



STORAGE LEASE

LESSEE INFORMATION: (COPY OF PICTURE ID REQUIRED)

Full Name _____ Social Security # _____

Cell _____ Home _____

Address _____

City, State, zip _____

Email Address: _____ Date of Birth _____

Your Driver's License Number _____ State _____

EMERGENCY CONTACT:

Full Name _____ Relationship _____

Phone _____ Email _____

Address _____

PLEASE PROVIDE YOUR EMPLOYMENT INFORMATION:

Please Circle Your Status: Full Time - Part Time (# of hours?) _____ - Student – Unemployed

Employer _____ Wage _____

Supervisor's Name _____ Phone _____

*****TO BE COMPLETED BY OFFICE*****

1. LEASE AGREEMENT. This lease agreement made and entered into this _____ day of _____, by and between: **Summit Property Management, Inc.** (Hereinafter referred to as "Lessor") and

_____ (Hereinafter referred to as "Lessee").

2. PREMISES. The Lessee(s) hereby agrees to lease the storage unit located At _____ Storage Unit # _____ in the city of **Missoula**, county of **Missoula**, state of Montana, **59802**. Unit Size. _____

3. TERM. The Lessor leases to Lessee and Lessee leases from Lessor the above described premises, for a term of **Month to Month**, such term beginning on _____. Terms will continue on a month to month basis until notice is given.

4. LEASE RENEWAL & DEFAULT OPTIONS. If this is a Fixed Term Lease then upon the expiration of this lease one or both of the parties to this agreement must provide written notice of termination to the other party no later than ten (10) days prior to the expiration of such fixed term. If notification does not occur prior to the expiration of this fixed term this lease shall be automatically renewed on the basis of a month-to-month term.

5. RENT PAYMENT. Rent is due on the 1st day of each month of the term in equal installments of \$ _____.

Pro-rated 1st months rent \$ _____.

The total rent for the term hereof is the sum of \$ _____.

Rent shall be paid online by ACH through the Appfolio link sent to Lessee's email address. Other payment options are: mail or in person at **800 Kensington Suite #112 Missoula, MT 59801**. All checks shall be made out to: "**Summit Property Management**". *SPM accepts personal checks, certified checks, money orders or credit cards online through our website www.rentspm.com. No cash payments shall be accepted at any time.* Rent shall be paid each month using *one* transaction. A \$10 processing fee will be charged for each additional transaction used to pay rent. All payments are applied first to the oldest balance on a Lessee ledger or to fees, then to rent. *SPM will not hold checks on behalf of Lessee. All payments will be processed when received by SPM.*

6. LATE PAYMENT. For any rent payment not *received* by **5pm** on the **3rd** of the month the Lessee will pay a late fee of \$5.00. Additional \$10 fees will be charged for payments made after the 10th and after the 20th of every month. Our normal office hours are Monday through Friday 9am to 5pm. It is the responsibility of the Lessee to call ahead and check if there are any changes to our normal schedule for any reason. Any unpaid balance shall be considered unpaid rent and shall be subject to additional late fees as described above.

Non-payment of rent shall constitute default of this agreement. If full payment has not been received by the 20th of the month, Lessor may, at Lessor's discretion, secure the storage unit against entry by the Lessee until the account balance is paid in full. Upon written notice, Lessee shall have thirty (30) days to cure his/her default, and failure to do so may result in Lessor sending a certified letter stating its intention to sell Lessee's contents stored in the unit at a public auction. At that time, Lessee shall have thirty (30) days from the date of the certified letter to pay all the past due rental fees, including late assessments and expenses incurred, and to claim the contents of the unit. The notice must contain the date, time, and place of the auction if the past-due rental fees are not paid. If the certified notice is returned undelivered, notice must be given as provided in Rule 4 of the Montana Rules of Civil Procedure. Prior to an auction, Lessor shall cause notice of the date, time, place, terms, and description of the property to be published in a newspaper in the county in which the property to be sold is located. The notice shall be published once a week for two (2) weeks prior to the day of sale. Proceeds of the auction shall be applied in accordance to Title 70, Chapter 6, Part 4 of the Montana Code Annotated. (MCA 70-6-420)

7. MOVE OUT. Lessee must provide SPM with written notice when they plan to vacate. This notice may be submitted via mail, e-mail or hand delivered to our office 800 Kensington Ave #112. Upon move out rent will **not** be pro-rated. Lessee will be responsible for the full month of rent if notice has not been given and/or unit is occupied when rent posts on the 1st of the month.

8. JOINT AND SEVERAL LIABILITIES. When there is more than one Lessee on the lease, each Lessee is jointly and severally (individually) liable for its full performance.

9. NSF / RETURNED CHECK. If, for any reason, a check used by Lessee to pay Lessor is returned by the bank, Lessee will pay a NSF fee of \$30.00 to Lessor and accept whatever other consequences there might be in making a late payment. In the event that the Lessee's check is returned twice, Lessee must use a certified check to pay rent from that point forward. Any payments made without a certified check following two NSF payments will result in a \$10 fee.

10. DEPOSIT. No deposit was taken in the leasing of this storage unit. Therefore, no security deposit disposition will take place upon move out.

11. MAINTENANCE AND REPAIR; GENERAL RULES. Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

(a) Unit must remain locked with personal lock for the entirety of lease until scheduled move out date.

(b) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements, keep interior of dwelling free of garbage;

(c) Notify Lessor immediately with any and all updated contact information; telephone numbers, mailing addresses, etc.

(d) Utilize above property as a storage unit only. The property is not to be used as a residence or for operating a business of any type. Lessee shall use the unit only for storage of personal property and goods and only to the extent that Lessee's use is for a lawful purpose. Lessee shall not have the right to store any items that Lessee possesses illegally nor may Lessee store contraband or property that is unlawful to possess.

(e) Not, under any circumstances contact property owner directly. Such contact shall constitute a violation of this agreement.

(f) No auto-repair work may be performed on any vehicles anywhere on the premises.

(g) Not keep on the Premises any live animal or item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or "extra hazardous" by any responsible insurance company;

12. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this agreement nor delegate its obligations without written consent from Lessor.

13. CONDITION OF PREMISES. Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe and clean condition.

14. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

15. ATTORNEYS' FEES/COLLECTIONS. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred. In any action brought by the Lessee or Lessor to enforce any of the terms of this agreement, the prevailing party

in such action shall be entitled to such reasonable attorneys fees and costs as the court or arbitrator shall determine just. Any legal action brought by Lessee against Lessor for any reason shall first go to mediation, prior to litigation. In the event of an eviction, all costs associated with re-renting property, lost rent, moving and storing of belongings, cleaning and repairs, and early lease termination fee will be borne by Lessee. Should it become necessary for Lessor to employ a collections agency to recover an unpaid Lessee balance, Lessee shall pay the additional percentage of the balance due charged by the collections agency (typically 50%) in addition to the unpaid balance and an administrative fee of \$100 for the collections setup by Lessor.

16. INSPECTION OF PREMISES. Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the premises or the building.

17. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

18. INSURANCE/PERSONAL PROPERTY / LESSEE'S INSURANCE. Lessor shall not be liable to Lessee, nor insure Lessee, for any personal injury or property damage caused by the act or omission of any other Lessee or third party, or by any criminal act or activity, war, riot, fire, or act of god. Lessee acknowledges sole responsibility for securing Lessee's insurance to cover Lessee's personal property against any loss or damage. Under no circumstances shall Lessor be responsible for Lessee's personal property. SPM strongly encourages obtaining Lessee's insurance.

19. ADDITIONAL PROVISIONS: Lessee shall provide own lock and key and return SPM's lock and key within 7 days or be charged replacement and re-keying costs.

20. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and supersedes any oral or written representation or agreements that may have been made by either party. Further, Lessee has relied solely on their own judgment, experience and expertise in entering into this agreement with the Lessor and are of legal age and sound mind.

Signatures of Lessee(s) & Lessor:

Lessee Signature

Date

Summit Property Management

Date