes all prior representations and Agreements with respect to its subject matter. There are no guarantees or warranties, express or implied, except those stated herein. All other warranties, including the warranty of fitness for a particular purpose, are hereby expressly disclaimed by Landlord.

All items of the Agreement are subject to change by Landlord upon thirty (30) days written notice to Tenant. If Tenant does not accept the change, Tenant may terminate this Agreement on the effective date of this change. If Tenant does not elect to terminate this Agreement, the change shall become effective and apply to this Agreement.

Notices hereunder shall be in writing and shall be deemed to be dated and delivered, whether actually received or not, upon deposit in the United States mail, postage prepaid properly addressed to the party for which it is intended at the address set out below or as said address may be changed by actual written notice received by either party from the other.

This Agreement shall inure to the benefit of and shall be binding upon the heirs, assigns, and successors of Landlord and Tenant; provided, however, Tenant shall not have the right to assign or give to any other person or entity the right to use the Space without the prior consent of Landlord.

This Agreement shall be construed in accordance with the laws of the State of Colorado. It is agreed and understood that if any legal action becomes necessary for the enforcement of the terms of this Agreement, the laws of the State of Colorado shall control, and the venue for such legal action shall be Custer County.

By Tenant's signature below, Tenant represents and warrants that before signing this Agreement, that Tenant has read, understood and has had sufficient time to consider all matters in this Agreement.

Next rental payment due: \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Tenant, Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Age: \_\_\_\_\_

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

Home Telephone Number: \_\_\_\_\_

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

Driver's License Number: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

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

UQ Airport Storage, L.L.C.

By: \_\_\_\_\_

Michael J. Perullo, Owner  
2828 Peachtree Road, NW – Suite No. 1202  
Atlanta, Georgia 30305-5113  
1-800-864-1506  
[www.UQstorage.com](http://www.UQstorage.com)

# **UQ Airport Storage, L.L.C.**

**d/b/a UQ Airport Storage**

**d/b/a UQ Silver Cliff Storage – South**

**d/b/a UQ Silver Cliff Storage - North**

## **Rules & Regulations**

### **I Rent Policy**

Rent is due on the first day of the month. No statements are sent. A 10% surcharge will be added to rent not received by the 7<sup>th</sup> of the month. Cash, checks, American Express, MasterCard and Visa are accepted for payment of rent and other charges. A bad check charge of fifty dollars (\$50.00) will be assessed on all returned checks. All rental payments must indicate the Space number paid for. A twelve month advance payment will earn a discount of one month's rent.

### **II Refund Policy**

Rent will not be refunded. Rent for the first seven days of the month can be applied from the security deposit when moving out. Rent must be paid in full for Tenants moving out after the 7<sup>th</sup> of the month. Rent paid for future months (advance rent) will be refunded. Security Deposit will be refunded when Tenant is current in all obligations, Tenant has notified Landlord within 24 hours of vacating Space, Space is broom clean and not damaged, and Tenant's lock is removed. Refunds will be by check and will be mailed within 30 days from the date of move out.

### **III Abandonment**

This Agreement is automatically terminated if Space is abandoned. Abandonment exists if Tenant has removed contents, removed locking devices, and is not current in all obligations. Landlord has the right to have motor vehicles or other titled property removed from a Space on or after the eviction and sale date.

### **IV Legal Address**

This Agreement defines the Tenant's legal address and this address will remain the Tenant's legal address for purposes of notification until Tenant advises Landlord in writing promptly of any actual change of legal address. Such change of address notification must be in writing, dated, signed by Tenant, and give complete new address, ZIP Code and telephone number at new address. Landlord reserves the right to refuse to rent to any prospect that refuses to furnish a valid home or business address and telephone number.

### **V Tenant Responsibility**

Tenant must keep the Space or the contents within (if Space is a parking Space) locked with his own heavy-duty steel lock at all times. All property stored is at Tenant's sole risk. Landlord is not responsible for loss or damage to property caused by theft, burglary, criminal conduct, fire, wind, rain, snow, storms, tornadoes, explosions, riots, rodents, civil disturbances, insects, sonic boom, vehicle or any other cause whatsoever, nor shall Landlord be liable for personal injuries or death on the Premises. Any insurance on contents will be provided by Tenant at Tenant's sole discretion and expense.

### **VI Hours of Operation**

Office hours are 7:00 A.M. to 4:00 P.M. (Colorado Time) Monday through Friday. All Spaces may be accessed twenty four hours per day, every day of the year.

### **VII Storage Rules**

The Space is to be used for the storage of personal property and for no other use. Tenant shall not use Space for living animals or carcasses, chemicals, hazardous materials, gasoline, explosives, paint, corrosive materials, and/or waste. Tenant may not use Space for any use that violates zoning, fire or other governmental regulations. Tenant may not use Space for sanding, spray painting, or any use which constitutes full time shop facilities, office or principal place of business. Tenant may not use Space as practice facilities for bands or musical groups or as sleeping facilities. Tenant may not conduct a garage sale, flea market, or sale of any kind directly from the Space. Tenant may not display any exterior signs of any type for any purpose. No parties, gatherings or meetings may be held in any Space. Tenant may not use Space for any use which involves alteration or structural change, defacement of the Premises, the walls, floor or overhead Space or any use of roof bar joists or structural members or supports for the purposes of lifting any heavy object. Tenant may not use Space for the storage of any liquids in inadequate containers. Tenant may not use Space for an address to be advertised for any purpose. Tenant may not use Space for automobile repair for hire or for the storage of wet items, furniture or bedding that could mildew. Tenant may not use Space for the storage of food stuffs in inadequate containers which could cause nuisances. Tenant may not store inadequately packaged, wrapped or protected articles of value which could be damaged by absorption of moisture from the air or unheated floors and walls. All items left in the Space or driveways or on the Premises after vacating will be deemed to be of no value to Tenant and will be discarded by Landlord. Security deposit refund is subject to the cleanliness of these areas and if Tenant leaves anything, he forfeits his refund. All waste materials and trash created or brought by Tenant must be removed from Premises as Tenant leaves the Premises.

### **VIII Ground Rules**

Observe 10 miles per hour speed limit when on the Premises. Do not block driveways. Do not park vehicles or any other item overnight anywhere on the Premises. Unauthorized vehicles will be towed and stored at Tenant's expense per local ordinance. Do not discharge liquids of any kind in Space or driveways or anywhere on Premises. Do not litter driveways or Premises.

### **IX Rules & Regulations Changes**

These rules and regulations are subject to change without prior notice.