

**THE PINERY HOMEOWNERS' ASSOCIATION, INC.
SELF-SERVICE STORAGE FACILITY LEASE**

Whereas, The Pinery Homeowners' Association, Inc. ("PHA" or "Lessor") is the owner of certain real property known as the Pinery Homeowners' Association Self-Service Storage Facility located north and west of the intersection of North Pinery Parkway and Colorado State Highway 83 (the "Facility");

Whereas, the undersigned member of the PHA (the "Lessee") desires to lease storage space for the use specified herein at the Facility; and

Whereas, Lessor is willing to lease storage space at the Facility to Lessee, and the parties desire to execute a written lease agreement containing the terms and conditions of their agreement (the "Lease").

Now, Therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LEASE: Lessor hereby leases the storage space at the Facility as set forth and described in attached Exhibit A (the "Storage Space"), pursuant to the terms and conditions of this Lease. This Lease is subject to all existing and future easements or rights-of-way and all other leases granted by Lessor to other parties at the Facility, and to those retained by Lessor. Lessor retains the right to use existing and future easements for any purpose, including, but not limited to, locating utilities. Except as expressly set forth in Exhibit A to this Lease, Lessee acknowledges and agrees that Lessor shall have no responsibility to offer, provide or furnish any utilities for use by Lessee on the Storage Space or in the Facility, and Lessee shall not apply for or connect any utilities to the Storage Space or the Facility without the prior written authorization of Lessor, which authorization may include additional terms and conditions applicable to Lessee's use of such utilities. Unless the Storage Space allocated to Lessee as set forth in Exhibit A is specifically designated therein as including access to electricity, Lessee shall have no right to access or use electrical outlets located at the Facility. Unauthorized use of electricity at the Facility by Lessee shall be deemed a breach of this Lease and shall entitle Lessor to levy fines against Lessee in an amount not to exceed \$250 per occurrence, in addition to, but not in lieu of, all other remedies available to Lessor hereunder. Lessee represents and warrants that he is a member of the PHA, and acknowledges and understands that Lessor leases Storage Spaces at the Facility to PHA members only and Lessee must be a PHA Member at all times during the Term (as defined in Paragraph 2 below) of this Lease. Lessee further acknowledges and agrees that Lessor, upon thirty (30) days prior written notice, may at any time reassign Lessee to another Storage Space, and such reassignment shall not affect the terms and conditions of this Lease in any manner, nor give rise to any right of Lessee to terminate this Lease.

2. TERM: Subject to early termination as specified in this Lease, the initial Lease term shall begin on the date set forth in Exhibit A and shall end on the date set forth in Exhibit A and in no event shall exceed six (6) months (the "Initial Term"). Lessor, at its sole option, may offer to renew this Lease for successive six (6) month periods ("Renewal Periods") by written notice to Lessee at least sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Period ("Renewal Notice"). Lessor's Renewal Notice shall set forth the Rental Fee (as defined in Paragraph 3 below) required for the Renewal Period and any other terms and conditions different than or in addition to the terms and conditions of this Lease that must be accepted by Lessee in order to extend this Lease for the Renewal Period. Lessee may accept Lessor's Renewal Notice by paying Lessor in full the Rental Fee indicated in the Renewal Notice not later than thirty (30) days prior to expiration of the Initial Term or any subsequent Renewal Period ("Renewal Acceptance Date"). If Lessor makes Lessee an offer to renew this Lease and Lessor does not receive the full Rental Fee payment by the Renewal Acceptance Date, then this Lease shall terminate on the expiration of the Initial Term or any subsequent Renewal Period, as applicable, and Lessee shall vacate the Storage Space on or before the last day of the Initial Term or any subsequent Renewal Period, as applicable, in accordance with the terms and conditions of this Lease. Lessor shall be under no obligation to offer a Renewal Period to Lessee. The Initial Term together with any Renewal Periods is referred to herein as the "Term".

3. RENTAL FEE: The rental rate for the full Initial Term is set forth in attached Exhibit A (the "Rental Fee"). The Rental Fee for the Initial Term is due and payable in full upon execution of this Lease by Lessee, and in any event prior to Lessee's use of the Storage Space. The Rental Fee for any Renewal Period will be set by the PHA Board of Directors in its sole discretion and shall be set forth in the Renewal Notice and due and payable as described in Paragraph 2 above. If Lessee vacates or abandons the Storage Space or relinquishes this Lease, Lessee shall not be entitled to a refund of any portion of the Rental Fee.

4. SECURITY DEPOSIT: In addition to the Rental Fee for the Initial Term and any subsequent Renewal Period, Lessee shall be required to provide a security deposit as set forth in attached Exhibit A (the "Security Deposit"), to secure the obligations of Lessee under this Lease. Lessee shall pay Lessor the Security Deposit prior to or upon execution of this Lease. The Security Deposit shall be returned to Lessee, without interest, within forty-five (45) days after termination of this Lease, provided that Lessee has complied with each and every term and condition of this Lease. All reasonable costs to clean and/or repair, remove and/or dispose of any material from the Storage Space or the Facility, additional Rental Fees due, collection or legal fees or any other unpaid charges may be deducted by Lessor from any Security Deposit and in the event such amounts exceed the amount of the Security Deposit, any remaining balance shall be billed to Lessee, who shall promptly pay such balance in full. In addition to and not in lieu of, any rights and remedies available to Lessor, Lessee shall forfeit the Security Deposit in its entirety if: (a) Lessee fails to provide Lessor with at least thirty (30) days written notice prior to expiration of the Initial Term or any subsequent Renewal Period of Lessee's intention to vacate the Storage Space at expiration of the Initial Term or any subsequent Renewal Period; (b) Lessee fails to return at termination of this Lease all access codes, access cards, combinations and keys provided to Lessee for accessing the Facility; or (c) Lessee does not accept a Renewal Notice by the Renewal Acceptance Date, and Lessee fails to completely vacate the Storage Space and the Facility on or before the last day of the Term of this Lease.

5. ACCESS TO FACILITY: Subject to the terms and conditions of this Lease, including any rules, procedures and policies established by Lessor from time to time, Lessor shall reasonably endeavor to permit Lessee to access the Facility during the Facility's regular hours of operation as established by Lessor from time to time and grants Lessee rights of ingress and egress over the Facility for the purpose of accessing the Storage Space, as designated by Lessor from time to time. **LESSEE MUST SECURELY LOCK THE FACILITY GATE IMMEDIATELY AFTER ENTERING OR EXITING THE FACILITY.** Lessee is solely responsible for possession of access codes, access cards, combinations and/or keys to the Facility, and the return thereof at the termination of this Lease for any reason. Lessee acknowledges and agrees that Lessor shall have no obligation to provide snowplowing or road surface applications to roads accessing the Facility or the Storage Space. Lessee hereby grants Lessor (and its agents and representatives) permission to access, without prior notice and at any reasonable time, the Storage Space or any stored property for the purpose of Facility maintenance, inspection and verification of compliance with the terms and conditions of this Lease or as Lessor may deem necessary or desirable, including for removing and disposing of any property kept in the Storage Space in violation of this Lease or any law or regulation. The provisions of this section shall not create any duty by Lessor to make any repairs, alterations or improvements. Lessee further agrees to comply with any reasonable request by Lessor, from time to time, for Lessee to temporarily relocate stored property from the Storage Space to an alternative location designated by Lessor to enable Lessor to perform maintenance or repairs to the Facility. Except in the case of an emergency, Lessor shall provide Lessee with at least seven (7) days' advance notice of such maintenance or repairs and Lessee agrees that, should Lessee fail to move stored property as requested, Lessor shall have the right to temporarily relocate any stored property located in the Storage Space to the alternative location, without liability to Lessor or any third party for any damage resulting to said stored property.

6. CONDITION AND USE OF FACILITY: Lessee acknowledges that it has fully inspected the Facility, including the Storage Space, and hereby accepts them "AS IS", in their present state and condition, as suitable for the purpose for which the same are leased and understands and agrees that changes in such condition may occur by reasonable deterioration during the Term of this Lease. **LESSEE FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THE FACILITY IS LOCATED IN A FLOOD PLAIN.** Lessee agrees not to permit or allow any waste or damage to be committed on any portion of the Facility and agrees to take good care of and maintain the Storage Space in good condition throughout the Term of this Lease. Lessee will at all times keep the Storage Space neat, clean and in a sanitary condition and will return it to Lessor in the same condition as when received by Lessee, normal use and wear excepted. The Storage Space is for lawful storage of property only, within the prescribed confines of the individual leased Storage Space, and may not be used for, among other things, without limitation, residential purposes, to house live animals, or for any unlawful purpose. Lessee represents and warrants that the Storage Space shall not be used to, among other things, without limitation, store perishable food items, explosives, highly flammable materials, hazardous materials, toxic materials or chemicals, substances whose storage or use is regulated or prohibited by local, state or federal law or regulation or anything that may present a health or safety risk or hazard. Lessee acknowledges and agrees that the Storage Space shall be used only, and Lessee represents and warrants that the Storage Space will be used only, to store vehicles in good, fully-operational condition, including: automobiles, trucks, motor homes, camper vans, trucks with campers, trailered boats, camper trailers, utility trailers and empty trailers designed for hauling cars, boats or horses. Lessee shall not store in the Storage Space any other type of vehicles not described in the preceding sentence without Lessor's prior written approval. Lessor may, at its sole discretion, refuse to allow storage of any property which does not, in Lessor's sole

judgment, comply with the above guidelines or any other rules, guidelines or procedures established by Lessor from time to time. Lessee may temporarily park another properly licensed and registered automobile or truck in the Storage Space while the regularly stored vehicle is being used outside the Facility. Lessee represents and warrants that all property to be stored in the Storage Space shall belong solely to the Lessee and not to any third parties. Lessee may not conduct any business or commercial transactions on or about the Facility. Lessee shall not make any alterations or modifications to the Storage Space or the Facility or attach any fixtures or signs without obtaining the prior written consent of Lessor, which consent Lessor may withhold in its sole discretion. Lessee agrees at its own cost and expense to repair or replace any damage or injury done to the Facility, including the Storage Space, or any part thereof, caused by the acts or omissions of Lessee, Lessee's agents, invitees or visitors. If Lessee fails to make such repairs or replacements promptly, Lessor may, at its option, make such repairs or replacements, and Lessee shall pay the cost thereof to Lessor on demand. Lessee shall, at its own expense, fully comply with all applicable laws, regulations, rules and ordinances of any applicable federal, state or local authorities or agencies now existing or promulgated during the Term of this Lease, which relate to the storage of Lessee's property at the Facility and the lease granted hereunder.

7. LESSEE'S PROPERTY/LIMITATION OF LIABILITY: Lessee acknowledges and understands that no bailment is created by this Lease. Lessor is not engaged in the business of storing goods for hire nor in the warehousing business, but is simply leasing the Storage Space for use by Lessee in storing items of personal property owned by Lessee. Lessor does not take custody, control, possession or dominion over the contents of the Storage Space and will not provide protection for the Facility, Storage Space or the contents thereof. It is mutually agreed and understood that Lessor is not required to give, nor cause to be given, any service whatsoever to Lessee, this being a contract for storage only; nor shall Lessor be obligated to employ a watchman, guard or security system to guard or protect the Facility or Lessee's property. **ALL PROPERTY IS STORED AT THE SOLE RISK OF LESSEE.** Lessee must take whatever reasonable precautions are necessary to safeguard any property placed in the Storage Space, consistent with the terms and conditions of this Lease. Lessor has no obligation whatsoever to carry any insurance on Lessee's property stored in the Storage Space. **IF LESSEE WISHES TO HAVE STORED PROPERTY COVERED BY INSURANCE, LESSEE MUST OBTAIN ITS OWN COVERAGE AT LESSEE'S SOLE EXPENSE.** Lessee shall be solely responsible for paying any and all applicable property or other taxes on any property stored at the Facility, and represents and warrants that Lessee has obtained and will maintain all applicable licenses or permits required of Lessee to store the property at the facility and transport the property in and out of the Facility. **LESSOR WILL NOT BE RESPONSIBLE OR OTHERWISE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, NOR FOR LOSS OR DAMAGE TO THE PROPERTY OF LESSEE DUE TO ANY CAUSE, INCLUDING, BUT NOT LIMITED TO, FIRE, EXPLOSION, THEFT, VANDALISM, WIND, FLOOD, WATER DAMAGE, WEATHER CONDITION, WAR, INSURRECTION, GOVERNMENTAL ACTION, LABOR STRIFE, OR ANY ACTS OF GOD, ANY DEFECT, WHETHER KNOWN OR SUBSEQUENTLY CREATED OR DISCOVERED, IN THE FACILITY OR STORAGE SPACE, OR ACTS OR OMISSIONS OF ANY THIRD PARTY, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE MAY BE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES. IN NO EVENT SHALL LESSOR'S TOTAL LIABILITY TO LESSEE OR ANY PARTY CLAIMING THROUGH LESSEE FOR DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE LEASE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE RENTAL FEES LESSEE HAS PAID LESSOR DURING THE INITIAL TERM OR ANY RENEWAL PERIOD, AS THE CASE MAY BE.**

8. INDEMNITY: Lessee shall indemnify, defend and hold Lessor, its agents, employees, officers, directors, members, successors and assigns, in their official and individual capacities, harmless from and against any and all claims, liabilities, losses, fines, penalties, damages, costs and expenses, including attorney's fees, arising out of, resulting from or in connection with Lessee's use of the Storage Space, Lessee's presence on the Facility premises or anything done whatsoever in the Storage Space or on the Facility premises by Lessee, Lessee's agents, employees, invitees or visitors, including, without limitation, which results in damage or injury to person or property of any other party or to any Storage Space or part of the Facility. This Paragraph shall survive termination or expiration of this Lease for any reason.

9. TERMINATION, DEFAULT, LIEN AND FORECLOSURE: This Lease shall terminate: (a) at the end of the Term unless renewed in accordance with Paragraph 2; (b) at any time, upon notice to Lessee, at Lessor's discretion; or (c) upon the default of Lessee, except that Lessee's monetary obligations under this Lease and any other obligations which accrue prior to termination shall survive termination based on Lessee's default. Lessee shall be in default of this Lease if Lessee: (1) fails to pay any Rental Fees or any other amounts or charges when due; (2) fails to properly surrender Storage Space upon any termination of this Lease; or (3) fails to

perform, by act or omission, any other term or condition of this Lease. In the event of default, Lessee shall be liable for all incidental and consequential damages including back or future rent, property damage, attorney's fees and costs incurred in exercising Lessor's rights under this Lease including storage costs and/or costs to dispose of property. In addition, Lessee may be denied access to the Facility and Storage Space in addition to any other remedies which may be available to Lessor under the laws of the State of Colorado, and any stored property shall be subject to a self-service storage facility lien in accordance with Colorado Revised Statutes, S38-21.5-101 through 105 (the "Act"). As to any and all Rental Fees, charges, damages, liquidated damages, or attorneys' fees and costs which may become due and payable by the Lessee hereunder, notice is hereby given in accordance with the Act that **PROPERTY AND/OR ARTICLES STORED IN THE FACILITY OR STORAGE SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF FULL PAYMENT OF ANY AMOUNT DUE HAS NOT BEEN RECEIVED FOR A CONTINUOUS THIRTY (30) DAY PERIOD.** As required by the Act, Lessee shall at all times during the Initial Term and any Renewal Period promptly and fully disclose to Lessor any and all lienholders with an interest in any stored property on Exhibit A attached hereto.

10. MISCELLANEOUS: Lessee may not assign this Lease or any part of it and may not sublet the whole or any part of the Storage Space without the prior written consent of Lessor. Any notice given under this Lease must be in writing and addressed to the other party at the appropriate address shown below. Any such notice will be deemed to have been given when it is deposited, postage prepaid, in the United States mail. The addresses may be changed by written notice only in the same manner for notices set forth above. If any term or provision of this Lease or its application to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease will not be affected. This Lease shall be subject to the laws of the State of Colorado. Lessor's remedies under this Lease shall be cumulative and not alternative. If Lessor maintains an action to enforce Lessee's obligations under this Lease, Lessor shall be entitled to its attorneys' fees and court costs. The captions of this Lease are for convenience only and in no way affect the interpretation of this Lease. No provision of this Lease may be waived or changed other than by written agreement, signed by a duly authorized officer of the Lessor. This Lease is binding upon the parties, their heirs, successors, personal representatives and permitted assigns. This Lease constitutes the entire agreement between Lessee and Lessor and supersedes and replaces any prior agreement, whether oral, written or implied, between the parties with respect to the subject matter of this Lease. Any agreement or representation not expressly set forth herein shall have no force or effect and is void.

LESSEE HAS READ, UNDERSTANDS, AND AGREES TO, ALL TERMS AND CONDITIONS OF THIS LEASE:

Lessee Signature: _____

Print Lessee Name: _____

Lessee Address: _____

Lessee Phone: _____

Date Signed: _____

Accepted By Lessor:

Lessor Signature: _____

Duly Authorized Representative

Lessor Address: The Pinery Homeowners' Association, Inc.
8170 Hillcrest Way
Parker, CO 80134
Phone (303) 841-8572

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