

LEASE

THIS LEASE is made this ____ day of _____, 2018 (the "Commencement Date"), by and between the following parties:

OPERATOR:

MONTANA OUTDOOR STORAGE, LLC
3604 Drury Lane
Billings, MT 59105
(406) 698-1116

Email address

RENTER:

Name

Address

City State Zip

Telephone Number: (406) _____ (o) / (406) _____ (c)

Email address

Space No.

Authorized Access Code

1. Lease of Space. Operator agrees to lease to Renter, and Renter agrees to lease from Operator, the use and occupancy of the space identified by the Space No. set forth above (the "Space") in the Operator's self-storage facility located at 3604 Drury Lane, Billings, MT 59105 (the "Property").

2. Term. Unless sooner terminated in accordance with the terms and conditions hereof, the term of this Lease shall begin on the Commencement Date and continue on a month-to-month basis thereafter unless and until notice to terminate is given by either party to the other at least fifteen (15) days prior to the beginning of the next succeeding month.

3. Rent and Security Deposit. Renter agrees to pay Operator rent in the amount of \$ _____ per month. Rent is due in advance on or before the 1st day of each calendar month and shall be paid to Operator at Operator's address set forth above in this Lease or at such other place as Operator may designate from time to time by notice to Renter. Rent for a partial first month will be prorated and is due upon execution of this Lease. If this Lease is entered into after the fifteenth (15th) day of the month the next month's rent is also due upon execution of this Lease.

Renter agrees to pay Operator a security deposit in the amount of \$ _____ upon execution of this Lease. Upon termination of this Lease, and no offset having been made for accrued rent or other charges, damage to the Space or the Property or any other breach of this Lease, Renter shall be entitled to a full refund of the security

deposit. In the event of an offset for rent or other charges, damage to the Space or the Property or any other breach of this Lease, that portion of the security deposit remaining upon termination of this Lease, if any, shall be refunded by Operator to Renter. Except as otherwise provided with respect to Renter's security deposit, **NO RENT OR FEE REFUNDS WILL BE GRANTED.**

4. **Use of Premises.** The Space is to be used by Renter only for the storage of an automobile, truck, trailer, recreational vehicle, boat, camper or such other personal property as may be approved by Operator. Only one (1) item of personal property may be stored in the Space and only items of personal property with a current registration, license and inspection will be permitted in the Space unless otherwise agreed by Operator. The Space may not be used for residential purposes or to house live animals. Renter may not conduct any business or commercial transactions in or about the Space. Renter agrees not to store any hazardous materials, hazardous substance, hazardous waste, solid waste, toxic chemicals, illegal goods, explosives, highly flammable materials, perishable foods or any other goods which may cause danger or damage to the Space or the Property. Renter agrees that the Premises shall not be used in violation of any law, statute, ordinance or regulation of any political subdivision or any deed restrictions of record. Renter may not make alterations or modification to the Space or attach any fixtures or signs in or about the Space without the consent of Operator. Renter agrees to be bound by any Rules and Regulations for the Property as may be posted by Operator from time to time. All Rules and Regulations shall be deemed to be part of this Lease.

5. **Renter Responsibility.** Renter acknowledges and agrees that Operator is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Lease. Operator does not exercise care, custody, or control over the Renter's personal property stored in the Space. **ALL PERSONAL PROPERTY STORED IN THE SPACE BY RENTER SHALL BE STORED AT RENTER'S SOLE RISK AND RENTER MUST TAKE WHATEVER STEPS RENTER DEEMS NECESSARY TO SAFEGUARD SUCH PROPERTY.** Neither Operator nor Operator's members, employees or agents shall be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of Renter's use of the Space or the Property from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of Operator or Operator's members, employees or agents.

Renter shall, at Renter's expense, obtain such insurance coverage as Renter deems necessary and desirable with respect to Renter's personal property stored in the Space. Operator does not have any obligation to carry insurance on Renter's personal property stored in the Space or to otherwise secure or safeguard Renter's personal property. If Operator does provide security in the form of controlled access, fencing, cameras, motion detectors or similar devices, Operator does not create or assume any liability arising from the failure of such devices.

6. **Indemnification.** Renter hereby indemnifies and agrees to hold Operator harmless from and against any and all actions, claims and demands arising out of the use, occupancy, or non-use of the Space by Renter, including, but without limitation of the foregoing, any carelessness, negligence, improper conduct or breach of this Lease by Renter or Renter's agents, employees, invitees, guests or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by Operator incident thereto. Operator shall promptly notify Renter of any claim asserted against Operator on account of any injury or claimed injury to persons or property arising out of or occasioned by the use and occupancy by Renter of the Space, and shall promptly furnish Renter the original or true copies of any summons, complaint or other process, pleading or notice, issued in any suit or other proceeding to assert or enforce any such claim. Renter shall have the right to defend any such suit with attorneys of Renter's own selection, and Operator shall have the right, if Operator sees fit, to participate in such defense at Operator's own expense.

7. **Condition of Space.** Renter has examined the Space and acknowledges and agrees that the Space is satisfactory for all purposes, including storage, safety and security for which Renter will use the Space. Renter will at all times keep the Space neat, clean and in a sanitary condition and will return it to Operator in the same condition as when received by Renter. All repairs to the Space required as a result of Renter's acts or omissions shall be at Renter's sole cost and expense.

8. **Access to Space.**

- (a) **Renter Access.** Except as otherwise provided in this paragraph 8(a) and paragraph 11(a), Renter shall be allowed access to the Space during standard gate hours, which are _____. Notwithstanding anything to the contrary, Renter's access to the Property may be conditioned in any manner deemed reasonably necessary by Operator to maintain order on the Property. Such conditions may include, but are not limited to, requiring verification of Renter's identity, limiting hours of operation and requiring Renter to sign in and sign out upon entering and leaving the Property.
- (b) **Operator Access.** Operator shall be allowed access to the Space at all reasonable times for purposes of inspection or making repairs, additions or alterations to the Space that may be deemed by Operator to be necessary or appropriate. Operator's right of access shall not be construed as an agreement on the part of Operator to make any repairs, additions or alterations to the Space.

9. **Change in Terms.** All provisions of this Agreement, including but without limitation, the monthly rental rate, other fees and charges and conditions of use and occupancy are subject to change at the option of Operator upon thirty (30) days prior notice to Renter. If so changed, Renter may terminate this Lease on the effective date of such change by giving Operator ten (10) days prior notice of termination after receiving a notice of the change of terms. If Renter does not give such notice of termination, the change of terms shall become effective on the date stated in Operator's notice of change of terms and shall thereafter apply to the use and occupancy under this Lease.

10. **Late Payment Penalty and Interest.** In the event Renter is more than ten (10) days late in making any payment of rent or other charges due from Renter under this Lease, the amount due shall accrue a late payment charge in the amount of \$20 or twenty percent (20%) of the monthly rent, whichever is greater, which sum must be paid, together with the delinquent payment before such payment can be deemed paid. Renter covenants and agrees that all sums to be paid under this Lease, if not paid within thirty (30) days after due, shall thereafter bear interest on the unpaid portion thereof at a rate equal to the lesser of (a) ten (10%) percent per annum from the date when due, or (b) the maximum rate permitted under Montana Code Annotated §31-1-107 (1), or any amendments thereto. Dishonored checks shall be subject to an NSF fee in the amount of \$35.

11. **Renter Default.**

- (a) **Access Restriction.** In the event Renter is more than ten (10) days late in making any payment of rent or other charges due from Renter under this Lease, Operator shall have the right to deny Renter access to the Space and the Property until such time as all delinquent rent or other charges have been paid in full.
- (b) **Operator's Lien and Right to Remove Property.** **RENTER IS HEREBY NOTIFIED THAT (1) OPERATOR SHALL HAVE A LIEN ON ALL OF RENTER'S PERSONAL PROPERTY LOCATED IN THE SPACE FOR RENT AND OR OTHER CHARGES INCURRED BY RENTER UNDER THIS LEASE AND FOR EXPENSES INCURRED FOR PRESERVATION, SALE, OR DISPOSITION OF SUCH PERSONAL PROPERTY; (2) OPERATOR'S LIEN ATTACHES ON THE DATE THAT RENTER'S PERSONAL PROPERTY IS PLACED IN THE SPACE; AND (3) IF RENTER IS IN DEFAULT FOR A PERIOD OF MORE THAN SIXTY (60) DAYS, OPERATOR MAY ENFORCE OPERATOR'S LIEN BY SELLING RENTER'S PERSONAL PROPERTY STORED IN THE SPACE AT A COMMERCIALY REASONABLE SALE. OPERATOR'S LIEN HAS PRIORITY OVER ALL OTHER LIENS EXCEPT FOR LIENS THAT HAVE BEEN PERFECTED AND RECORDED ON SUCH PERSONAL PROPERTY AND TAX LIENS.**

If Renter's personal property subject to Operator's lien is titled, registered, or owned by public record and, if rent or other charges due from Renter under this Lease remain unpaid for sixty (60) days, Operator may have Renter's personal property, including but not limited to motor vehicles, watercraft, aircraft, and trailers, removed from the Space and the Property by a professional transfer or tow truck company. The operator is not liable for any damage to Renter's personal

property after the professional transfer or tow truck company takes possession of Renter's personal property.

Notwithstanding anything to the contrary, any time before a sale is held under this paragraph 11(b) or before Renter's personal property is removed under this paragraph 11(b), Renter may pay the amount necessary to fully satisfy the lien and access Renter's personal property.

12. Termination of Lease. Upon a termination of this Lease prior to the expiration of the term or upon the expiration of the term of this Lease, Renter shall immediately surrender and deliver to Operator possession of the Space.

13. Assignment. Renter may not assign this Lease or sublease the Space without the prior consent of Operator.

14. Waiver. The waiver by Operator of any breach of any terms, covenants or conditions contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Lease. The subsequent acceptance of rent under this Lease by Operator shall not be deemed to be a waiver of any preceding breach by Renter of any term, covenant or condition of this Lease, other than the failure of Renter to pay the particular rental so accepted, regardless of Operator's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Operator, unless the waiver is in writing by Operator.

15. Attorney Fees and Costs. In the event either party places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of the possession of the Space in the hands of an attorney, or files suit against the same, the nonprevailing (or defaulting) party shall pay the other party's reasonable attorney fees and costs.

16. Entire Agreement; Amendments. This Lease contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings. Except as otherwise provided in paragraph 9, this Lease may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

17. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

18. Notices. All notices, consents and other communications permitted or required by this Lease shall be in writing and shall be served upon a party by (a) certified mail, return receipt requested, or (b) electronic mail, directed to the party to be served at the addresses set forth on the first page hereof. Notice served by certified mail, return receipt requested shall be considered delivered when postmarked by the United States postal service, properly addressed with postage paid. Notice served by electronic mail shall be considered delivered on the date the electronic message is sent to the party to be served at the electronic mail address set forth on the first page hereof. A party wishing to change its designated address shall do so by notice in writing to the other party. Rejection or other refusal to accept notice, or the inability to deliver notice because of a change of address for which no notice was given, shall be deemed receipt of the notice.

19. Rights and Remedies to be Cumulative. All rights and remedies of Operator and Renter under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law.

20. Applicable Law. This Lease shall be interpreted according to the laws of the State of Montana.

21. Headings. The headings used herein are for convenience only, and shall not be construed as a part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

22. **Time.** Time shall be of the essence of this Lease.

23. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of Operator, its successors and assigns, and shall be binding upon and inure to the benefit of Renter, its successors, and to the extent assignment may be approved by Operator hereunder, Renter's assigns.

RENTER HAS READ AND AGREES TO ALL TERMS AND CONDITIONS OF THIS LEASE AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

OPERATOR:

RENTER:

MONTANA OUTDOOR STORAGE, LLC

By: _____
