

RENTAL AGREEMENT FOR TRAILER SELF-STORAGE located at 47280 Gallatin Road, Gallatin Gateway, Montana 59730			
MAIL PAYMENTS TO: LS&T Storage, P.O. Box 161487, Big Sky, Montana 59716 Phone: 406-995-4552			
This Agreement is entered into this ____ day of _____, 20____, between LS&T Storage, a dba of MJ Development, LLC, hereinafter called the "Lessor" and the Lessee listed below:			
Lessee Information		Trailer Information	
Name:		Year:	
Mailing Address:		Color:	
Physical Address:		Make:	
Work Phone:		Model:	
Cell Phone:		Length:	
Additional Contact Information		License Plate # and State:	
		Required Information for Storage	
Name:		Copy of Registration	
Mailing Address:		Copy of Insurance Card	
Physical Address:			
Work Phone:		Lien Holders	
Cell Phone:		Name:	
		Phone:	
		Mailing Address:	
Rental Information		Schedule of Charges	
Gate Access Code:		Deposit	\$250.00
		Late Payment Charge (late if received after the first of the month)	\$1.00/day
Space Number:	12 feet X 35 feet deep	Returned Check Charge	\$30.00 per item
Approximate Size of Space:		Vacate Notice Not Given	\$ _____
Rental Rate/Month:		Certified Mail Charge	\$USPS rate
TERM:		Towing Charge	\$amount determined by tow company at time of tow
RENT DUE ON OR BEFORE THE <u>FIRST</u> DAY OF EACH MONTH			

1. **GRANT:** The undersigned Lessee hereby leases from Lessor the above referenced outdoor storage space for the sole purpose of storing one approved trailer as identified above, lawfully owned by Lessee, and for no other purpose.
2. **TERMS:**
 - a. The term of this lease shall be as set forth above.
 - b. The monthly rent amount is due on or before the **first** day of each month at the address of Lessor listed above. If the rental term is for a period other than month to month (i.e., year or 6 month), such rental amount shall be paid in full in advance of parking the trailer on the lot.
 - c. There shall be no refund of pre-paid rent for space vacated before the end of the lease term.

- d. Late payments or returned checks will accrue a late charge as set forth above in the Schedule of Charges. Lessees more than fifteen (15) days past due shall be locked out until all outstanding obligations under this lease are brought current.
 - e. Lessor may terminate this Agreement, if Lessee breaches any condition of the Agreement including, but not limited to, non-payment of rent, by notifying the Lessee in writing ten (10) days in advance of the termination date.
 - f. Lessor reserves the right to increase the monthly rental rate with thirty (30) days written notice to Lessee prior to the expiration of any current lease term. For monthly rental terms, Lessor shall give fifteen (15) days written notice to Lessee prior to the expiration of the then current month.
3. **RULES:** Lessor in his sole discretion shall have the right to establish rules and regulations for the premises, including but not limited to: change of hours of access, means of access, use of premises, etc. Lessee agrees to follow all of Lessors' rules and regulations now in effect, or as adopted or amended from time to time. **Lessee agrees to not operate a business out of the Lessor's property.**
 4. **INSURANCE:** Lessee is required at Lessee's expense to insure the trailer and its contents stored at the self-service storage lot. Lessee is required to provide proof of insurance to Lessor at the time of signing this Agreement and at any time said insurance is updated or renewed. Lessee shall provide said proof of insurance to Lessor without demand. Failure to provide proof of insurance may be considered a default under this Agreement. Lessee agrees to waive his rights of subrogation and his insurance company's rights of subrogation for any claims of loss or damages against Lessor and Lessor's agents.
 5. **OWNERSHIP:** Lessee warrants that the trailer listed above to be placed in the self-service storage lot is owned by Lessee.
 6. **STORAGE:** Lessee shall not allow the release of any hazardous materials or liquids on the premises during the storage of any trailer or item. All trailers shall be winterized off site and there shall be no changing of vehicle fluids on the premises. All personal property of Lessee must be stored inside of the above listed trailer. Unsecured property or abandoned property will be disposed of without notice.
 7. **SURRENDER AND HOLDING OVER:** Upon termination of the lease term or earlier termination of Lessee's right of possession, Lessee shall surrender the space to Lessor in the same condition as received, ordinary wear and tear excepted and remove its trailer and all personal property. Any property not so removed by Lessee as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Lessor at Lessee's expense, and Lessee waives all claims against Lessor for any damages resulting from Lessor's retention and disposition of such property. All obligations of Lessee hereunder not fully performed as of the termination of the lease term shall survive the termination of the lease term, including without limitation, indemnity obligations, payment obligations and obligations concerning the condition and repair of the space. If, without objection by Lessor, Lessee retains possession of the space after the termination of the lease term, Lessee shall become a month-to-month Lessee, subject to all lease terms herein and subject to a monthly rental rate of \$100/month. Either party may terminate the month-to-month tenancy by giving thirty (30) days written notice of termination to the other at any time.
 8. **ACCESS:** The premises may now or in the future use various access control measures, including but not limited to automatic gate and cameras (real or not), designed to deter unauthorized access to the premises. However, Lessee acknowledges these **access control measures are solely for the benefit of Lessor and Lessor's property and not for security of Lessee's personal property. These access measures may fail or be circumvented. Lessor does not warrant or guarantee the effectiveness of measures undertaken to prohibit unauthorized access.** Lessee's access to premises may be conditioned in any manner deemed reasonably necessary by Lessor to maintain order on the premises. Such measures may include, but are not limited to, requiring verification of Lessee's identity, limiting hours of operation, and inspecting vehicles that enter the storage lot. When rent or other charges remain unpaid for five (5) consecutive days Lessor may deny Lessee access to premises and revoke Lessee's gate access code until all rent and charges are brought up to date. Lessor shall have up to 72 hours after all rent and charges have been brought up to date to reinstate Lessee's gate access.
 9. **SNOW REMOVAL:** Lessor will only plow the access to the premises from the frontage road to the rear of the storage lot. Snow plowing will only occur on the following frequency: months of November 1st to April 15th and snow will be removed at the following intervals: accumulation of 6 inches of snow. Snow removal

of each space is the sole responsibility of the Lessee. Lessee may not push snow into the access road or another space.

10. **LOCKING DEVICE:** At all times during the lease term, the Lessee will provide, at Lessee's own expense, a locking device for the trailer that Lessee, in Lessee's sole discretion, deems sufficient to secure the stored trailer and any and all personal property.
11. **ALTERATIONS:** Lessee shall not make or allow any alterations to the space or premises.
12. **LESSOR'S RIGHTS:** ALL ITEMS STORED WILL BE SOLD OR OTHERWISE DISPOSED OF IF RENTAL PAYMENTS ARE NOT RECEIVED FOR 30 CONSECUTIVE DAYS. In the event rent is thirty (30) days past due, an attempt will be made to notify Lessee of the impoundment and pending sale of the property stored. Pursuant to MCA §70-6-420, Lessor shall have a lien on the Lessee's personal property stored **at this self-service storage lot for rent, labor, or other reasonable charges present or future, in relation to the property and expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to statute.**
13. **NO BAILMENT IS CREATED HEREUNDER:** Lessor is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage lot by Lessee is at Lessee's SOLE RISK. Lessee acknowledges the Lessor does not take care, custody, control, possession or dominion over the personal property stored within the self-service storage lot and does not agree to provide protection for the self-service storage lot, premises, or contents therein. Lessee must take whatever steps he deems necessary to safeguard stored personal property. Lessee assumes full responsibility for who has access to his stored personal property.
14. **INDEMNIFICATION AND HOLD HARMLESS:** Except to the extent caused by Lessor's gross negligence or willful acts, Lessee shall indemnify, defend, protect and hold harmless Lessor and its affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees, agents, and insurance companies (the "Lessor's Parties") from and against all actions, claims, demands, damages, liabilities, losses, penalties or expenses of any kind ("Claims") which may be brought or imposed upon Lessor or which Lessor may pay or incur by reason of injury to person or property, from whatever cause including the negligence of the parties hereto, in any way connected with (a) the condition or use of the premises or personal property therein or thereon, including any liability or injury to the person or property of Lessee; (b) any violation or alleged violation by Lessee of any laws and regulations; or (c) any liability under any laws and regulations by Lessee. Lessee's obligations under this paragraph shall survive the expiration or termination of this Agreement.
15. **ACCEPTANCE OF PAYMENT OF PARTIAL RENT:** Lessor has the right to reject or accept any partial payment of rent. Lessor may accept a partial rent payment, while the Lessee is in default, however, the Lessee's status will remain in default from date of the payment in full was due, and any such payment on account will not constitute a waiver of Lessor's rights under this Agreement or as provided by law. Lessor reserves the right to require past due payment be made in cash, cashier's check, or money order.
16. **SUBLEASING AND ASSIGNMENT:** Lessee shall not assign all or any portion of this Agreement. Lessee shall not sublet the space. Any assignment or sublease affecting the space made by the Lessee shall be invalid and Lessor shall have the option to terminate this Agreement.
17. **SPACE SIZE:** Lessee understands that the space leased is in a common lot with other lessees. The advertised space sizes are **approximate** and for comparison purposes only. The space rented by Lessee may be smaller or larger than advertised. The rent is not based on square foot measurements and there shall be no abatement or reduction in the amount of rent if the space is smaller or larger than declared. It is Lessee's obligation to notify Lessor if another Lessee has encroached on Lessee's space. In the event Lessee encroaches on another's space, then Lessee will be notified by Lessor and will be required to move the trailer within 24 hours.
18. **WAIVER:** The failure of either party to insist upon the strict performance of any given provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require that performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach of similar nature or otherwise.
19. **SEVERABILITY:** A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect.
20. **BANKRUPTCY AND LEGAL PROCEEDINGS:** If Lessee files a voluntary petition for bankruptcy or if Lessee becomes subject to any other type of legal action or proceeding where the right to occupy premises

is an issue, Lessee agrees to notify Lessor in writing within three (3) days via certified mail return receipt requested to Lessor's address. Lessor shall have the right to recourse against the Lessee to the fullest extent allowed by law. The filing of bankruptcy does not automatically void this Agreement.

- 21. **ATTORNEY'S FEES:** In the event suit or action is instituted for a declaration of rights hereunder or to enforce any of the provisions of this Agreement, the parties agree to pay the cost of such sums as the trial court may adjudge as attorneys' fees to be awarded the prevailing party and all costs of collection and enforcement. If any appeal is taken from any judgment or decree, the parties agree to pay further attorney's fees and costs as may be adjudged reasonable by any appellate court and awarded the prevailing party.
- 22. **SUCCESSORS:** All the provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns, heirs, executors, and representatives of the Lessee and the Lessor.
- 35. **NUMBER, GENDER, CAPTIONS:** Wherever the context of this Agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders and vice versa. Paragraph headings herein are for convenience only and do not define, limit or construe contents of such paragraphs.
- 36. **CONSTRUCTION:** This Agreement has been read and negotiated by Lessee and Lessee agrees this Agreement shall not be construed for or against either Lessor or Lessee.
- 23. **NOTICES:** Lessee agrees to give prompt written notice to Lessor of any change in Lessee's address and any change in the liens and secured interests on Lessee's stored trailer. All notices required or permitted to be given under this Agreement ("Notice"), shall be in writing and shall be given or made to the respective party at the address or number set forth above by mailing by registered or certified mail, return receipt requested, postage prepaid. Either party may change its address for Notice by a Notice sent to the other. Each Notice shall be deemed given or made upon receipt or refusal to receive.

I have read and understand the above terms and conditions. I agree to abide by all terms and conditions. I have received a copy of this Agreement for my records upon signing.

Lessor Signature	Lessee Signature
Date:	Date: