

Terms and Conditions of River Road Storage Agreement

The parties recite and declare:

- A. Lessor has certain space appropriate for storage of Lessee's personal property.
- B. Lessee has certain personal property, which Lessee desires to store with Lessor.

In consideration of the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged above, Lessor and Lessee (together, "the parties") agree as follows:

1. **PREMISES RENTED.** Lessor leases to Lessee the rental unit(s) specified above ("Premises"), located at 2220 River Road, Missoula, Montana ("Facility").
2. **TERM.** The term of this Agreement will commence on the date set forth above and will continue thereafter on a calendar month-to-month basis.
3. **RENT.** Lessee will pay rent & any associated fees/charges for use of the Premises at the rate set forth above, on or before the first of every month, payable to Lessor at Lessor's address provided. Lessee's failure to do so will be deemed a default as described herein, and will result in late charges, additional fees, and default proceedings described herein. Lessor may change the monthly rental rate and/or other charges or fees set forth in paragraph 14 below at any time by giving at least thirty (30) days written notice to Lessee at Lessee's physical or electronic mailing address provided above or at the address provided per paragraph 20. The new rental rate and/or other fees & charges shall become effective the next date that rent is due and are accepted upon payment. There is NO refund for unused days if Lessee vacates prior to the last day of the paid month, and rent will be due monthly until Lessee unlocks & vacates the premises.
4. **ADMINISTRATIVE FEE.** Lessee will pay an administrative fee in an amount set forth by Lessor.
5. **USE AND OCCUPANCY.** Lessee will use the Premises only for storage of property wholly owned by Lessee and with no duly perfected security interests in the property stored. Lessee will not use the Premises for any unlawful purpose. Lessor has the right to establish or change hours of operation or to proclaim rules and amendments, or additional rules and regulations for the safety, care, and cleanliness of the Premises, or the preservation of good order at the Facility. Lessee agrees to follow all current and future Facility rules. Lessee's access to the Premises may be conditioned in any manner deemed reasonably necessary by Lessor to maintain Lessor's expectations in & of the Facility. Such measures may include but are not limited to requiring verification of Lessee's identity, limiting hours of operation, and/or requiring Lessee to sign in and sign out upon entering and leaving the Facility. Lessee shall have access to the Facility only for the purpose of storing and removing stored property in the Premises. The Premises shall not be used for residential purposes or for the operation of a business. Lessee agrees not to store property with a total value in excess of \$5,000.00 without prior authorization of Lessor and valid proof of insurance. In any event, if litigation results from any aspect of this Agreement, Lessee agrees that he or she will have no right to pursue any claims exceeding \$5,000.00. Lessee agrees not to store collectibles, heirlooms, jewelry, works of art, or any property having special or sentimental value to Lessee. Lessee waives any claim for emotional or sentimental attachment to the stored property. Lessee agrees not to leave waste, not to alter or affix signs on/to the Premises and agrees to keep the Premises in good condition during the terms of this Agreement.
6. **LOCK.** Lessee will, starting at the time of rental, always keep the door to the Premises locked with one sturdy padlock purchased/supplied by Lessee and deemed, in Lessee's sole discretion, adequate to secure the Premises. If two locks are placed on the Lessee's door, Lessor has the right to remove one lock using any method they deem necessary. If a padlock is not placed on the Premises' door within one day of rental, then Lessor has the right to place a lock on the unit and charge Lessee for the retail cost of the lock. In such case, Lessor will send Lessee the padlock keys by mail (at Lessee's cost) or hold for pick up in Lessor's office. Lessee may choose to keep a key on file in the Lessor's office; to be used by Lessee or designated access persons set forth by Lessee-with valid ID- only during office hours.
7. **MAINTENANCE.** Lessee will maintain the interior, exterior, and door of the Premises in good condition and repair any and all damage(s) resulting from use of the Premises and/or facility. Any and all repair costs will be assumed by the Lessee and charged to the Lessee's account (refer to section 15).
8. **HAZARDOUS OR TOXIC SUBSTANCES.** Lessee will not store explosives or highly flammable material or goods on the Premises. Lessee is strictly prohibited from storing or using any materials on the Premises classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials. Lessee will not allow any noxious odor or liquid of any kind to escape from the Premises. Lessee's storage may be opened by the Lessor, fire marshal, or law enforcement at any time in the event of an emergency. Lessee's obligations of indemnity as set forth herein include any costs, expenses, fines, or penalties imposed against the Premises; including removal, disposal, or cleanup of substances.
9. **ASSIGNMENT.** Lessee will not assign or hypothecate this Agreement or sublet the whole or any part of the Premises or make or permit any alteration to be made in or on the Premises.
10. **NO BAILMENT.** The parties agree that Lessor rents the Premises for Lessee's self-storage use only and that this Agreement does not create a bailment or warehousing relationship between the parties. Lessor does not accept control, custody, or responsibility for the care of stored property.
11. **INSURANCE.** Lessee, at Lessee's own expense, shall maintain a policy including but not limited to fire, extended coverage endorsement, burglary, vandalism, vermin, and malicious mischief insurance for the actual cash value of stored property. Insurance on Lessee's property is a material condition of this Agreement and is for the benefit of both Lessee and Lessor. Failure to carry the required insurance is a breach of this agreement and Lessee assumes all risk of loss to stored property that would be covered by such insurance. Lessee expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Lessee against Lessor, Lessor's agents, or employees, for loss of, or damage to, stored property or use of facility.
12. **RELEASE OF LIABILITY.** All personal property stored within or upon the Premises by Lessee shall be at the Lessee's sole risk. Lessor and Lessor's agents and employees shall not be liable for any loss of or damage to any personal property stored on the Premises arising from any cause whatsoever including but not limited to: burglary; mysterious disappearance; fire; water damage; rodents; Acts of God; the active or passive acts, omissions, or negligence of the Lessor; or Lessor's agents or employees. Lessee hereby releases Lessor and Lessor's agents and employees from liability and waives all right of recovery against Lessor for loss of property stored in or about the Premises and/or the use of the facility.
13. **INDEMNIFICATION.** Lessee will indemnify, hold harmless, and defend Lessor from all claims, demands, actions, or causes of action, including attorney's fees and all costs whatsoever, that are hereafter made or brought as a result of or arising out of Lessee's use of the entire Premises.
14. **LATE FEES AND SERVICE CHARGES.** Lessee will pay the following fees and/or service charges:
 - a) A card processing fee of 3% will be added to all accounts using electronic card processing payment, including but not limited to: ACH bank payment, Visa, Mastercard, Discover, American Express.
 - b) \$15.00 late fee will be charged each billing cycle if rent is not paid on or before the fifth (5th) day of each month.
 - c) \$ 5.00 fee will be charged for all NSF (insufficient funds) electronic ACH bank payments.
 - d) \$35.00 fee will be charged for all returned NSF (insufficient funds) check payments.
 - e) \$10.00 replacement fee will be charged for any lost and/or broken Document Storage keys.
 - f) \$25.00 fee will be charged for each registered or certified letter mailed to Lessee or Lessee's agent at the address given by Lessee, when Lessee is past due in default status.
 - g) \$55.00 fee will be charged for preparing stored property for a lien sale, including but not limited to administrative costs for seizing, inventorying, plus all expenses associated with the sale will be charged for each occurrence when the rent is late thirty-one (31) days or later. This fee will also be charged to abandoned units to allow the Lessor to assess, clean, organize, dispose, and set up a lien sale if necessary, to secure payment of all monies due under the Agreement.
 - h) \$10.00 fee will be charged for cutting a lock or other security device to gain access to Lessee's storage door.
 - i) \$25.00 minimum fee will be charged for cleaning and/or disposal if the Premises is left dirty or in need of repair at Agreement termination.
15. **DEFAULT.** In the event Lessee defaults in full payment of rent, fees, and/or other charges for seven (7) days after it is due, Lessor may elect to terminate this Agreement and retake possession of the Premises and pursue any other remedy by laws or equity. In such event, Lessor may forcibly remove Lessee's lock and remove the contents of the Premises, without liability to Lessor, to secure payment of all monies due under this Agreement, including any fees, penalties, and costs as defined in paragraph 14 of this Agreement. The property stored in the Premises may be sold to satisfy the lien, if Lessee remains in default for thirty (30) days or more. Lessor may then inventory Lessee's property for the lien sale and add all expenses associated with the sale in satisfaction of rent owed as provided by law. Lessee will hold Lessor harmless against claims of any third parties to goods sold by Lessor pursuant to such law. Neither the Lessee nor the Lessor intends hereunder to waive the benefits or requirements of Montana law to the extent that any provision herein is inconsistent with Montana law, Montana law will control. In the event a balance remains on the Lessee's default account after the lien sale, the Lessee will be turned over to a collection agency in an attempt to recover the remaining debt owed by the Lessee, which will include any costs or fees associated with necessary legal representation and or actions associated with the collection agency to satisfy the debt amassed by the Lessee.
16. **TERMINATION.** Either party may elect to terminate this Agreement at any time during the tenancy by giving the other at least ten (10) days notice prior to the date designated in the Notice for the Termination of the Tenancy. If Lessee does not comply with all the provisions of this Agreement, other than payment of rent, within ten (10) days following notice from Lessor specifying the breach and demanding compliance, then this Agreement shall terminate without further notice. Such termination shall neither relieve Lessee from their obligation to pay rent, nor the obligation to pay Lessor damages for Lessee's breach. Lessee is responsible for the entire month's rent, unless Lessee has vacated the unit prior to the second (2nd) day of the month. Monthly rent will not be prorated upon vacating the Premises. At any time during the rental period Lessee has removed their lock and vacated the contents of the Premises, the parties agree that Lessor has the right to retake possession of the Premises. If the Lessee has any contents remaining in the locked or unlocked unit and has not returned any communication with the Lessor, the account will be considered abandoned and the Lessor will move forward with the default process to satisfy any debt on the abandoned unit and/or retake possession of the Premises. The Lessee may at any time choose to abandon their belongings located on the Premises by indicating such intentions in a signed & dated notice.
17. **VENUE.** If any legal action results from this Agreement or from the relationship between the parties, the parties stipulate that venue for such action will be in the Montana Fourth Judicial District Court, Missoula County, Montana.
18. **WAIVER.** The waiver by either party of any provision contained herein will not be deemed a continuing waiver of any subsequent breach of the same or any other provision and will not operate to bar Lessor from declaring a default and termination for said breach.
19. **NOTICES.** Any notices between the parties given under this Agreement or otherwise will be in writing and mailed to the mailing address and/or electronic address of the recipient as stated in this Agreement or given in any subsequent notice of change of address, and such notice shall be effective the day following mailing to such address. Lessor is under no obligation to make any other efforts in providing a notice other than to mail a notice (standard and/or electronic) to the address provided by the Lessee. Lessor makes no guarantee to provide notice to emergency contact person designated in this Agreement. Lessor will not provide notice by attempting to telephone the Lessee, Lessee's agents, or representative of the emergency contact person.
20. **CHANGE OF ADDRESS.** In the event Lessee shall change Lessee's contact information, or alternate name and alternate mailing address as set forth in the Agreement, Lessee shall give Lessor verbal (ID verified) or written (standard or electronic mail) notice signed by Lessee of any such change within ten (10) days of the change, specifying Lessee's current contact information: mailing address and alternate name, address, email, and telephone numbers. Change of mailing address or telephone numbers cannot be affected through the listing of such information on return envelopes or checks. Except as otherwise expressly provided in this Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Agreement may be mailed electronically, personally served, and/or served by Certified Mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party provided for in this Agreement. Service of such notice or demand shall be deemed complete on the date of deposit with postage thereon in the United States mail, date sent using electronic mail, or upon date of personal delivery.
21. **NO WARRANTIES.** Lessor disclaims any implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of the Facility, Premises, and the property subject to this Agreement, and Lessee hereby acknowledges that Lessee has inspected such Facility and Premises and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety and/or security of the Facility or Premises or the contractual obligation for Lessor to increase or maintain such safety or security.
22. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements or understandings with respect thereto. With exception of posted rules and regulations as noted in paragraph 5, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein, and no representatives of Lessor or Lessor's agents is authorized to make any representation, warranty, or agreement other than as expressly set forth herein. This Agreement may be amended only in writing signed by the parties.
23. **ACTIVE DUTY SERVICE MEMBERS.** Official Deployment/Service notification from the DOD must be provided to the Lessor by the Lessee prior to the start date of any and all deployments/services. If an Active Duty Service Member [armed forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), the Commissioned Corps of the National Oceanic and Atmospheric Administration (NOM) and the Commissioned Corps of the Public Health Services] is in default while deployed/serving, Lessor will contact the emergency contact and/or secondary user on the account to maintain the payments and/or use of the storage unit while Lessee is deployed/serving. It is mandatory for the Lessee to provide an emergency contact and/or a secondary, temporary person to be responsible for the unit while Lessee is deployed/serving. If the account is in default upon the Service Member's return, the Lessee has 90 days after the and date of deployment/service to pay account in full, or the Lessee will be notified of an auction to satisfy the lien on the past due account (paragraph 15).