

# AAA MINI STORAGE, INC.

PO Box 1533  
Kalispell, MT 59903  
406-752-8313

## Occupant Info:

Name: \_\_\_\_\_ Drivers License #: \_\_\_\_\_  
Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ **Alternate Contact:**  
Cell Phone: \_\_\_\_\_ Name: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Occupant hereby rents from the Owners space number \_\_\_\_\_, size: \_\_\_\_\_, at AAA Mini Storage, Kalispell, Montana, under the following terms and conditions:

- 1) **TERM:** This agreement shall commence on the date of this contract to the first day of the month following, and shall continue from month to month thereafter until terminated as hereinafter set out.
- 2) **DEPOSIT:** Occupants shall pay in advance a security deposit of (\$20), to be held by Owner for the faithful performance of the terms of this agreement, for cleaning and repair of the premises after surrender of the same by the Occupant, and a (\$10) lock deposit. The deposit shall be refunded to the Occupant within 4 weeks after the Occupant vacates the premises, less all charges for cleaning, repairing, and replacement of any missing items, or other amounts due under this agreement when necessary to compensate Owner for loss or damage caused by the breach of Occupant, including any amounts necessary to compensate Owner for delinquent rent owed by Occupant.
- 3) **RENTAL:** Rental for the space is the sum of \$ \_\_\_\_\_ to Owner at address hereinbefore set out. In the event the rent is not paid within 5 days after due date, Occupant agrees to pay (\$10) late fee as additional rent. Unit will be over locked by Management if payments are not received by the 5<sup>th</sup> day of the month and a fee of (\$5) will be assessed for unlocking unit. For your convenience, go to [aaastoragekalispell.com](http://aaastoragekalispell.com) to make a payment, click on "manage account" and then create your account.
- 4) **OCCUPANCY AND COMPLIANCE WITH THE LAW:** This storage shall be used for that of personal property. The storage of items including, but not limited to, cleaning fluids, organic chemicals of any kind are strictly prohibited (gasoline, wood stain, paint, solvents). Occupant shall not store any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department, or any other governmental agency, or in violation with any other legal requirement, or due any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises. Owner will provide a lock with one(1) key. Occupant agrees to place no more than one (1) lock on the premises. Owner reserves the right to inspect and supervise the placement of all items in the rental space to insure compliance with the provision hereof. **NO FOOD OF ANY SORT MAY BE STORED IN THE UNIT. No seed of any sort (bird, grass etc) unless stored in a plastic container with mouse proof lid.**
- 5) **CONDITION AND ALTERATION OF PREMISES:** Occupant accepts premises as being in good order and condition and agrees to pay Owner promptly for any repairs of the premises caused by Occupants negligence or misuse. Occupant shall make no alterations without the prior consent of Owner. All costs necessary to restore the premises to its prior condition shall be borne by Occupant.
- 6) **TERMINATION:** This agreement maybe terminated by either party hereto upon thirty (30) day written notice to the other party. If the Occupant fails to pay any monthly rental by the tenth (5<sup>th</sup>) day of any month, such failure shall be constructed to be such notice to vacate and Owner shall have the right to apply the deposit for the last month rental as payment for such month. All the Owner's rights shall survive the termination of this agreement.

Occupants shall vacate the premises in good and clean condition and deliver the premises to the Owner in the same condition as they were delivered to him. Occupant shall leave a forwarding address with Owner.

- 7) **LIEN AND ABANDONMENT OF PROPERTY:** Owner has a lien upon all personal property located in Owners premises for rent, labor, collection fees or other charges, present or future, including expenses necessary for the preservation of or expenses reasonably incurred in the sale or other disposition of said personal property.

Any property which shall remain in the Occupants unit after the expiration or termination of this agreement shall be deemed to have been abandoned and either may be retained by the Owner as its own property or sold. If such property or any part shall be sold, the owner may receive and retain the proceed of such sale and apply the cost of moving and storage, and any arrears of basic and additional charges and any damages which Owner may be entitled to under this agreement, or in accordance with the law. Upon enforcement of this lien owner liability for goods stored is limited to one dollar per square foot of rented area. Occupant may request in writing at the time of this agreement to increase this valuation for additional rates.

Owner and Occupant agree that in the event a notice to terminate the rental agreement has been given by the Owner to occupant has not occupied the premises for the (10) days covered by the said notice of termination and has not paid any portion of the rent due for said period, then the premises may be deemed abandoned by Occupant and Owner may re-enter and take immediate possession of said premises, consider the agreement terminated and re-let said premises.

In the event the Occupant's rental remains unpaid for a period of 10 days or more, owner shall have the right to over-lock the unit. "Remain Unpaid" shall be defined as failure to tender rent, or tendering a check that is subsequently dishonored on presentment. Owner shall remove its lock upon tender of rent in cash or by certified check.

- 8) **ATTORNEY FEES:** In the event that attorney's fees, collection fees, costs or any other expenses are incurred by AAA Mini Storage due to the Occupants default or breach of this agreement, the Occupant hereby agrees to pay said attorney fees, collection fees, cost and expenses in connection therewith.
- 9) **LIABILITY:** Occupant shall hold Owner and his agents harmless from all claims or loss or damage to property and injury to persons caused by the acts or negligence of Occupant, occurring on the premises rented for Occupant's exclusive use. Occupant hereby expressly releases Owner from any and all liability or loss or damage to Occupant's property or effects arising out of fire, explosion, water leakage, breaking pipes, or theft or any other cause except for willful acts on the part of the Owner. Owner carries no insurance which in anyway covers any loss whatsoever incurred by the Occupant.
- 10) **ASSIGNMENT OR SUBLETTING:** Occupant shall not sublet or assign all or any portion of the premises or Occupants interest therein without prior written consent of Owner.
- 11) **RULES:** Occupant agrees to abide by all rules and policies that are posted and are now in effect or that may be put into effect in the future.
- 12) **ADDRESS CHANGE:** Occupant must supply any change of address or change of telephone number to Owner within one (1) week of said change.
- 13) **RETURNED CHECKS:** Occupant will be charged fifteen (\$15) dollars for any check returned by the issuing financial institution.

**AAA Mini Storage, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
AAA Storage Representative

\_\_\_\_\_  
Occupant Date: \_\_\_\_\_

**Sign and fill out form and send a check to:**

**AAA Mini Storage**

PO Box 1533  
Kalispell, MT 59903  
(406) 752-8313

<b>Deposit</b>	\$ <u>20.00</u>
<b>Rent</b>	\$ _____
<b>Total Due</b>	\$ _____