



RENTAL AGREEMENT AND FORMS PURCHASE AGREEMENT AND RELEASE

By purchasing the Rental Agreement Forms package (hereinafter “Rental Agreement Forms”) offered by the Colorado Self Storage Association (hereinafter referred to as “COSSA”), _____ (hereinafter referred to as the “Storage Facility”) hereby agrees with and promises to be bound by the following terms and conditions concerning this purchase:

- (1) COSSA has done its best to compile a Rental Agreement and Forms that comply with Colorado law, but COSSA does not warrant, either expressly or implicitly, nor guarantee, that this Rental Agreement and Forms, and any subsequent revisions thereto, will fully comply with Colorado law, nor does COSSA warrant, either expressly or implicitly, that the Rental Agreement will protect Storage Facility from legal claims or disputes Storage Facility may have with a customer;
- (2) COSSA is selling this Rental Agreement and Forms, as well as any subsequent revisions thereto, to Storage Facility with the understanding that the Storage Facility maintains sufficient liability insurance to cover any claims levied against the Storage Facility, which insurance will provide a defense and indemnity for loss or damage; by purchase of this Rental Agreement and Forms, Storage Facility acknowledges and promises that Storage Facility has, and will maintain liability insurance necessary to cover claims and losses against or concerning the Storage Facility and its operation;
- (3) At the time of purchase, Storage Facility will retain its own counsel to confer with, and to review and revise the Rental Agreement and Forms, and any subsequent revisions thereto, which will be provided to Storage Facility’s independent counsel in order to ensure the Rental Agreement Forms, and any subsequent revisions thereto, complies with the specific factual and legal needs concerning the Storage Facility;
- (4) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Storage Facility, in the event of any claim whatsoever against Storage Facility, or any individual associated with Storage Facility, regardless as to the nature of the claim, Storage Facility hereby waives any and all claims against COSSA, its board members, advisors, and legal counsel, regarding any and all such claims, whether in contract, tort or equity, which waiver is and shall be a full and total release of any liability on the part of COSSA regarding any such claim against the Storage Facility; in the event of any claim levied against COSSA, its board, advisors, or legal counsel, the Storage Facility will indemnify and hold harmless COSSA, its board, advisors, and legal counsel, which indemnification shall include paying of reasonable attorneys fees and costs associated with any defense of any claims; this waiver and release is an integral part of the purchase agreement, and but for this waiver and release, COSSA would not sell Storage Facility the Rental Agreement and Forms;
- (5) The copyright to the Rental Agreement Forms, and any subsequent revisions thereto, belongs to COSSA. Neither Storage Facility, nor anyone else associated with or employed by the Storage Facility will make the Rental Agreement and Forms, and any subsequent revisions thereto, available to any other third party Storage company, or any other third parties.

Dated this _____ day of _____, 20____.

By: _____

Acting, with authority, as _____ of the Storage Facility.