



B & B Mini-Storage
 PO Box 1023 Plains, MT 59859
 Phone: 406-499-1700
 Email: bbministorage.plains@gmail.com

B & B MINI-STORAGE UNIT LEASE AGREEMENT

Lease Start Date:	Unit #:	Size:	Rent per Month: \$
Day of Month that Payment is Due 1 or 15:	<i>Notes:</i>		
Name			
Address			
City, State, Zip			
Phone			
Email			
Alternate Contact Name			
Alternate Contact Phone			

This agreement made and entered into this day by and between B & B Mini-Storage of Plains, Montana, hereinafter referred to as “Landlord/Lessor”; and _____, hereinafter referred to as “Tenant/Lessee.” *(Signature is required on the next page)*

1. **LEASE.** The landlord does hereby lease to the Tenant those premises owned by Landlord at B & B Mini-Storage, Plain Montana, 33 River Road West, hereinafter called the “Leased Space”, more particularly described as follows:
Landlord Storage Unit No. _____, located at 33 River Road West, Plains, Montana. It is agreed that this is a commercial lease of the Leased Space.
2. **ACCEPTANCE OF PREMISES.** The tenant accepts the building in its existing condition. No representation, statement or warranty, express or implied, has been made on or in behalf of the Landlord as to such condition.
3. **TERM.** The term of this lease shall be monthly, commencing on (as stated above) _____ Rental terms are subject to change by the Landlord with written notice to the Tenant 30 days prior to the effective date of the change. Tenants who vacate their units on or after the first day of the month will pay for the entire month.
4. **RENT AND TERMINATION.** The Tenant shall pay to the Landlord as rent monthly installments of \$ _____ each, payable in advance on the _____ of each month, continuing each month thereafter with a grace period of five (5) days. Rent received 5 days after this day are subject to a late fee of \$20.00. A returned check charge of \$35.00 will be charged and due immediately. The rent shall be payable by mail to Landlord at: **B & B Mini-Storage PO Box 1023 Plains, MT 59859, credit card autopay**, or at such other place as the Landlord may designate in writing.
 Either Landlord or Tenant may terminate this lease upon 30 days written notice, but Landlord may terminate the lease in the event of default pursuant to the procedure set forth in Paragraph # 7. There will be no reimbursement for any portion of fee(s) for early withdrawal of property.
 In the event of default of Tenant for nonpayment of rent, Landlord shall have a storage lien and may sell or dispose of personal property of Tenant stored pursuant to Sec. 70-6-401, *et, seq.*, Montana Code Annotated as stated in Paragraph # 7.
5. **UTILITIES.** No utilities will be provided by Landlord. Tenants are responsible for turning off lights in units that have this utility.

6. **TENANT'S INSURANCE AND HOLD HARMLESS.** Tenant is responsible for Tenant's own casualty insurance on personal property and agrees to release and indemnify and hold Landlord harmless from all claims or liability in connection therewith. Tenant does hold Landlord harmless from and shall fully indemnify Landlord from all claims or actions arising from Tenant's activities and use of the leased premises.

7. **DEFAULT (see Process of Eviction on signature page)**

Montana Code Annotated 2021 Part 6. Self-Storage Facilities Act

70-6-606. Renter default -- access restriction.

(1) The operator has the right to deny the renter access to the leased space at the self-storage facility if:

- (a) the rent or other charges due from the renter is delinquent and unpaid;
- (b) the leased space is being used for residential or other unlawful purposes; or
- (c) the renter fails to vacate the leased space after the rental agreement is terminated in accordance with its terms.

(2) A reasonable late fee may be imposed and collected by an operator for each period that a renter does not pay rent or other charges when due under the rental agreement if the amount of the late fee and the conditions for imposing the fee are stated in the rental agreement or in an addendum to that agreement. A late fee of \$20 or 20% of the monthly rent, whichever is greater, is a reasonable fee and may not be considered a penalty. Any reasonable expense incurred as a result of rent collection or lien enforcement by an operator may be charged to the renter in addition to late fees.

(3) A renter who purposely or knowingly accesses a leased space after having been in default of the rental agreement and denied access under subsection (1) may be prosecuted under Title 45, chapter 6.

70-6-607. Renter default -- personal property sale.

(1) If a renter is in default for a period of more than 60 days, the operator may enforce the lien provided in 70-6-605 by selling the renter's stored personal property at a commercially reasonable sale. Personal property may be sold:

- (a) as a unit or in parcels; or
- (b) by way of one or more contracts.

(2) The operator may otherwise dispose of property that has no commercial value.

(3) Before conducting a sale under this section, the operator shall:

(a) at least 30 days before the sale, send notice of default to the renter. The notice of default must include: (i) a statement that the contents of the renter's leased space are subject to the operator's lien; (ii) a statement of the operator's claim, indicating the charges due on the date of the notice and that additional charges shall continue to accrue and become due; (iii) a demand for payment of the charges due and a deadline for payment; (iv) a statement that unless the claim is paid before the deadline, the contents of the renter's leased space will be sold or otherwise disposed of after a specified time; and (v) the name, street address, and telephone number of the operator or a designated agent that the renter may contact to respond to the notice.

(b) at least 7 days before the sale, notify by verified mail or electronic mail, if provided by the renter, the date, time, and location of the sale;

(c) at least 7 days before the sale, advertise the time, place, and terms of the sale in a newspaper of general circulation in the county where the sale is to be held. Alternatively, the operator may advertise the sale in any other commercially reasonable manner. The manner of advertisement is commercially reasonable if the sale is attended or viewed by at least three persons who appear personally or online, by telephone, or by any other method at the time and place advertised.

8. **MAINTENANCE, REPAIR AND SECURITY.**

A. The Landlord shall keep the roof, structural supports and exterior walls of the building in good repair.

B. The Tenant shall keep the interior of the leased property in as good order and repair as it is at the date of the Commencement of this Lease, reasonable wear and tear and damage by normal use excepted.

C. Tenant is solely responsible for security of any goods stored and Tenant understands that there are no security personnel or security systems at the storage facility. Tenant assumes all risk, damages and losses to any merchandise or goods located in or about the leased premises for any cause what-so-ever.

9. **LIMITATION ON USE.** Tenant may use the leased premises only for storage purposes. The unit shall not be used for any unlawful purposes. No personal property may be stored that falls into any of the following categories: explosives of any type, propane, gasoline, turpentine, hazardous wastes or chemicals, or other combustibles, firearms, jewelry and silver, or valuable coins, metal, original artwork, or illegal substances. Also, Tenants may not hold any sales of any kind (such as yard or garage sales) on leased premises. Breach of this portion of the lease shall terminate the lease and Tenant shall be responsible for all damages sustained by Landlord. It is expressly understood this is a contract of rental of space and is not to be construed as an agreement of deposit or storage. Landlord has no knowledge of the contents of the Tenant's storage area. **No habitation is allowed.**

10. **LANDLORD'S RIGHT TO ENTRY.** The Landlord and landlord's representatives may enter the leased property at any time for the purpose of inspecting the leased property, making repairs, or exhibiting the leased property for sale, lease or mortgage financing. If a lock must be removed, the landlord will replace it with a landlord lock and you will be notified with a process of how to access your unit.
11. **SURRENDER.** At the expiration of the lease term, the Tenant shall surrender the leased property in as good condition as it was at the beginning of the term, reasonable use and wear from the normal business uses excepted.
12. **ASSIGNABILITY.** The Tenant may not assign or sublet this lease or the leased property, or any part thereof, without the Landlord's written consent. Landlord may assign this lease.
13. **SUCCESSION.** This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns.
14. **CHANGE OF ADDRESS.** It shall be the duty of the Tenant to furnish the Landlord notification in writing at Landlord's address provided herein of any change of address or phone number by certified mail or in person by completing a change of address form.
15. **TERMINATION OF LEASE AS A RESULT OF FIRE OR OTHER CASUALTY LOSS.** In case of damage by fire, water, or other casualty to the leased space, without the fault of the Tenant, if the damage is so extensive as to amount practically to the total destruction of the leased space, or in the sole discretion of the Landlord it would be impractical to restore the tenant's use of the revised space, then this lease shall cease and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenantable, in the whole or in part, there shall be an apportionment of the rent until the damage has been repaired.
16. **MUTUAL RELEASE OF LIABILITY FOR ALL HAZARDS COVERED BY INSURANCE.** The Landlord and the Tenant, and all parties claiming under them thereby, mutually release and discharge each other from all claims and liabilities arising from or caused by a hazard covered by insurance on the leased property or covered by insurance in connection with the property or activities conducted on the leased property, regardless of the cause of the damage or loss.
17. **COVENANT OF QUIET ENJOYMENT.** The Tenant, upon the payment of the rent and upon the performance of all of the terms of this lease, shall peaceably and quietly enjoy the Leased Space subject to the terms of this Lease.
18. **COMPLETE AGREEMENT AND TIME.** This agreement contains the entire agreement and understanding of the parties and supersedes any and all prior negotiations and understandings. Any portion or portions of this agreement found to be a violation of legal rights of either party, does not nullify or void the remaining provisions of the agreement.
19. **ATTORNEY AND ATTORNEY'S AND/OR COLLECTION FEES.** Attorney fees and court costs will be allowed the prevailing party for the enforcement of any provision of this agreement.
20. **JURISDICTION AND VENUE.** This agreement is entered into at Plains, Montana. Any venue for any court proceeding under this agreement shall be in Sanders County, State of Montana. This agreement shall be interpreted under the laws of the State of Montana.

(Signature is required on the next page)

B & B Mini-Storage
Storage Unit Lease Agreement Acknowledgement and Signatures
Process of Eviction from Storage Unit

(based on default from written payment day in your lease agreement)

All storage units must have a current lease agreement. Failure to have this on file will start the eviction process described on your lease agreement.

If rent is not received by 30 days after this day due:

- a **RED landlord's lock** will be placed on the unit(s), and a letter will be sent to the last known address of the Tenant. The notice of default will include:
 - a statement that the contents of the renter's leased space are subject to the operator's lien;
 - a statement of the operator's claim, indicating the charges due on the date of the notice and that additional charges shall continue to accrue and become due;
 - a demand for payment of the charges due and a deadline for payment;
 - a statement that unless the claim is paid before the deadline, the contents of the renter's leased space will be sold or otherwise disposed of after a specified time;
 - the name, street address, and telephone number of the operator or a designated agent that the renter may contact to respond to the notice.

The **RED landlord's lock** will only be removed upon payment that is due or a detailed payment plan (late fee included) that is discussed with the landlord and placed in writing upon contact to respond to the notice. The payment plan must be signed and returned via postal mail or email to continue the terms of lease agreement

If rent is not received by 60 days after this day due:

- **If a sale or auction will be held:**
 - at least 7 days before the sale, tenant will be notified by verified mail or electronic mail (if provided by the renter) the date, time, and location of the sale or auction;
 - at least 7 days before the sale or auction, landlord will advertise the time, place, and terms of the sale in a newspaper of general circulation in Sanders County, where the sale is to be held. The manner of advertisement is commercially reasonable if the sale is attended or viewed by at least three persons who appear personally or online, by telephone, or by any other method at the time and place advertised.
- **If a sale or auction will not be held:**
 - after 60 days of default from the lease agreement, all contents of the storage unit will be disposed of at the discretion of the landlord

Please initial next to each statement:

I, the Tenant, understand that B & B Mini-Storage and/or its management:

- _____ is not responsible for loss or damage to my property.
- _____ does not provide insurance for my stored property.
- _____ requires that I provide my own insurance coverage or be uninsured. (I am responsible for any loss.)
- _____ does not provide security personnel/systems and gates may be left open for allowance of tenant access to the property.

I (tenant) have read and understand this lease agreement. I have been given a copy for my use, records, and protection.

Tenant Signature

Date

B & B Storage- Landlord/Owner/Representative Signature

Date

Credit Card Auto-Pay (Optional)

Type of Credit Card

Name on Credit Card

Zip Code for Card

Credit Card Number

Expiration Date

CVV (# on back)