

Northside Storage
PO Box 1325, Miles City, MT 59301
406-853-6075

This agreement is dated _____, 20__, by and between **Northside Storage**, hereinafter referred to as Owner, and:

(Renter's Name)	(Address)
(Telephone, E-Mail)	(City, State, Zip)

From now on referred to as "Renter".

1. DESCRIPTION OF STORAGE AREA. Owner is the owner of a building at 729 Phillips St., Miles City, MT 59301, and commonly referred to as the Northside Storage. Owner hereby leases to Renter, an area of approximately _____ square feet (_____ ft. by _____ ft.) which is being currently used by Renter, and which area is delineated by a cubical-type of separation.

2. TERM OF THE LEASE. This lease will be on a month-to-month basis, commencing _____, and which will continue thereafter on a month-to-month basis unless terminated by either party giving written notice to the other party at least 30 days prior to the expiration of the month involved.

3. RENT. Renter will pay Owner the sum of \$_____ per month as lease rental, payable in advance on or before the _____ day of each month. Any payment received after this date will be subject to a \$5.00 per day late fee. There will be a surcharge of \$30.00 for any check returned for nonsufficient funds. No Refund of Rent. Rents paid in advance by Renter shall not be refunded to Renter, and the last month's Rent hereunder shall not be prorated or refunded

4. USE OF PREMISES. Renter's use of the property will only be for storage of files, miscellaneous papers, equipment, and personal effects, etc., with no hazardous material. It is understood and agreed that the storage provided is "cold storage", and that Owner is not required to provide heat to the premises. Renter will not live, sleep or reside in the storage unit. MCA 70-6-603(2).

5. ASSUMPTION OF RISK. All personal property on or in the storage area will be at the risk of Renter, and Owner will not be liable for any damage to persons or property sustained by Renter or others, occurring or arising on or about the premises. Renter has inspected the storage area and hereby rents the area "as is".

6. INSURANCE. Renter is responsible for providing "renter's insurance" on all property being stored. Renter is encouraged to obtain insurance coverage for any contents of the rented space.

7. INDEMNIFICATION. Renter will hold Owner harmless from any claim or cause of action arising out of Renter's use of the premises and assumes the responsibility for any loss or damage to the property stored by Renter in rented space regardless of fault. Owner is not obligated to provide Renter insurance coverage of any kind.

8. UTILITIES AND TAXES. Owner will furnish and pay utility costs to the premises, and will pay all taxes imposed upon said real estate.

9. MAINTENANCE. Owner will keep the building in at least its present state of repair, except as to damage arising from negligent acts/omissions of Renter and acts of God.

10. ASSIGNMENT. Renter may not assign or sublease the space without prior written approval of Owner.

11. RIGHT OF INSPECTION. Owner has the right to enter the premises at any time for inspection but will obtain prior approval of Renter when possible, except in the case of emergencies or when, in Owner's opinion, inspection is immediately necessary.

12. LIEN ON GOODS. Owner will have a lien on all of a renter's personal property located at Northside Storage for rent, late fees, legal fees, labor, or other charges incurred pursuant to a rental agreement and for

expenses incurred for preservation, sale, or disposition of the personal property. This lien has priority over all other liens except for liens that have been perfected and recorded on such personal property and tax liens. Any and all property stored in the leased space may be sold to satisfy the lien if Renter is in default. MCA 70-6-605.

13. DEFAULT. Should Renter fail to pay rent when due or fail to vacate the area upon expiration or termination of this agreement, Owner will have, and hereby is granted by Renter, the following rights:

a) If the rent or other charges due from Renter are delinquent and unpaid, the Owner has the right to deny Renter access to the leased space at Northside Storage. A renter who purposely or knowingly accesses a leased space after having been in default of the rental agreement and denied access may be prosecuted under Title 45, chapter 6. MCA 70-6-606.

b) If Renter is more than thirty (30) days in default of paying rent, Owner will send written notice by certified mail to the last known address of Renter and will advise Renter that Renter has thirty (30) days from the date of the letter to pay the past due rental fees and vacate the rental space or contents of the rental area will be sold at public auction or other commercially reasonable manner.

c) Owner may enter the storage area and inspect the contents.

d) When thirty (30) days have elapsed, Owner, without further notice, may dispose of the contents of the storage area in a commercially reasonable manner, the proceeds to be applied first to the cost of sale, second to payment of charges which may be due from Renter under any terms of this agreement. Any excess will be deposited in Owner's account and Owner will then notify Renter of the excess. MCA 70-6-607.

e) If any of the contents of the storage area consist of papers, pictures, documents or like personal property that may not be considered to have any significant sale value, Owner may dispose of the same in any reasonable manner. MCA 70-6-607(2).

f) The remedies set out in this agreement will not be the exclusive remedy of Owner, but rather Owner expressly retains all other remedies at law or equity.

12. ATTORNEY FEES. In the event Owner incurs legal costs for enforcement of any of the provisions herein, Owner will be entitled to recover attorney fees and costs.

13. PARAGRAPH HEADINGS. The paragraph headings herein are for convenience purposes only and do not define, limit or construe the contents of such paragraphs.

14. TIME OF ESSENCE/BINDING EFFECT. It is mutually agreed that the time of payment will be an essential part of this agreement and that all the terms and conditions contained herein will extend to and be obligatory on the heirs, personal representatives, successors and assigns of the respective parties hereto.

Northside Storage

By: _____
Owner or Agent

Renter