

8171 Mullan Road, Missoula, MT 59808

Ph (406) 829-3974

NO REFUNDS
NO PRORATING

OSG PROPERTIES DBA KPI MINI STORAGE, LLC

RENTAL AGREEMENT

DATE: _____

Renter: _____ Phone: _____

Address: _____ Cell: _____

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

Employer: _____ Work Phone: _____

Alternate Contact (Co-Renter): _____ Address: _____

_____ Phone: _____

Town, State & Zip: _____

Renter hereby rents from OSG Properties, LLC dba KPI Mini Storage, (Operator) the below described leased space (the “storage unit” or “Premises) located at 8171 Mullan Road, Missoula, MT 59808, specifically defined as:

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

RENTAL

Rent in the sum of \$ _____ per month will be due in advance on the day of rental. Rent will be due on that day every month. In the event there is not that day the following month (example 31), rent will be due the 1st day of the next month. An additional one-time account set up fee of **\$17.00** due upon signing of this Rental Agreement. This Rental Agreement shall take effect the date specified above, with the first month’s rent prorated from the effective date, on a 30 day period.

In the event rent is not paid when due, Renter agrees to pay a late charge of \$ 15.00, which sum may not exceed \$25.00 If payment is set for Auto-Billing and the card is declined, an additional \$10.00 charge will be added to rent and debited from the account. Chargebacks carry a fee of \$25 to be debited from the account. Access to the storage unit will be denied until rent is paid current, including any and all applicable late fees. If further action by Operator is needed to secure payment, Renter will be charged **\$20.00 per letter** for the accounting and mailing fees accrued by Operator in the process of contacting Renter . _____ (Renter's initials)

In the event rent is paid with a check and the check is returned NSF (Non-Sufficient Funds), Renter will be charged \$25.00 per occurrence. Access to the storage unit will be denied until rent is paid current, including any and all applicable late fees and charges.

This Rental Agreement shall terminate on the first of the following events:

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

This Rental Agreement shall be a month-to-month Rental Agreement. No refund or release of liability shall be given in the event of early termination except as may be agreed to by the parties, in writing.

NOTICE

Any notice to be provided to Renter under this Agreement shall be sent to Renter's last known address, by United States Mail or by electronic mail. Notices sent by United States Mail shall be considered delivered when postmarked by the United States Postal Service, properly addressed, with postage pre-paid. Notices sent by electronic mail shall be considered delivered on the date the electronic message is sent to the last known address provided by Tenant. Additional notice may be required in the event of Operator's exercise of Operator's lien.

OPERATOR'S LIEN

Operator's heirs, executors, administrators, successors and assigns shall have a lien upon all of Renter's personal property located within the storage unit for rent, late fees, legal fees, labor or other charges incurred pursuant to this Rental Agreement and for expenses incurred for preservation, sale, or other disposition of the personal property. Pursuant to Montana law, this lien shall have priority over all other liens except for liens that have been perfected and recorded on such personal property and tax liens.

If Renter is in default for 60 days or more, Landlord may enforce Operator's lien rights by selling Renter's stored personal property. Sale of the personal property will be by commercially reasonable sale. The time, place and manner of the sale shall be consistent with Montana law. Notices prior to sale shall comport with Montana law, and include a notice of default to Renter at least 30 days prior to the sale, and a notice at least 7 days prior to the sale of the date, time, and location of the sale. In addition, Operator shall advertise such sale as required by law. Excess proceeds from such sale shall be sent to Renter at Renter's last known address or to such other record lien holders, as their interests may exist.

USE AND OCCUPANCY

The Premises shall be used only for the storage of personal property and household goods owned by Renter or Renter's immediate family. Operator does not initially inspect items stored and has no knowledge of the type, kind, quality, or value of the items initially stored. Renter agrees that the value of the items stored pursuant to this Rental Agreement shall not exceed \$5,000. If litigation results from any aspect of this Rental Agreement, Renter agrees that Renter will have no right to pursue any damage claims exceeding \$5,000. Nothing herein shall serve as any agreement as to the value of stored items, nor shall it affect or alter Operator's liability. Renter may not use the storage facility as a wholesale or retail sales facility. No garage sales may be conducted on the premises.

Renter agrees that no trade or business shall be conducted on the premises. 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's department, or other governmental agency, or in violation of any other legal requirement. Renter shall not do anything that creates or may create a nuisance in or upon the Premises. Renter shall not store any perishable food items in unit. All other food must be stored in airtight food storage containers. In the event a hazardous or otherwise prohibited substances or materials is left on the Premises, Renter may be prosecuted to the full extent of the law and this agreement immediately terminated.

_____ (Renter's initials)

ACCESS

Renter's access to the Premises may be conditioned in any manner deemed reasonable by Operator 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 Renter and requiring verification of the identity of Renter. A card access system will be the primary mechanism used for Renter's access to the facility. All accounts with Operator need to be current for access to be valid. Renter is required to allow Operator to take a copy, either photocopy or electronic, of Renter's driver's license. No one other than the Renter is allowed to use Renter's access code / card. No one is allowed to enter the premises without written permission from Renter. 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 Renter during office hours so that someone will be available to open the gate for the authorized person. _____ (Renter's initials)

All storage locks will be new, and supplied by Landlord at a cost of \$11.39, payable at the inception of this Rental Agreement. No other private or Renter-owned locks will be allowed on the units. Any unauthorized locks will be removed and the Tenancy terminated, at Operator's discretion. An initial access card will be supplied by Operator at no charge. In the event the card is lost or stolen, a replacement card fee of \$5.00 will be charged to Renter.

RULES

Operator 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 to this Rental Agreement. Such rules may include the hours of operation and the hours of gate accessibility.

CONDITION, INSPECTION AND ALTERATION

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

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

Operator reserves the right to inspect the Premises and open Renter's unit if Operator 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. Renter also agrees to, upon reasonable request from Operator, allow Operator to enter the rental unit for the purpose of inspection or repair.

TERMINATION

Upon termination of the Rental Agreement as set forth above, Renter shall completely vacate the Premises, leaving the unit in as good and clean condition as at the start of the Rental Agreement, reasonable

wear and tear excluded. Operator shall be allowed to inspect the Premises following termination, to verify the condition and content of the unit. This inspection shall occur at a regularly scheduled maintenance inspection.

As a further condition of this Rental Agreement, Renter shall leave Operator with a forwarding address, where Tenant may be notified regarding any action to recover unpaid rent or other obligations owing hereunder, or to receive any refund of security deposit that might be owing.

ABANDONMENT

Renter shall not abandon the Premises during the term of this Rental Agreement. Should Operator, in Operator's reasonable estimation of the circumstances, believe the Premises and rental unit to have been abandoned, Operator may enter and inspect the Premises and unit and may terminate the Rental Agreement if the unit is abandoned. Should rent be unpaid for a period of 10 days, and should there be no response by Tenant to notices duly delivered, the Premises shall be presumed abandoned and the Rental Agreement terminated.

Upon such non-payment of rent or failure to cure other defaults, and upon such notice as is required by law, all personal property stored in the unit shall conclusively be deemed abandoned. Following such event and default by Renter, Operator may take possession of such items, and dispose of them as provided for under the Montana Self-Storage Facilities Act, M.C.A. 70-6-601 et seq.

ASSIGNMENT

Renter shall not assign this Rental Agreement or the rights hereunder, nor sublet the Premises.

ATTORNEY FEES

If legal action is brought to enforce any term or condition of this Rental 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

INDEMNITY

Renter, for himself, his agents, executors and assigns, does hereby indemnify and agree to hold harmless Operator and Operator's 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 Renter's use of the leased Premises. Operator's obligations to Renter shall be limited only to those created under this Rental Agreement and pursuant to the Montana Self-Storage Facilities Act. Renter otherwise shall make no demand against Operator's insurance for any loss occurred by Renter for any reason excepting Operator's breach of obligations under this Rental Agreement.

RELEASE OF LIABILITY

As further consideration for the use and occupancy of the Premises and unit rented, Renter, for himself, his agents, executors and assigns, does hereby agree that Operator, his agents, employees, and assigns, shall not be liable to Renter 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 Renter's sole risk. Operator 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 Operator's liability is a bargained for condition of the rent set forth herein, that Operator does not carry insurance to cover losses or damages to Renter's property from any cause whatsoever, and that were Operator not released from liability as set forth herein, rental prices would be significantly higher. Renter **acknowledges that, should Renter desire insurance for Renter's property, it is Renter's responsibility to secure such insurance**. Should Renter acquire such insurance, Renter agrees that the

carrier of such insurance shall not be subrogated to any claim of Renter against Operator, or Operator's agents or employees for any liability released herein. Renter otherwise shall make no demand or claim against Operator's insurance.

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

SECURITY OF RENTED PREMISES OR UNIT

No other security device other than the lock supplied by Operator may be used to secure a unit. 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, Operator may, at Operator's sole option, take whatever measures are deemed reasonably necessary to re-secure access to Renter's space. Operator is not responsible for taking any measure whatsoever, or for notifying Renter that security to Renter's unit has been compromised. The fact that Operator has taken measures to re-secure the access to Renter's unit under this paragraph shall not alter the limitations upon Operator's liability identified in this Rental Agreement, nor shall such measures be deemed a conversion of Renter's property.

This agreement is governed by the Montana Self-Storage Facilities Act, and any definitions used in the Act shall apply to this agreement, unless otherwise modified herein. Any terms or conditions herein that may conflict with the terms and provisions of the Act shall be governed by the Act, and this agreement deemed so modified to the minimal extent necessary to comply with the Act.

OSG PROPERTIES, LLC

Office Manager

Renter

Date: _____ 2021

Co-Renter

Payment options:

- Check
- Cash
- Money order
- Visa or Mastercard
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