

DATE IN: _____

PAID THRU: _____

DATE OUT: _____



TRAILER STORAGE AGREEMENT

CORDILLERA METROPOLITAN DISTRICT

DATE:

TRAILER OWNER ("Owner"): (Please provide owner and trailer information below)

Name: _____

Address: _____

Telephone: _____ **Fax:** _____

Email: _____

TRAILER DESCRIPTION ("Trailer"):

Make & Model: _____

Size (length/width): _____

Vehicle Registration State: _____ Tag#: _____

TRAILER STALL NUMBER ("Location"): _____

MONTHLY FEE per Location ("Fee") :

Monthly: 10'x20' space for \$60 per month

12'x20' space for \$75 per month

12'x40' space for \$90 per month

Daily Rate: 10'x20' space for \$5/daily

12'x20' or 40' space for \$8/daily

THIS AGREEMENT IS MADE AS OF THE DATE FIRST WRITTEN ABOVE BY AND BETWEEN CORDILLERA METROPOLITAN DISTRICT AND OWNER SUBJECT TO THE INFORMATION ABOVE AND THE TERMS AND CONDITIONS BELOW.

***PLEASE SIGN AND RETURN**

Cordillera Trailer Park Guidelines

1. All trailers must be registered with Cordillera Public Safety at 970.569.6251 prior to being left at the trailer park.
2. A fee of \$60/month per trailer or \$5/day per trailer will be assessed for trailer parking, based on the size of the space, as indicated on the first page.
3. Public Safety will register the trailer along with the owner's name, contact information and a description of the trailer. Persons registering trailers will be required to sign a liability release.
4. Each trailer will be assigned a specifically numbered parking spot. A numbered sticker that corresponds with the parking assignment will be issued for the hitch of the trailer. The sticker must be displayed prominently on the trailer hitch. Trailer parking spots are subject to change.
5. All trailers must be parked in their assigned spots, parked between the numbered posts, perpendicular to the posts and secured so that they cannot roll. Storage of any items outside or around the trailer is strictly prohibited.
6. Trailer owners are responsible for snow removal for their individual trailer spots. Owners may contact Community Operations for snow removal if or when the spots will be empty.
7. Trailer owners are responsible for damage to their assigned spot. Owners will be charged for damages to their spots.
8. While in the lot, overnight usage of trailers and RV's is prohibited.
9. At any time, especially in the event of an emergency, trailer owners should not hesitate to contact the Divide Gate for assistance.
10. Owners' park at their own risk. The District is not responsible for any damage or losses.
11. Unauthorized vehicles will be towed at the trailer owner's expense.

Important Contacts

	Land Line	Cell Phone
Divide Gatehouse:	970.926.2335	970.390.4669
Director of Public Safety: Barry Smith	970.569.6261	970.977.9041

PLEASE SIGN BELOW:

TRAILER OWNER

SIGNATURE: _____ DATE: _____

DISTRICT: _____ DATE: _____

TERMS AND CONDITIONS

- District.** The Cordillera Metropolitan District (“District”) offers storage space for trailers for temporary hire for a fee. The District’s real property is referred to herein as the “Premises”.
- Owner.** Owner represents and warrants that s/he is the owner of, or has contractual control over and responsibility for, the Trailer and desires to store the Trailer on the Premises, in a stall designated by the District (Location).
- Term.** This Agreement shall commence upon the date first written above and shall continue on a self-renewing, month-to-month basis until terminated at the end of a month by either party by providing 30 days’ notice to the other party that it intends to terminate the Agreement. Such notice shall specify the effective date of termination.
- Storage Fee; Payments.** In consideration of the District’s agreement to allow the Trailer to be stored, Owner agrees to pay the District the Fee set forth herein. The Fee for the term of this Agreement, prorated on the basis of a 30-day month if the commencement date is other than on the first day of the month, is due and payable upon execution of this Agreement (whether or not the Trailer is then stored on the Premises). Owner agrees that if Fee is not paid in full, the District has the right to place a lock on the Trailer and limit access until such time as the Fee is paid in full. If the Fee is more than 90 days past due, the Trailer will be removed from the Premises and towed at Owner’s expense. Owner shall be responsible for any offsite storage costs if the Trailer is towed from the Premises for nonpayment.
- Storage Location.** The Trailer shall be stored only in the designated Location as set by the District. The designated Location is subject to change by the District. If Owner fails to park Trailer in the designated Location, the District reserves the right to move said Trailer without contacting Owner.
- Care, Custody and Control; Liability.** Owner understands and agrees that the storage of the Trailer on the Premises does not and shall not be deemed to create a lease or bailment under the Uniform Commercial Code or any other law; that the Trailer shall, at all times when on the Premises, remain and be deemed to be in the care, custody and control of Owner; and that the District shall have no responsibility for (a) protection of the Trailer and any contents in the Trailer, and (b) no liability whatsoever for (i) any physical loss or damage to the Trailer, or other personal property of Owner or Owner’s guests or invitees and/or (ii) loss, damages, or claim made by any party, including Owner and any third party, resulting from any use or presence of the Trailer on the Premises. Owner agrees that it will exercise due diligence and care in its use and operation of the Trailer upon the Premises and in accordance with any rules or directions promulgated by the District.
- Reimbursement; Indemnity; Insurance.** Owner hereby agrees to promptly reimburse the District for any physical damage to District property arising out of Owner’s use or storage of the Trailer upon the Premises. Owner further agrees to indemnify, defend, and hold the District, its directors, officers, agents, and employees harmless from and against every claim of loss or damage arising out of Owner’s ownership, use, or storage of the Trailer on The Premises. In support of, but without limiting, the foregoing indemnity, Owner agrees to carry broad-form general liability insurance with a combined single limit of coverage of not less than five hundred thousand dollars (\$500,000) protecting Owner and the District from claims by third parties arising out of Owners ownership, use or storage of the Trailer on the Premises.

8. **Miscellaneous.** This Agreement shall be construed as a license for certain limited use of portions of the Premises and nothing in this Agreement shall be construed as creating in Owner any real property right or interest in any part of the Premises. This Agreement supersedes any and all other agreements, oral or written, between the parties relating to the storage of the Trailer on the Premises. This Agreement is not assignable by either party. In the event that either party commences litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and other costs of litigation. This Agreement shall be interpreted, construed, and litigated under the laws of the State of Colorado. Venue for the resolution of any dispute arising hereunder shall be Eagle County, CO.