

Sky View Storage
51 Jefferson Street North, Three Forks, MT 59752

RENTAL AGREEMENT

Mail all payments to: Sky View Storage, PO Box 924, Three Forks, MT 59752

Month to Month Occupancy

Unit No: _____
Monthly Rent: \$ _____ Date of Agreement: ____/____/____
Name: _____ Soc. Sec. No: _____
Spouse's name: _____ Dr. Lic. # _____
Address: _____ Occupation: _____
City/State/Zip: _____ Home phone: _____
Employer: _____ Work phone: _____

Security Deposit: \$ _____ Late Fee: \$10.00/\$20.00 Rtn. Check Chg: \$25.00

THIS AGREEMENT executed in duplicate between _____ and Sky View Storage hereinafter referred to as "Occupant" and "Owner" respectively, on this _____ day of _____, 20____, hereby agrees to the following terms and conditions:

1. RENT. The monthly rent shall be the amount entered above, due and payable in advance on the first of the month, to the Owner at the address stated above. If such rent is not paid by the 10th day of each month for which it is due, the Occupant agrees to pay a LATE CHARGE of \$10.00; if not paid until the 20th day of each month for which it is due, the Occupant agrees to pay a LATE CHARGE of \$20.00. If not paid by the last day of the month (including late fees), the unit will be locked. Returned check charge of \$25.00 will be charged immediately for any check that does not clear upon first presentation.
2. UNIT. In consideration of the terms and conditions hereinafter contained to be kept and performed by Occupant, Owner does hereby provide for Occupant, the property described above by Unit Number, at the indicated location of 51 Jefferson Street North, Three Forks, MT, hereinafter called "the Unit" meaning the entire property.
3. SECURITY DEPOSIT. In addition to the payment of the first month's rent, as indicated above, there will be a security deposit in the amount of \$ _____ to be paid at the time of the execution of this Rental Agreement. This security deposit will be refunded in full providing all rent, late and or other charges have been paid, the required notice & lock removal and the inside rented unit has been broom cleaned at the time of vacating and final notice of empty unit.
4. CONDITIONS.
 - a. All rent periods begin on the first day of the month and end on the last day of the month.
 - b. Occupant 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.
 - c. Occupants who vacate their units on or after the tenth day of the month will pay for the entire month.
 - d. Occupant shall not leave items of personal property, garbage, packing materials, etc. anywhere on the property outside their specific rental unit.
 - e. Miscellaneous charges not paid will be deducted from the security deposit.
 - f. Occupant agrees to give Owner seven (7) days notice of intent to vacate the unit.
 - g. Occupant shall make no alterations or improvements of the premises without the prior written consent of Owner. Should Occupant damage or depreciate the premises or make alterations or improvements or do painting, etc. without the prior written consent of Owner, then all costs necessary to restore the premises to its prior condition must be made by Occupant.
 - h. In the event of non-payment of rent or other charges by the Occupant for a period of thirty consecutive days after the due date, Owner may proceed under Montana Lien Law or any other legal remedy at law or in equity.
5. NOTICE OF LIEN RIGHTS. Sky View Storage has a lien on all personal property stored on this premises for rent and other charges related to the personal property including, but not limited to expenses necessary to the removal, storage, preparation for sale and sale of the personal property which attaches as of the first day such property is stored. Sky View Storage may satisfy its lien by selling the personal property as provided under Montana MCA 70-6-420 if Occupant defaults or fails to pay rent for storage of personal property abandoned after the termination of the rental agreement.

6. ASSIGNMENT OR SUBLETTING. Occupant shall not sublet or assign all or any portion of the related premises or Occupant's interest therein without the prior written consent of the Owner.
7. ATTORNEY'S FEES. If legal action shall be brought by Owner for unlawful detainer, to recover any sums due under this Agreement or for the breach of any other covenant or condition contained in the Agreement, Occupant shall pay the Owner all costs, expenses and reasonable attorney's fees incurred by the Owner in the aforesaid action.
8. LIABILITIES. Occupant shall hold the Owner and/or his agents harmless from all claims of loss or damage to Occupant's property and/or injury of death of persons caused by the intentional acts or negligence of Occupant, his guests, licensees or invitees, or occurring on the premises rented for the Occupant's exclusive use or the premises of Sky View Storage. Occupant hereby expressly releases Owner from any and all liability or loss of damage to Occupant's property or effects arising out of water leakage, breaking pipes, theft, fires, vandalism or other causes beyond the reasonable control of the Owner. Occupant's possessions within the rented unit/space are so placed at Occupant's sole risk and Owner shall have no liability for any loss or damage caused to said possessions whatsoever. Occupant acknowledges that insurance is available from independent insurance companies for damage to Occupant's property for the liability imposed in this paragraph and it is Occupant's option to purchase such insurance.
9. ACKNOWLEDGEMENT. Owner hereby acknowledges the receipt of \$_____ as payment in advance of the first month's rent and security deposit. Rent is due on the first day of each month. Monthly statements will be sent unless account is at -0-.

OCCUPANTS STORE GOODS AT THEIR OWN RISK:

I understand that the owner is renting a unit for the occupants self-service use and is not a bailor or warehouseman in the business of storing goods for hire.

INSURANCE IS OCCUPANTS RESPONSIBILITY:

I understand that the Owner does not provide insurance coverage on any personal property in my storage unit. Owner requires that I provide my own insurance coverage or be uninsured (personally responsible for any loss).

RENTAL AGREEMENT

I hereby acknowledge that I have received a copy of the completed rental agreement and that I understand the provisions that state the Owner is not responsible for loss or damage to property in my storage unit.

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 _____, 20_____.

OCCUPANT

SKY VIEW STORAGE
By:

OCCUPANT

Authorized Agent

Unit No: _____

-or-

Description of outdoor item: Year_____ Make _____ Lic _____

What is it _____