

OSG Properties, LLC
Dba KPI Mini Storage

8171 Mullan Road, Missoula, MT 59808
Ph (406) 829-3974 Fax (406) 829-3968

NO REFUNDS
NO PRORATING

**OSG Properties, LLC DBA KPI MINI-STORAGE
RENTAL AGREEMENT**

DATE: _____

Tenant: _____ Phone: _____

Address: _____ Cell: _____

Town, State & Zip: _____ E-mail: _____

Employer: _____ Work Phone: _____

Alternate Contact (Co-Tenant): _____

Address: _____ Phone: _____

Town, State & Zip _____

How did you hear about us? (Circle one) Web Newspaper Yellow Pages Other: _____

Tenant hereby rents from OSG Properties Dba KPI Mini-Storage (Landlord) those certain premises located at 8171 Mullan Road, Missoula, MT 59808, specifically defined as:

Unit No.: _____ Size: _____ (approx.) # of Keys: _____

Hereinafter referred to as the premises or space.

Rent in the sum of \$ _____ per month, will become due in advance on the day of rental. Rent will become due on the 1st day of each month. A \$15.00 late fee will be charged if paid after due date thereafter, the tenant will be locked out of unit until paid in full. Lock out will consist of no access to gates and the lock on the storage unit will also be locked out, until the matter is resolved.

An additional one-time account set up fee of \$ 10.00 is also due upon signing of this lease.

Tenant desires to have monthly bills mailed out to Tenant at least 10 days in advance of rent becoming due, and Tenant agrees to pay a billing charge of \$ 5.00 per month, in addition to the rent specified herein. _____

(initial if desired)

In the event rent is not paid when due, Tenant agrees to a late charge of \$15.00, for unit which amount represents reasonable liquidated damages for such event. If on Auto-Billing and card is declined an additional \$10.00 charge will be debited. Access to unit will be denied until matter is resolved. If further action by Landlord is needed to secure payment, Tenant will be charged for a \$20.00 per letter accounting and mailing fee accrued by Landlord in the process of contacting Tenant (i.e.: certified mail return receipt requested). _____

Storage Unit Rental Agreement

(Tenant's initials)

In the event rent is paid with check and check becomes NSF (Non Sufficient Funds) tenant will be charged a flat rate of \$25.00 per occurrence. Access to unit will be denied until matter is resolved.

This lease shall take effect as of the day first given above,(or in the alternative on _____) with the first month's rent prorated from the effective date, on a 30 day period.

This lease shall terminate on the first of the following events:

- Breach of any term of this lease by the Tenant;
- Notice by either party to the other of his intent to terminate, which notice shall be at least 10 days prior to the end of the month which that party intends to terminate. Termination prior to the end of a full month shall not entitle Tenant to a refund, or; _____ (termination date)...
- If tenant does not give a (10) ten day notice, a \$50.00 service charge will be applied at move out.
_____ (tenant's initials)

Should no termination date be indicated, this Agreement shall be a month to month rental agreement. Should a termination date be indicated, this Agreement shall be a term rental agreement, and no refund or release of liability shall be given in the instance of early termination, except as may be agreed to by the parties, in writing.

Use and Occupancy:

The Premises shall be used only for the storage of personal property and household goods owned by the Tenant or the Tenant's immediate family. Landlord does not inspect items stored, and therefore has no knowledge of the type, kind, quality, or value of the items stored. Tenant agrees that in no event shall the value of the items stored pursuant to this Lease exceed \$5,000. In any event, if litigation results from any aspect of this agreement, Tenant agrees that he/she will have no right to pursue any claims exceeding \$5,000. Nothing herein shall serve as any sort of agreement as to the value of stored items, nor shall it affect or alter the Landlord's liability, as agreed to herein. Tenant may not use the storage facility as a wholesale or retail sales facility, and no garage sales may be conducted on the premises.

Tenant further agrees that no trade or business shall be conducted on the premises, and the storage facility may not be used for human or animal occupancy. Trash or other discarded materials may not be stored in the units or abandoned at the storage facility. There shall be no storage of welding materials, gas storage tanks of any sort, flammable material, explosive, or any other material or substance deemed a hazardous substance as may be defined under state or federal law. No labeled pesticide or herbicide may be stored in the Premises, except small amounts normally associated with household use. There shall be no storage of any items that are in violation of any order, or requirement imposed by the county health department, police or sheriff department, or other governmental agency or in violation of any other legal requirement. Tenant shall not do anything, nor cause to be done anything, that creates or may create a nuisance in or upon the Premises or the storage facility. In the event a hazardous or otherwise prohibited substance or material is left on the Premises, the Tenant shall be prosecuted to the full extent of the law.

Access:

Tenant's access to the Premises may be conditioned in any manner deemed reasonable by the Landlord in order to maintain order and security on the Premises and the storage facility. Such conditions may include, but are not limited to, limiting hours of operation and access by Tenants and requiring verification of identity of Tenant. A card access system will be the primary mechanism in use for Tenant's access to the facility, and all accounts with the Landlord need to be current for said access to be valid. Tenants are required to allow Landlord to take a copy, either photocopy or electronic, of Tenant's driver's license. No one other than the tenant is allowed to use the tenant's access code/card. No one is allowed to enter the premises without written permission from the tenant. Such persons, with written permission, must come to the office and sign in upon arrival, and sign out upon departure. If this arrival is after office hours, notice must be given over the phone or in person by the tenant during office hours so that someone will be available to open the gate for said person. _____ (tenant's initials)

All storage locks will be new, and supplied by the Landlord for a cost of \$10.99, payable at the inception of this lease. No other private or Tenant owned locks will be allowed on the units, and such locks may be removed and the Tenancy terminated, at Landlord's discretion.

Rules:

Landlord reserves the right to promulgate additional rules and policies, which rules and policies shall be prominently posted at the facility, and shall be incorporated into and considered material terms of this agreement. Such rules may include the hours of operation and the hours of gate accessibility.

Condition, Inspection and Alteration:

Tenant has examined the Premises and accepts them as being in good order, condition and repair, and accepts them as suitable for Tenant's purposes. Tenant agrees to immediately notify Landlord of any defects, breaches or threatened breaches in the security of the unit, or dangerous conditions. Tenant agrees to keep the Premises in good condition during the term of this Lease, and to notify Landlord of any damage to the Premises whether caused by the Tenant or not, and to pay Landlord for any damages to the Premises or the storage facility caused by the Tenant, or Tenants agents, guests or invitees. Tenant shall make no alterations or improvements to the premises without the prior written consent of the Landlord.

Should Tenant damage the Premises or the storage facility, or make alterations not otherwise authorized, then the costs necessary to restore the Premises or storage facility to its prior condition shall be the responsibility of the Tenant. Tenant further agrees to pay any cleaning charges if unit is not left in a broom clean condition.

Landlord reserves the right to inspect the Premises and open Tenant's unit if Landlord has a reasonable belief of the existence of a hazardous condition or nuisance, or should there be an emergency that threatens health, safety or the storage facility, or to repair damage to the unit or door.

Termination:

Termination shall be as provided for above. Upon termination Tenant shall completely vacate the Premises, and leaving the unit in as good and clean condition as the start of the Lease, reasonable wear and tear excluded. Landlord may be allowed to inspect the Premises following termination, and verify the condition and content of the unit. This inspection shall occur at a regularly scheduled maintenance inspection. As a further condition of this Agreement, Tenant shall leave Landlord with a forwarding address, where Tenant may be notified regarding any action to recover unpaid rent, or other obligations owing hereunder, or receive any refund of security deposit that might be owed.

Abandonment:

Tenant shall not abandon the Premises during the term of this Agreement. Should Landlord, in Landlord's reasonable estimation of the circumstances, believe the Premises and rental unit to have been abandoned, Landlord may enter and inspect the Premises and unit and terminate the tenancy. Should rent be unpaid for a period of 10 days, and should there be no response by the Tenant to notices duly delivered hereunder in that said rent and other proper charges remain unpaid 10 calendar days after deliver of such notice, the Premises shall be presumed abandoned and the lease terminated.

Upon such non-payment of rent or failure to cure other default as specified in the above-referenced notice, all personal property stored in the Premises shall conclusively be deemed abandoned. Following such event and default by the Tenant, the Landlord may take possession of such items, and dispose of them as provided for under the uniform commercial code, M.C.A. 30-9A-101 et seq., treating the abandoned property as non-consumer goods transaction collateral.

Assignment:

Tenant shall not assign this lease or the rights hereunder, nor sublet the Premises.

Attorney Fees:

If legal action be brought to enforce any term or condition of this agreement, or if in the non-judicial enforcement of rights hereunder attorney fees are incurred, the defaulting party shall be responsible for such reasonable attorney fees and costs, or if litigation be initiated, the prevailing party shall be entitled to such attorney fees and costs.

Indemnity:

Tenant, for himself, his agents, executors and assigns, does hereby indemnify and agree to hold harmless the Landlord, his agents, employees and assigns, free and harmless from any and all claims, demands, actions, causes of action, damages, attorney fees, and costs of every kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or arising out of the Tenant's use of the leased Premises. Landlord's obligations to the Tenant shall be limited only to those created under this agreement. Tenant shall otherwise make no demand against Landlord's insurance for any loss occurred by Tenant, for any reason excepting Landlord's breach of obligations under this Agreement.

Release of Liability:

As further consideration for the use and occupancy of the Premises and unit rented, Tenant, for himself, his agents, executors and assigns, does hereby agree that the Landlord, his agents, employees, and assigns, shall not be liable to Tenant for any loss or damage, injury or death, caused to them or their property, as the result of the use and occupancy of the Premises. It is further agreed that any stored property is placed in the Premises at Tenant's sole risk, and Landlord shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever. It is agreed that this release of Landlord's liability is a bargained for condition of the rent set forth herein, that Landlord does not carry insurance to cover losses or damages to Tenant's property from any cause whatsoever, and that were Landlord not released from liability as set forth herein, rental prices would be significantly higher. Tenant acknowledges that should Tenant desire insurance for Tenant's property; it is Tenant's responsibility to secure such insurance.

Should Tenant acquire such insurance, Tenant agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord, or Landlord's agents or employees for any liability released herein. Tenant shall otherwise make no demand or claim against Landlord's insurance.

Tenant acknowledges that Landlord does not warrant or represent that Tenant's property will be safely kept, nor that it will be secure against theft, nor that the Premises and storage facility are secure against hazards caused by water, fire, elements of weather, or earthquake.

Security of Rented Premises or Unit:

No other security device other than the lock supplied by the Landlord may be used to secure a unit, and no security device may be used that is capable of causing bodily injury or death if activated. In the event the locks or security devices on the Premises are rendered ineffective for their intended purpose from any cause, or the space is rendered insecure in any manner, Landlord may, at Landlord's sole option, take whatever measures deemed reasonably necessary to re-secure the access to Tenant's space. Landlord is not responsible for taking any measure whatsoever, or for notifying Tenant that security to Tenants units have been compromised. The fact that Landlord has taken measures to re-secure the access to Tenant's unit under this paragraph shall not alter the limitations upon Landlord's liability identified in this agreement, nor shall such measures be deemed a conversion of Tenant's property.

OSG Properties, LLC DbA KPI Mini Storage

TENANT

Office Manager

Tenant Signature:

Date: _____

Co-Tenant Signature