

406-544-7718 -- 406stor@gmail.com -- www.406storandlock.com

RENTAL AGREEMENT

Unit number _____ Size _____ Lease Start Date _____

Rent \$ _____ Key _____ Expiration Date _____

Tenant Name _____

If a business - contact person _____

Address _____

City _____ State _____ Zip _____

Home () _____ Business () _____

Cell () _____ Birthday _____

Driver's License # _____ SSN # _____

Employer Name _____

Employer Address _____

-
- Rental of Unit:** Owner hereby rents to Tenant the storage unit described above; term of occupancy to commence on the lease date above and shall expire either (a) on expiration date set forth above; or (b) if a month to month term, at the end of the month specified by tenant in written notice of cancellation by either party to the other. Such notice shall be at least (30) days in advance of cancellation date.
 - Rent:** Monthly rent is payable to 406 Stor & Lock LLC, PO Box 550, Stevensville, MT. 59870, in advance on the first day of each month during the occupancy. Rent for the first month must be paid prior to occupancy. Late charge of \$10.00 shall be payable by tenant for each month rent is not received by Owner on or before the 10th of the month. Owner may increase rent by giving tenant at least thirty (30) days' notice of the increase. Returned checks will incur a 30.00 per incidence fee.
*Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.
 - Security Deposit:** Tenant shall pay to Owner a deposit of \$35.00 for 10' x 15' units as security of damage Owner incurs as a result of Tenant's breach of this agreement, or Tenant's failure to clean and repair the unit or return unit keys (if applicable). The balance of the security deposit shall be refunded to Tenant within twenty (20) days without interest. In the event that the security deposit is insufficient to cover such damages incurred by Owner, Tenant shall be liable for any excess. Tenant shall be further responsible for any legal expenses incurred by Owner for the collection of such monies due. Tenant may not apply the security deposit as rent without Owner's consent
 - Use of the Unit:**
 - Tenant shall use the unit only for the storage of Tenant's personal property, however said property shall not consist of any flammable or hazardous material of any nature, or any material in violation of any law or zoning, fire or other governmental rules or regulations. The unit shall not contain food or beverages or anything edible that may attract animals, rodents, insects etc. The unit shall not be used for human or animal occupancy, to conduct a business, for cooking, sleeping or the consumption of alcoholic beverage, for car repairs or any dangerous activity, or in any way that is a nuisance to the Owner or other tenants. Electricity supplied to the unit shall be used for necessary lighting only and for no other purpose.
 - Tenant shall maintain the premises in good condition and repair and at the expiration of the Agreement return the premises "broom clean" and in the same condition as at commencement of Tenant's occupancy. Tenant shall be responsible for any damage caused to the premises as a result of Tenant's occupancy or acts.

- (c) Tenant shall not make any alterations, install any fixtures, paint, mark, cut, drill or drive nails or screws into, or in any way deface or alter any part of the premises, nor shall Tenant place any sign on the premises. In the event of a violation hereunder, Tenant shall at his sole cost and expense, restore the premises to the original condition at occupancy. Should Owner incur any expense as the result of Tenant's failure under this paragraph, Tenant shall be liable for any such expenses incurred by owner and for reasonable legal fees incurred by Owner in the collection of such debt.
- (d) Tenant shall, at all times during occupancy under this agreement keep the unit locked with a heavy duty steel lock. If such lock is broken or damaged, Owner at his option, but without obligation or liability, may place a lock on the unit. Tenant shall indemnify Owner against any cost or expense under this paragraph, including cost of lock.
- (e) Tenant shall comply with any requirements either or any governmental body having jurisdiction over the premises or with requirements made by any insurance company insuring the Owner's interest in the property.

INITIAL _____

5. **Expiration:** Upon expiration, Tenant shall remove all personal property from premises. Owner, may, at its option, dispose of property not so removed, at Tenant's expense, or retain same as abandoned property.
6. **Default by Tenant:** Each of the following events shall be deemed a default by the Tenant in the terms of this agreement: (a) Nonpayment of rent by the 10th of the month for which the rent is due. (b) Abandonment of the premises by the Tenant. (c) Failure to comply with any of the terms and conditions of this agreement. Upon default, Owner may cancel this agreement immediately upon notice to tenant.
7. **Owner's Lien/Remedies:** Owner has a lien upon all personal property stored in unit for occupancy fees or other charges, present or future, as more fully described in Montana Law 70-8-420.
8. **Risk of Loss:** All property stored within the unit shall be at Tenant's sole risk except for losses resulting from the intentional conduct of the owner. Owner does not provide protection or security for the units nor does Owner take custody or control over the contents of the unit. Owner shall not be held responsible for loss or damage to any of the Tenant's property when such damage or loss is caused by the negligence of 3rd parties, other Tenants, rodents, insects, or acts of God.

INITIAL _____

9. **Insurance:** Any insurance carried by either Owner or Tenant shall be for the sole benefit of the party carrying such insurance. 406 STOR & LOCK LLC STRONGLY RECOMMENDS RENTER'S INSURANCE. (REFER TO #8)

INITIAL _____

10. **Indemnification:** Tenant agrees to indemnify and hold owner harmless from any other person for any loss, claim or expense resulting from the acts or omissions of any other Tenant or persons.
11. **Condition of Unit:** Tenant has inspected the unit and surrounding areas and found same to be in satisfactory condition. Owner has made no warranty or representation as to the condition of the unit or to the remainder of the premises and shall not be liable for any visible or non-visible defect therein.
12. **Inspection of Premises:** Owner and its agents may enter the unit at all reasonable times, upon reasonable notice to tenant except in the event of an emergency, for the purpose of making necessary repairs, inspection of the premises, showing of the unit to a prospective Tenant, purchaser or mortgagee. Tenant shall make the unit available for entry upon such notice, or failing cooperation of Tenant, Owner may cause any lock to be removed at tenant's expense and enter the unit without liability to Tenant.
13. **Assignment:** Tenant may not assign this agreement or sublet the unit or give any other person the right to use the unit without prior written consent of owner.
14. **Notices:** At any notice given pursuant to this agreement shall be in writing, delivered in person or by registered or certified mail, return receipt requested, addressed to the party at the address designated herein. Said address may be changed by written notice to the other party. 15-30 day written notice is required before leaving.
15. **Subordination:** This lease/agreement is subordinate and subject to any mortgage now or hereafter affecting the premises and tenant shall execute any subordination instrument which may be requested by any mortgagee.
16. **Validity:** The invalidity of any provision of this agreement shall in no way affect the enforceability of any other provision hereof.
17. **Access:** It is agreed that tenant will have access to the leased premises/unit only during the hours posted by owner.

Tenant shall comply with all Owner's rules and regulations, including any additional rules and regulations that may be adopted by Owner. Owner will place a copy of the rules and regulations in a conspicuous location at rental office at 3792 East Side Highway Stevensville, Montana.

INITIAL _____

I understand in signing this agreement, I agree to all of the specifics in the lease and also to the following additional terms:

My security deposit will be refunded to me after the proper 30 day notice is given to the owners and the unit is in the condition it was when it was originally leased. In addition, the unit will be inspected for "Broom Clean Condition" and for damages. In this case, if there are damages or janitorial services are needed because of items left in unit, I understand that my security deposit could be reduced or forfeited.

I also understand that should I terminate the lease before I occupy this unit, (within 72 hours) my security deposit will not be refundable.

PRINTED TENANT NAME _____

Signature _____

Date _____

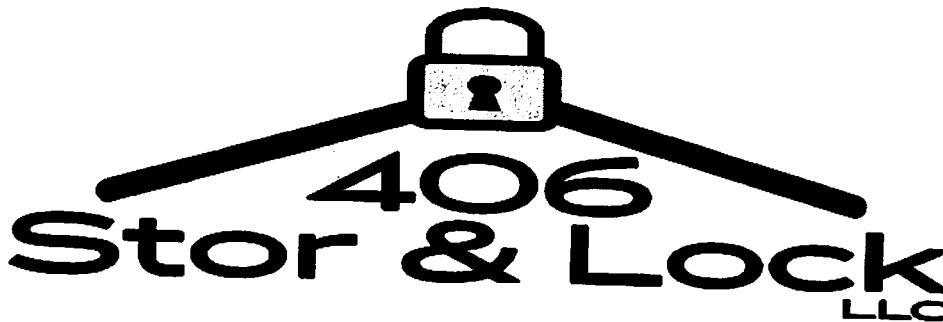
RECEIVED SECURITY DEPOSIT -- CHECK # OR OTHER PAYMENT TYPE _____

406 STOR & LOCK

Owner Signature _____

Date _____





406-544-7718 -- 406STOR@GMAIL.COM -- WWW.406STORANDLOCK.COM

PAYMENT AGREEMENT

MONTHLY CREDIT CARD / DEBIT

Today's date _____ Tenant Unit # _____

Tenant/Business Name _____

Name on credit card _____

Billing address _____

City _____ State _____ Zip _____

Type of card { } Visa { } Mastercard { } American Express { } Discover

Card number _____

Expiration date _____ V-Code _____

Amount \$ _____ Start date _____ End date _____

Mail copy of payment: { } Yes { } No Attn: _____

I, _____ (print name as it appears on card), hereby authorize 406 Stor & Lock to debit my credit card on the 1st of each month. If this date falls on a weekend or holiday, I understand my account will be debited on the next business day.

CASH - Hand deliver to the Owners or the authorized office agents:
Monday-Friday 9-4, with the exception of holidays
3792 Eastside Hwy
Stevensville, Montana 59870

CHECK - Mail to:
406 STOR & LOCK
PO Box 550
Stevensville, Montana 59870

ACH PAYMENT - Routing # _____ Acct # _____

PAYPAL - On the PayPal website, refer to our email for payment - 406STOR@GMAIL.COM

Signed _____

Date _____