

ALLIED STORAGE
29 Business Park Rd
P.O. Box 2551
Livingston, MT 59047
406-222-2101

LEASE AGREEMENT

Date: _____ Unit # & Size: _____ Rental Rate: _____

Occupant Name: _____
Address: _____ First Month Rent: _____
City/State/Zip: _____ Prorated Month: _____
Last (4) digits of SSN: _____ Pre Paid Month: _____
Home Phone: _____ Cell Phone: _____ Security Deposit: _____
Work Phone: _____ Email: _____ Other Purchase: _____
Alternate Contact: _____
Alt. Contact Phone: _____ Returned check fee: \$25.00 TOTAL: _____

This agreement made and entered into this day by and between ALLIED STORAGE, LLC, of Livingston, Montana, hereinafter referred to as "Landlord/Lessor"; and _____, hereinafter referred to as "Tenant/Lessee."

Witnesseth:

1. LEASE. The landlord does hereby lease to the Tenant those premises owned by Landlord at 29 Business Park Dr, Livingston, Montana, hereinafter called the "Leased Space", more particularly described as follows:
Landlord Storage Unit No. _____, located at 29 Business Park Dr, Livingston, Montana. 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 _____ (day) of _____ (month), _____ (year). Rental terms are subject to change by the Landlord with written notice to the Tenant 30 days prior to the effective date of the change. Tenants who rent units starting on any day other than the first day of the month will have the rent of the first month pro-rated. Tenants who vacate their units on or after the first day of the month will pay for the entire month.
4. RENT AND TERMINATION. The Tenant shall pay to the Landlord as rent monthly installments of \$_____ each, payable in advance on the 1st day of each month, commencing _____, and continuing on the 1st day of each month thereafter with a grace period of five (5) days. Rents received after the 1st day of the month are subject to a late fee of \$5.00 per day. Returned check charge of \$25.00 will be charged and due immediately. The rent shall be payable by mail to Landlord at: **Allied Storage, PO BOX 2551, Livingston, MT 59047**, or at such other place as the Landlord may designate in writing.

A security deposit is due prior to occupancy and will be refunded within 10 days of vacating with proper 30 day notice and cleaning of tenant's storage space.

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) for early withdrawal of property.

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. 70-6-401, *et seq.*, 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 excepted.
 - 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 for any cause what-so-ever.
7. LIMITATION ON USE. Tenant may use the leased premises only for storage purposes. The unit shall not used for any unlawful 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, original artwork, or illegal substances. 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. 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 at the beginning of the term, reasonable use and wear from the normal business uses excepted.
10. DEFAULT... If the Lease 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, this lease (if the landlord so elects) shall become null and void, and the Landlord shall have the right to re-enter or repossess the lease property, either by force, summary proceedings, surrender or otherwise, and to dispossess and remove therefrom the Tenant or other occupants and their effects without being liable from any prosecution therefore. Landlord may place Landlord's lock up on the storage door at the end of the default period and Tenant or Tenant's agents may not go upon the premises, and anyone going upon the premises shall constitute a criminal trespass for which Tenant may be prosecuted by the full extent allowable by law.

In Case of an uncured default, the Landlord may, at it's option, 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 hereby reserved and 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 such portion of the term. Any default notice may be sent to the above address of Tenant. In addition to the rental, 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 at any time 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's use 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.
15. SUCCESSION. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns.
16. CHANGE OF ADDRESS. It shall be the duty of the Tenant to furnish the Landlord notification in writing at Landlord's address provided herein of any change of address or phone number by certified mail or in person by completing a change of address form.
17. 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.
18. 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 legal rights of either party, does not nullify or void the remaining provisions of the agreement.
19. 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.
20. 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.
21. SIGNATURE BY FAX. Signature by Fax shall be fully binding and enforceable.

I, the tenant, understand that Allied Storage and/or its management:

INITIAL

- _____ A. Is not responsible for loss or damage to my property.
 _____ B. Does not provide insurance for my stored property.
 _____ C. Requires that I provide my own insurance coverage or be uninsured (personally responsible for any loss.)
 _____ D. Have provided a completed rental agreement and that I understand the provision that states the lessor is not responsible for loss or damage to property in my storage space.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND HAVE A COPY FOR MY USE, RECORDS AND PROTECTION.

Accepted and Agreed to this _____ day of _____, 2____.

 Tenant

 Tenant

 ALLIED STORAGE AGENT