

RV STORAGE LOT LEASE AGREEMENT

This **RV STORAGE LOT LEASE AGREEMENT** (the “Agreement”), dated _____, 20__ (the “Effective Date”) is made by and between the BUCKHORN VALLEY METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and _____ (the “Lessee”). The District may employ an independent contractor pursuant to an RV Lot Management Agreement to conduct all ordinary operation and management matters of the District's RV storage lot “Manager”. As used herein, the term “Landlord” may refer to the District and the Manager, singularly or collectively.

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| LESSEE INFORMATION (this information can only be changed by written, signed notice from the Lessee) | | |
| Lessee Name: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Email: _____ | Primary Phone: _____ | Alternate Phone: _____ |
| Description of Vehicle to be stored in the Space (one additional vehicle may be included in an attached addendum): | | |
| <input type="checkbox"/> Motor Home <input type="checkbox"/> 5th Wheel <input type="checkbox"/> Bumper Pull <input type="checkbox"/> Pickup Camper <input type="checkbox"/> Popup Camper <input type="checkbox"/> Boat <input type="checkbox"/> ATV/UTV <input type="checkbox"/> Other | | |
| Make _____ Year _____ | | |
| License Plate/ Registration No. _____ State _____ | | |

| | | |
|-------------------------------------------------------------------------------------------------|----------------------|------------------------|
| ADDITIONAL CONTACT INFORMATION (to be contacted in event Lessee is unable to be reached) | | |
| Contact Name: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Email: _____ | Primary Phone: _____ | Alternate Phone: _____ |

Pursuant to Section 38-21.5-101.5, C.R.S., please disclose any lienholders with an interest in property that is or will be stored in the Storage Lot: _____

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Lessee agree as follows:

1. **TERM.** The Landlord hereby leases to Lessee that certain storage space designated as Space No. ___ (the "Space"), which is a portion of property located within Parcel Nos. 2111-104-02-002 and 2111-104-02-003 in the Eagle County Assessor's Office with both said parcels owned in fee by the District (the "Premises"), subject to the terms and conditions of this Agreement and continuing month-to-month until terminated. The Space is clean and undamaged upon Lessee occupying such Space pursuant hereto, unless otherwise noted on a signed addendum to this Agreement. The Landlord leases the Space to the Lessee in its present condition, as is, without warranty or representation. The Landlord reserves the right to amend any part or all of this Agreement, or cancel it, with thirty (30) days' advance written notice to Lessee. Said revised Agreement shall not require Lessee's signature to become effective and enforceable.

2. **MANAGEMENT.** The District and the Lessee hereby acknowledge that as of the signing of this Agreement, the Premises are managed by Steve and Christie Carver d/b/a S & C Storage, and they are the Manager. Certain provisions in the Agreement provide for actions by, payments to, or notices to the Manager, in the event that the Manager or a replacement Manager is no longer managing the Premises all such provisions shall automatically refer to the District without any need for amendment to the Agreement.

3. **RENTAL.** RENT IS DUE THE FIRST DAY OF EACH SEMI-ANNUAL LEASE PERIOD. Lessee shall pay the Landlord SEMI-ANNUALLY IN ADVANCE RENT OF TWO HUNDRED AND FORTY Dollars (\$240.00), on the first day of each semi-annual period (the "Rent"). Rent for the first semi-annual period of occupancy will be prorated on a daily basis from the Effective Date. The last month of occupancy under this Agreement will not be prorated. Lessee understands that Rent must be paid in full at the beginning of each semi-annual period and that the Landlord does not accept partial payments. The District reserves the right to change the rental rate charged after the initial term of this Agreement with thirty (30) days' advance written notice to Lessee.

4. **PAYMENT.** Check payment can be made payable to _____ and delivered to _____.

5. **NON-PAYMENT, LATE PAYMENTS, AND OTHER CHARGES.** Lessee understands that, pursuant to Section 38-21.5-101.5, C.R.S., if no payment has been received for a continuous thirty-day period all articles stored under the terms of this Agreement may be sold or otherwise disposed by the Landlord. Lessee hereby agrees that failure to timely pay Rent and any late fees constitutes a breach of this Agreement and shall be a basis for termination of this Agreement by the Landlord pursuant to Section 7 of this Agreement. Lessee agrees to pay applicable late charges as set forth herein:

- a. Late Charges: If Lessee fails to pay rent by the end of the fifth (5th) calendar day after said rent is due, a late fee of \$15.00 will be charged to the Lessee's account.
- b. Returned Check Charge: A fee of \$25.00 shall be charged for each returned check. Payments made by the Lessee will always be applied first to the oldest charges on the Lessee's account.

6. **TERMINATION BY TENANT (INTENT TO VACATE).** LESSEE MUST GIVE THE LANDLORD AT LEAST THIRTY (30) DAYS ADVANCED NOTICE OF TERMINATION OF THIS AGREEMENT. Any prepaid rent for months other than the month vacating will be refunded. If Lessee fails to remove all personal belongings from the Space upon vacating, Lessee will be responsible for any costs the Landlord incur in disposing such belongings.

7. **DEFAULT.** If Lessee fails to pay Rent, or any part thereof, or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Lessee, Lessee will be considered in default of this Agreement. If the Lessee is in default of the terms of this Agreement, the Landlord will issue a violation to the Lessee. If the violation is not cured within 72 hours, the Landlord may terminate this Agreement.

8. **USE OF SPACE.**

- a. Lessee shall use the Space only for storage of the vehicle(s) specifically listed in this Agreement and the items contained therein or attached thereto, as the case may be, and for no other purpose. All personal property of Lessee must be stored inside of the approved vehicle(s) or attached to said vehicle(s). Unsecured property or abandoned property will be disposed of without notice.
- b. The District is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. The Landlord does not exercise care, custody, nor control over Lessee's stored property.
- c. Lessee agrees to use the Space only for the storage of property wholly owned by Lessee or for which the Lessee is the lawful custodian thereof.
- d. Lessee agrees not to live in the Space, including sleeping overnight, loitering for extended periods of time when not actively retrieving stored property from the Space, or other activities that could reasonably be construed as habitation.
- e. Lessee agrees not to use the Space to conduct or aid in any illegal activities.
- f. Lessee agrees to keep any vehicle(s) stored in the Space in a working and serviceable condition (e.g., drivable, towable with no flat tires and appropriately registered or licensed).
- g. Lessee agrees to keep any vehicle(s) stored in the Space pursuant to this Agreement insured and current on registration with the State of Colorado. The Lessee shall provide the Landlord with a current copy of Lessee's insurance policy, the insurance agent's name and contact number, and current proof of registration. If at any time a Lessee's vehicle registration and/or insurance expire Lessee shall be considered in default of this Agreement.
- h. Lessee agrees not to store any flammables, other than those included as an integral part of a factory built-in component of the vehicle(s), explosives, contraband, stolen property, perishables, guns, ammunition, or anything alive or dead. The possession of any illegal drug, substance, or drug paraphernalia is prohibited. Public consumption of any marijuana product is prohibited.
- i. Lessee agrees that all pets shall be restrained by a leash, cord, or chain a maximum of 10 feet in length and held by a person who is physically able to control the animal. Lessee agrees that all animal excrement shall be removed immediately and disposed of in a proper disposal receptacle. Lessee acknowledges and agrees that cruelty or mistreatment of an animal is prohibited, and shall not be tolerated, on the premises.
- j. Lessee agrees to abide by the Rules and Regulations, and all local, state, and federal rules, regulations, and laws applicable to the Space and use thereof, as all of which may be amended from time to time.

9. **HAZARDOUS OR TOXIC MATERIALS.** Lessee is strictly prohibited from storing, or using, on the premises materials classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials. Lessee shall not allow the release of any hazardous materials or liquids on the property during the storage of any vehicles or items. Lessee's obligation of indemnity as set forth herein specifically includes any costs, expenses, fines, or penalties imposed against the Landlord arising out of storage, use, or creation of any hazardous material by Lessee, Lessee's agents, employees, invitees, and guests. The Landlord and its agents may enter the Space at any time to remove and dispose of prohibited items.

10. CARE OF THE PREMISES. Lessee and Lessee's agents, employees, invitees, and guests, will maintain the Space in good condition, reasonable wear and tear excepted, and Lessee shall not conduct any activities which may injure the property or be a nuisance or a menace to other Lessees and shall maintain the area within the Space in a neat, orderly, safe, and aesthetically pleasing manner free from debris and trash.

11. DAMAGE BY LESSEE. Lessee is responsible for the cost to repair any and all damage to the Space or Premises caused by Lessee, Lessee's agents, employees, invitees, and guests.

12. INSURANCE. THE LANDLORD DOES NOT PROVIDE INSURANCE FOR STORED GOODS. Lessee is encouraged to obtain a renters insurance policy to cover Lessee while occupying the Space.

13. RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE. Lessee understands that NO ATTENDANT WILL BE ON DUTY AT ANY TIME. All personal property stored within or upon the Space by Lessee shall be at Lessee's sole risk. The Landlord and each of its directors, employees, agents, and consultants shall not be liable for any loss or damage to Lessee's personal property stored within or upon the Space arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, Acts of God.

14. RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY. The Landlord and each of its directors, employees, agents, and consultants, shall not be liable to Lessee, Lessee's agents, employees, invitees, and guests for injury or death to Lessee, Lessee's agents, employees, invitees, and guests as a result of Lessee's use of Space or the Premises.

15. INDEMNIFICATION. The Lessee shall indemnify, defend and hold harmless the Landlord and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Lessee or any of Lessee's agents, in connection with this Agreement or which, in the case of the District, which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that the Lessee shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the Indemnitees. The obligations of this Section shall survive termination or expiration of this Agreement.

16. DISTRICT'S RIGHT TO ENTER (NO DEFAULT). The Landlord, and persons authorized by the Landlord, may enter the Space at all reasonable times upon reasonable advance notice (or any time without notice in the case of an emergency).

17. LESSEE'S ACCESS. Lessee's access on the Premises may be conditioned in any manner deemed reasonably necessary by the Landlord to maintain order on the Premises. Such measures may include, but are not limited to, verifying Tenant's identity and/or limiting hours of operation.

- 18. PROPERTY LEFT ON PREMISES.** To the extent permitted by law and in accordance with the Rules and Regulations, the Landlord may remove and/or dispose of any property left in the Space or on the Premises by Lessee after Lessee's tenancy is terminated.
- 19. RULES.** Lessee shall abide by the Rules and Regulations, as may be amended from time to time. Lessee agrees to observe a 5 M.P.H. speed limit on the Premises.
- 20. RELOCATION.** The Landlord reserves the right to relocate Lessee to any comparable Space.
- 21. SUBLEASE.** Tenant may not assign this Agreement or sublet the Space.
- 22. LIEN.** Lessee hereby acknowledges that entering into this Agreement establishes a lien on all personal property located in the Space in favor of the District in accordance with Section 38-21.5-102, C.R.S., which lien may be enforced in accordance with Section 38-21.5-103, C.R.S. and any other applicable laws.
- 23. SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.
- 24. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Eagle County District Court.
- 25. WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 26. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties.
- 27. GOVERNMENTAL IMMUNITY.** Nothing in this Agreement or in any action taken by the District pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

LESSEE SIGNATURE: _____

DATE: _____

DISTRICT SIGNATURE: _____

DATE: _____