

DARBY MINI STORAGE

Unit # _____

3575 HWY 93 South
 Mailing Address: PO Box 219 - Darby, MT 59829
 406-360-2304 406-821-4076
 gene@oldwestdarby.com

1. DARBY MINI STORAGE and _____ phone: _____
 address: _____

thereinafter, whether one or more, (Lessees) agree as follows:

2. For and in consideration of the mutual promises and covenants hereinafter made and the sum of _____ per month, payable monthly on the _____ (due date) of each and every month in advance, DARBY MINI STORAGE shall lease to Lessee one storage space, Unit No. _____; Lessee shall pay to DARBY MINI STORAGE a deposit of _____ dollars; said deposit shall be returned at the termination of the lease unless it is necessary for DARBY MINI STORAGE to use part or all of the deposit to correct breaches of the lease by the Lessee (such as failure to leave the space broom clean, haulage charges, damages, late charges and past due payments, etc.); further the parties agree as follows:
3. **DARBY MINI STORAGE DOES NOT BILL EACH MONTH.** Lessee shall make a record of its due date specified in paragraph 1 and shall pay every month on or before its due date. After five (5) days delinquency, there will be an additional \$2.00 charge per day which shall accrue on a day to day basis on the first (1st) day of delinquency and each day thereafter until payment is made. Nonpayment will result in a company lock being installed on the unit at an additional charge of \$15.00. The lock will only be removed after rent and late fees are paid in full.
4. This lease shall be on a month-by-month basis and is terminable upon ten (10) days notice by either party to the other party.
5. Lessee shall use the storage space for the storage of personal property only. No storage space may be used for any hazardous purpose, unlawful purposes, nor may it be used for any animal or human habitation. No dangerous materials of any sort, nor explosives or highly flammable materials shall be stored. Nor shall Lessee store any items that are in violation of any order or requirement of any government agency or store materials nor do any act which creates a nuisance in or upon the premises. Upon demand by DARBY MINI STORAGE or any of its agents, Lessee agrees to unlock and permit inspection of the storage space and contents thereof.
6. Lessee agrees that in the event the rent and charges specified in paragraph 2 are delinquent, that DARBY MINI STORAGE may undertake the remedies specified in the lease (and any other remedies of law available to it) and in the further event that DARBY MINI STORAGE provides Lessee with the notices specified herein, that all right, title and interest in and to the contents of the storage space shall pass to DARBY MINI STORAGE and that DARBY MINI STORAGE has full authority to sell the contents of the storage space under the terms and condition provided in this agreement.
7. DARBY MINI STORAGE reserves the right to raise the rent whenever deemed necessary.
8. **EACH STORAGE SPACE IS TO BE LOCKED WITH THE LESSEE'S OWN PADLOCK.** When Lessee removes padlock, possession by DARBY MINI STORAGE takes place at that time.
9. The storage unit may not be sublet in whole or in part without the written consent of DARBY MINI STORAGE. Upon expiration of the term of storage, unit will be surrendered peaceably, broom clean and in as good a condition as the same is now, reasonable wear and tear alone expected.
10. No utilities are provided.
11. If articles of any kind are left on the outside of the buildings a charge for the hauling away will be charged against the deposit.
12. The Lessee agrees to be solely responsible for the protection of his property stored in the storage unit by purchasing insurance at his sole expense or by other means. DARBY MINI STORAGE shall not be liable to Lessee or any other person for any loss or damage to the property of the Lessee or any other person caused by acts of negligence whatsoever (including the negligent acts of DARBY MINI STORAGE or its agents) or for any loss or damage to the property of Lessee due to any building or its appurtenances being improperly constructed or being or becoming out of repair. Lessee hereby agrees to indemnify DARBY MINI STORAGE and hold him harmless for any loss, expense or claims arising out of such damage or injury (including damage or injury resulting from negligence of DARBY MINI STORAGE or its agents).
13. The address given herein as that of the Lessee shall be conclusive upon the Lessee until notice of the change in address is given by the Lessee in writing to DARBY MINI STORAGE. Any notice whatsoever shall be binding upon the Lessee irrespective of whether the Lessee actually received the notice if the same is placed in the U.S. Mails, postage prepaid, addressed to the Lessee at the address specified herein or the new address given by the Lessee in writing to DARBY MINI Storage.
14. This lease shall be binding upon the personal representatives, successors and assigns of the parties hereto.

DATED _____

Driver's License #: _____

Social Security #: _____

Lessee: _____

DARBY MINI STORAGE by: _____

AMOUNT RECIEVED UPON SIGNING	
	Deposit \$
Month	Prorated \$
Month	Month \$
CC Proc Fee	\$
	Total \$