

STORAGE UNIT LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between **BUSINESS PARK STORAGE, LLC**, a Montana limited liability company, of Livingston, Montana, hereinafter referred to as "Landlord/Lessor"; and _____ (name) of _____, _____, (address) hereinafter referred to as "Tenant/Lessee".

WITNESSETH:

- 1. LEASE.** The Landlord does hereby lease to the Tenant those premises owned by Landlord near Livingston, Montana, hereinafter called the "Leased Space", more particularly described as follows:
Landlord Storage Unit Nos. _____, located approximately 2 miles East of Livingston, off Business Park Road. It is agreed that this is a commercial lease of the Leased Space. In no event shall the Landlord be considered a "warehouseman" as to any goods stored in such space.
- 2. ACCEPTANCE OF PREMISES.** The tenant accepts the building in its existing condition. No representation, statement or warranty, express or implied, has been made on or in behalf of the Landlord as to such condition.
- 3. TERM.** The term of this lease shall be monthly, commencing on the _____ of _____, _____, unless sooner terminated as hereinafter provided.
- 4. RENT AND TERMINATION.** The Tenant shall pay to the Landlord as rent monthly installments of \$_____ per month payable in advance on the **1st day** of each and every month, commencing _____, and continuing on the **1st day** of each month thereafter with a grace period of five (5) days. **Rents received after 5:00 p.m., commencing on the 6th day of each month will be subject to a \$5.00 late fee. A \$50.00 lien processing fee plus all expenses associated with the sale will also be charged when the rent is 30 days late.** _____ (tenant's initials)
The rent shall be payable to Landlord at **Business Park Storage, 7 Business Park Rd #3, Livingston, MONTANA, 59047**, or at such other place as the Landlord may designate in writing.
A Security Deposit of \$20.00 is due prior to occupancy and will be refunded within 14 business days of vacating, provided that Tenant has given notice of at least 30 days that Tenant intends to vacate the Leased Space and that the Leased Space is returned to Landlord in a clean and undamaged condition.
Either Landlord or Tenant may terminate this lease upon 30 days' written notice, but Landlord may terminate the lease in the event of default pursuant to the procedure set forth in Paragraph No. 10. There will be no reimbursement for any portion of fee(s) in the event that Tenant terminates this Lease upon less than thirty days notice.
Landlord reserves the right to change storage room rates with 30 days prior written notice to customer.
In the event of default of Tenant for nonpayment of rent, Landlord shall have a storage lien and may sell personal property of Tenant stored pursuant to Sec. 70-6-111, Sec. 70-6-412, and Sec. 70-6-420, Montana Code Annotated.
- 5. COVENANT OF QUIET ENJOYMENT.** The Tenant, upon the payment of the rent and upon the performance of all of the terms of this lease, shall peaceably and quietly enjoy the Leased Space subject to the terms of this Lease.
- 6. MAINTENANCE, REPAIR AND SECURITY.**

 - A. The Landlord shall keep the roof, structural supports and exterior walls of the building in good repair.
 - B. The Tenant shall keep the interior of the leased property in as good order and repair as it is at the date of the Commencement of this lease, reasonable wear and tear and damage by normal use expected.
 - C. Tenant is solely responsible for security of any goods stored and Tenant understands that there are no security personnel or security systems at the storage facility. Lessee assumes all risk, damages and losses to any merchandise or goods located in or about the leased premises, regardless of cause. Tenant agrees that Tenant will place a good quality lock upon the unit and that tenant will keep the unit locked at all times when Tenant is not present in the unit.
- 7. LIMITATION ON USE.** Tenant may use the leased premises only for storage purposes. No personal property may be stored that falls into any of the following categories: explosives of any type, propane, gasoline, turpentine, hazardous wastes or chemicals, or other combustibles, firearms, jewelry and silver, or valuable coins, metal or original artwork. Also, Tenants may not hold any sales of any kind (such as yard or garage sales) on leased premises. Breach of this portion of the lease shall terminate the lease and lessee shall be responsible for all damages sustained by lessor. It is expressly understood this is a contract of rental of space and is not to be construed as an agreement of deposit or storage. Lessor has no knowledge of the contents of the lessee's storage area. It is requested that the Lessee try to restrict storage related activities to "Daylight Use Only" to prevent alerting security unduly. No habitation is allowed.
- 8. UTILITIES.** No utilities will be provided by Landlord.
- 9. SURRENDER.** At the expiration of the lease term, the Tenant shall surrender the leased property in as good condition as it was in the beginning of the term, reasonable use and wear from the normal business uses excepted.
- 10. DEFAULT.** If the Leased Space shall be deserted or vacated, or if proceedings are commenced as to the Tenant in any Court under the bankruptcy act or for the appointment of a trustee or receiver of the Tenant's property, or if there shall be a default in the payment of rent for more than five (5) days after written notice of such default by the Landlord, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained on the part of the Tenant for more

than twenty (20) days after written notice of such default by the Landlord, Landlord may, at landlord's sole option, terminate this Lease and the Landlord shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender or otherwise, and to dispossess and remove therefrom together Tenant or other occupants and their effects, without being liable to Tenant for any such act. Landlord may place Landlord's lock upon the storage door at the end of the default period and Tenant and Tenant's agents shall therefore be barred premises, and any such person going upon the premises after being barred therefrom shall be guilty of criminal trespass for which such person may be prosecuted by the full extent allowable by law.

In case of an uncured default, the Landlord may, at its option, continue this lease in full force and effect after removal of Tenant, re-let the leased property, or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent agreed to be paid by the Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such re-letting for the remainder of the term set forth above. Any default notice may be sent to the above address of Tenant. In addition to the rental payments, Tenant shall pay Landlord attorney's and/or collections fees for each default notice within 20 days of receipt of any such notice.

11. LANDLORD'S RIGHT TO ENTRY. The Landlord and landlord's representatives may enter the leased property for the purpose of inspecting the leased property, making repairs, or exhibiting the leased property for sale, lease, or mortgage financing.

12. TERMINATION OF LEASE AS A RESULT OF FIRE OR OTHER CASUALTY LOSS. In case of damage by fire, water, or other casualty to the leased space, without the fault of the Tenant, if the damage is so extensive as to amount practically to the total destruction of the leased space, or in the sole discretion of the Landlord it would be impractical to restore the tenant ability of the revised space, then this lease shall cease and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenable, in the whole or in part, there shall be an apportionment of the rent until the damage has been repaired.

13. TENANT'S INSURANCE AND HOLD HARMLESS. Tenant is responsible for Tenant's own casualty insurance on Personal property, and agrees to release and indemnify and hold Landlord harmless from all claims or liability in connection therewith. Tenant does hold Landlord harmless from and shall fully indemnify Landlord from all claims or actions arising from Tenant's activities and use of the leased premises.

14. ASSIGNABILITY. The Tenant may not assign or sublet this lease or the leased property, or any part thereof, without the Landlord's written consent. Landlord may assign this lease to a third party without consent of Tenant; provided, however, that Tenant's rights under this Lease are not impaired in any matter by such assignment.

15. MUTUAL RELEASE OF LIABILITY FOR ALL HAZARDS COVERED BY INSURANCE. The Landlord and the Tenant, and all parties claiming under them thereby, mutually release and discharge each other from all claims and liabilities arising from or caused by a hazard covered by insurance on the leased property, or covered by insurance in connection with the property or activities conducted on the leased property, regardless of the cause of the damage or loss.

16. COMPLETE AGREEMENT AND TIME. This agreement contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings. Any portion or portions of this agreement found to be a violation of the rights or legal liberties of either party, does not nullify or void the remaining provisions of the agreement.

17. ATTORNEY AND ATTORNEY'S AND/OR COLLECTION FEES. Attorney fees and court costs will be allowed the prevailing party for the enforcement of any provision of this agreement, regardless of whether Landlord prosecutes such claim in its own name or assigns its rights to a third party.

18. JURISDICTION AND VENUE. This agreement is entered into at Livingston, Montana. Any venue for any court proceeding under this agreement shall be in Park County, State of Montana. This agreement shall be interpreted under the laws of the State of Montana.

19. FACSIMILE COPIES/ELECTRONIC SIGNATURES. Facsimile copies shall as valid and binding as original documents and signatures. Electronic signatures in accordance with the Acceptance of Terms for electronic signatures on Landlord's web page.

In witness whereof, the parties have executed this Lease the day and year first above written.

LANDLORD

Business Park Storage, LLC

BY _____ **Date:** _____

TENANT

BY _____ **Date:** _____