



425 N. 5<sup>TH</sup> STREET W. – SUITE E  
MISSOULA, MONTANA 59802  
PO Box 17312, MISSOULA, MT 59808  
PHONE: (406) 541-7586  
ASSIST.RENTPLUM@GMAIL.COM  
WWW.RENTPLUM.COM

## STORAGE UNIT RENTAL APPLICATION

THIS APPLICATION IS VALID FOR 6 MONTHS UPON APPROVAL

APPLICANT NAME: \_\_\_\_\_

STORAGE SITE NAME: \_\_\_\_\_ UNIT SIZE: \_\_\_\_\_

PREFERRED MOVE IN DATE: \_\_\_\_\_ (must be a business day, Monday – Friday)

PREFERRED LEASE TERM:  Month to Month  
 OR Current Advertised Special: \_\_\_\_\_

*Plum PM does not offer other lease terms than outlined above. \*\*15 Days Written notice is required upon vacating a storage unit.*

If you have an email account, the Storage Agreement will be emailed to you via DocuSign (3<sup>rd</sup> Party Digital Signing Program), the day of the noted preferred move in date. If you do not have an email address, the Storage Agreement will be available at Plum, the day of the noted preferred move in date.

Email Address (PLEASE WRITE CLEARLY): \_\_\_\_\_

### CHECKLIST

OUR GOAL IS TO PROCESS YOUR STORAGE APPLICATION WITHIN 24 HOURS. IN ORDER TO ACHIEVE THIS GOAL, WE CANNOT ACCEPT THIS APPLICATION UNLESS ALL OF THE BELOW ITEMS ARE COMPLETED AND INITIALED.

**Please initial each line item below:**

\_\_\_\_\_ Read through the entire application.

\_\_\_\_\_ Include a color copy of your valid driver’s license, state identification card, or US Passport.

\_\_\_\_\_ Include a copy of your most current pay stub and/or bank statement.

\_\_\_\_\_ Current contact information to include your mailing address (since mail can’t be sent to a storage unit), email address, phone number, and emergency contact information.

### QUALIFICATION CRITERIA

1) **Proof of Identification** – Valid driver’s license, state identification card, or United States Passport.

2) **Verification of Income/Funds** – Most current pay stub and/or bank statement.

3) **Current Contact Information** – Mailing address (since mail can’t be sent to a storage unit), email address, phone number, and emergency contact information.

**4) Complete Application** - The entire application must be completed in its entirety. Failure to complete the entire application may delay processing or result in a denial of the application. Complete applications will be processed in the order in which received.

Applications will not be “pre-screened” outside the standard process under any circumstances and **incomplete or falsified applications may be rejected without further notice**. All applications submitted become the property of Plum Property Management, LLC. No part of the application will be returned to anyone other than the applicant.

If you are undecided, or if your property of interest has been rented please be advised that your approved application is good for six months and may be used to rent any of our available properties.

### **DISCLOSURE AND AUTHORIZATION**

Plum Property Management, LLC, will be using the information supplied on this rental application to:

1. Verify your proof of identification.
2. Verify your financial information through your pay stub or bank statements.
3. Verify current contact information.
4. Verify background information on all other information provided in this rental application that we feel pertinent to qualify you as a potential tenant for a storage unit.

The undersigned Applicant declares that the information contained in this Storage Unit Rental Application is true, complete and correct, and understands and agrees that any false statements or representations identified herein may result in rejection, without further notice, of this and any future applications for tenancy in housing managed by Plum Property Management, LLC. The undersigned specifically authorizes and directs any and all persons or entities named by Applicant herein to receive, provide, and exchange with your company, it's principals, agents and employees, any information pertaining to me, including but not limited to confidential information pertaining to my credit and payment history, the opinions and recommendations of my personal and employment references, my rental history, my criminal history, my driving record, my military background, my civil listings, my educational background, and any professional licenses. I hereby waive any right of action now or hereafter accruing against any person or entity as a consequence of the release or exchange of such confidential information. By my signature below, I authorize the investigation and release of any and all information pertaining to the statements and representations contained herein, its principals and/or the owner(s) of any property which I am applying to occupy.

I further understand and agree that Plum Property Management, LLC will rely upon this Storage Unit Rental Application as an inducement for entering into a rental agreement or lease of real property and I warrant that the facts, matters and information contained in this Application are true, complete and correct to the best of my knowledge and belief. If any facts subsequently prove to be untrue or inaccurate in the sole discretion and determination of Plum Property Management, LLC, you may terminate my tenancy immediately and collect from me any damages incurred including reasonable attorney's fees resulting there from. The Storage Unit Rental Application is an integral part of the rental agreement and will be used in conjunction with all legally binding documents and/or agreements. After executing a rental agreement with Plum Property Management, LLC, I understand that I am responsible for reporting any changes in the personal information contained herein, including but not limited to change of name, phone number(s), financial and employment information within 48 hours.

I understand that Plum Property Management, LLC reserves the right, in its sole discretion, to report to national credit reporting agencies my failure to fulfill any of the terms of any rental agreement subsequently executed by me, including any amendments, renewals or extensions thereof. Subsequent consumer credit

reports may be obtained and utilized under this authorization in connection with any update, renewal, modification, or extension of any Rental Agreement including any amendments thereto or regarding any collection matter pertaining to, arising from or in conjunction with, the rental or lease of a residence for which application was made.

Our company welcomes all applicants and supports the precepts of equal access and "Fair Housing." We will not refuse access to any housing, accommodation, or other interest in property or otherwise discriminate against an applicant on the basis of age, sex, race, religion, marital/familial status, physical or mental handicap, color, creed, ethnicity, national origin or sexual orientation.

NOTICE OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE PROPERTY OWNER AND PLUM PROPERTY MANAGEMENT, LLC: our company is the sole and exclusive agent of the Owner of the properties listed for rent or lease and represents the Property Owner's interest in any and all transactions related to the rent or lease of said property.

I acknowledge that I have voluntarily provided the above information for rental purposes, and I have carefully read and I understand this authorization.

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**HOW/WHERE DID YOU HEAR ABOUT THE STORAGE UNIT YOU HAVE APPLIED FOR?**

Signage on Site \_\_\_\_ Plum's Website \_\_\_\_ Walk In to Office: \_\_\_\_ Referral: \_\_\_\_ Call In to Office: \_\_\_\_

Other Online Website &/or Other: \_\_\_\_\_

**PERSONAL INFORMATION**

Applicant's Full Name: \_\_\_\_\_

Have you ever used another name(s)? **Y / N** If yes, please note: \_\_\_\_\_

Driver's License State & #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home or Work Phone: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home or Work Phone: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Employed By: \_\_\_\_\_ How Long?: \_\_\_\_\_ Yrs: \_\_\_\_\_ Mos.

Employers Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Position: \_\_\_\_\_ Monthly Income: \$ \_\_\_\_\_ Supervisor: \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Received By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

By providing your phone number, you agree to receive text messages from Plum Property Management regarding updates, offers, and promotions. Reply STOP to opt-out anytime. Message and data rates may apply. For more information, please read our privacy policy and terms of service.

Privacy Policy:

PLUM PROPERTY MANAGEMENT PRIVACY POLICY

1. Commitment to Privacy. Plum Property Management respects individual personal and confidential information. Our commitment to your privacy is demonstrated in our website information practices, including what type of information is gathered, how the information is used, and with whom the information is shared. By using our website, you are accepting the terms of our privacy policy.
2. Collection of Personal Information. We collect personal information about you when you contact us or apply to use our services. Information that we collect may include: first and last name; physical, mailing, or other address; email address; telephone number(s); social security number; any other identifier which permits physical or online contacting of a specific individual; and other information which may be collected by our website or online services for use by us such as, but not limited to, information provided from websites used, automatic information, use of "cookies." By using our website you consent to our collection and use of your personal information.
3. Use of Personal Information. We collect personal information in a number of different ways. These ways may include: collection by way of forms filled out (online and in physical format); surveys, emails, telephone conversations, social media applications and forums; online user-generated content and face-to-face meetings; credit reporting agencies and financial institutions, etc. We use your personal information to contact and communicate with you: for internal record keeping and administrative purposes; for business development, including to operate and improve our websites, associated applications and associated social media platforms; to offer additional benefits to you; to respond to inquiries from you about our products and/or services; for advertising and marketing, including to send you promotional information about our products and services and information about us or third parties that we consider may be of interest to you; to improve our products and/or services; with our legal obligations and to resolve any disputes that we may have; to consider your application(s) to us; and to investigate and respond to questions or complaints made under this Privacy Policy. From time to time, we may be required to collect sensitive information from you, for example, to review and consider an application, or for other administrative purposes.
4. Sharing of Personal Information. Generally, we do not share your personal information, except when one or more of the following circumstances arise: we have your permission to make the disclosure; the disclosure is necessary for the purpose for which the Personal Information was obtained; the disclosure is permitted by relevant law; The Personal Information to be disclosed is otherwise publicly available in accordance with applicable law; The disclosure is reasonably related to the sale or other disposition of all or part of our business or assets; The disclosure is for our own marketing purposes, or, with your authorization, for the marketing purposes of third parties; the party to whom the disclosure is made controls, is controlled by, or is under common control with us; the disclosure is in our sole discretion necessary for the establishment or maintenance of legal claims or legal compliance, to satisfy any law, regulation, subpoena or government request, or in connection with litigation; the disclosure is in our sole discretion about users who we believe are engaged in illegal activities or are otherwise in violation of our Terms and Conditions, even without a subpoena, warrant or court order; or the disclosure is to outside businesses to perform certain services for us, such as maintaining our Services or assisting us in the provision of Services, providing marketing assistance, and data analysis including service providers outside the country or jurisdiction in which you reside.
5. User Security. You as a User on our Website may adopt practices which could help maintain the confidentiality of your personal information on our site. If you have an account on our website, we remind you of the importance of password protection on our website, strongly suggest that you log out of our website when done using the site to enhance your security protection.

6. **Intended Audience.** Our website is intended for adults, and is not intended for use by anyone under the age of 18. By using our website, you are certifying that you are of legal age to use the products and services available on our Site. Also, we do not knowingly collect or solicit personal information from children under the age of 13. If you are under 13, please do not attempt to register for an Account or send any Personal Information about yourself to us. If we become aware that we have inadvertently received or collected Personal Information from a user of the Services who is under the age of 13, we will attempt to immediately delete that information from our files and records. Furthermore, we encourage users of the Services that are minors that are 13 years of age or older to ask their parents or guardians for permission before sending any information about themselves over the Internet.

7. **Changes to Privacy Policy.** We may update this Policy from time to time. When we update the Policy, we will revise the “Effective Date” date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the Sites to stay informed of our privacy practices. This policy is effective as of September 1, 2023.

8. **International Users.** We maintain information in the United States of America and in accordance with the laws of the United States, which may not provide the same level of protection as the laws in your jurisdiction. By using the Sites and providing us with information, you understand and agree that your information may be transferred to and stored on servers located outside your resident jurisdiction and, to the extent you are a resident of a country other than the United States, that you consent to the transfer of such data to the United States for processing by us in accordance with this Privacy Policy.

9. **Opt Out.** You may opt out of our collection and processing of your personal data for sale, targeted advertising, or profiling at any point by sending an email requesting such opt out to us at our contact information below or by clicking the “unsubscribe” or similar link in any marketing email. Even after such opt-out, you may receive additional emails for a short period of time while we process your request. We also may contact you by email or otherwise with information that is not primarily marketing, for example, regarding updates to the Services or information about your Account or any contracts or arrangements. If, at any time after registering your information, you change your mind about receiving information from us, send us a request specifying your new choice.

10. **Cookies and Do-Not-Track.** Like many other websites, we and our partners use cookies (a small, removable data file that is stored by the web browser on your computer that identifies your computer and browser when you use the Services) and various technologies to collect and store information when you use the Services, and this may include sending one or more cookies or anonymous identifiers to your device. We also use cookies and anonymous identifiers when you interact with Services. Your browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time, which means that we collect information about your online activity while you are using our Services and may track which website you visit immediately before or after accessing the Services. By using our Site, you consent to our use of cookies and similar technologies. You may opt out of cookies and similar technologies, but please understand that certain functionalities on the Site may no longer function for you if you choose to do so.

11. **Third Party Advertising Links and Content.** Our Site may contain links to content maintained by third parties that we do not control. We allow third parties, including business partners, advertising networks, and other advertising service providers, to collect information about your online activities through cookies, pixels, local storage, and other technologies. These third parties may use this information to display advertisements on our Site and elsewhere online tailored to your interests, preferences, and characteristics. We are not responsible for the privacy practices of these third parties, and the information practices of these third parties are not covered by this Privacy Policy. Some third parties collect information about users of our Site to provide interest-based advertising on our Site and elsewhere, including across browsers and devices. These third parties may use the information they collect on our Site to make predictions about your interests in order to provide you ads (from us and other companies) across the internet. Some of these third parties may participate in an industry organization that gives users the opportunity to opt out of receiving ads that are tailored based on your online activities. Due to differences between using apps and websites on mobile devices, you may need to take additional steps to disable targeted ad technologies in mobile apps. Many mobile devices allow you to opt out of targeted advertising for mobile apps using the settings within the mobile app or your mobile device. For more information, please check your mobile settings. You also may uninstall our apps using the standard uninstall process available on your mobile device or app marketplace. To opt out of interest-based advertising across browsers and devices, please visit their respective websites. You may also be able to opt out of interest-based advertising through the settings within the mobile app or your mobile device, but your opt-out choice may apply only to the browser or device you are using when you opt out, so you should opt out on each of your browsers and devices if you want to disable all cross-device linking for interest-based advertising. If you opt out, you will still receive ads but

they may not be as relevant to you and your interests, and your experience on our Site may be degraded. Some web browsers transmit “do-not-track” signals to websites. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

12. Our Contact Information. If you wish to opt-out, or have questions about our policy or practices, please contact us at:

Plum Property Management, LLC  
P.O. Box 17312  
Missoula, MT 59808

Terms of Service:

## **PLUM PROPERTY MANAGEMENT TERMS AND CONDITIONS**

1. **Acceptance of the Terms of Use.** These terms of use are entered into by and between You and Plum Property Management (“**Company**”, “**we**”, or “**us**”). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, these “**Terms of Use**”), govern your access to and use of this website, including any content, functionality, and services offered on or through this website (the “**Website**”). Please read the Terms of Use carefully before you start to use the Website. **BY USING THE WEBSITE YOU ACCEPT AND AGREE TO BE BOUND, COMPLY WITH AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. YOU ACCEPT ANY CHANGES TO THE TERMS BY CONTINUING TO USE THE SERVICES AFTER WE POST THE CHANGES.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. These terms and conditions apply each time that you use our Site.
2. **Privacy Policy.** Our Privacy Policy may be found on our Site at the following location <https://rentplum.com/contact/>
3. **Website Ownership.** The content on our website is copyrighted or licensed by us. We own all content on our Site, and no ownership rights transfer to you by use of our website. The unauthorized use, reproduction, linking or any other forms of distribution of any portion of our website is strictly prohibited. We grant you only a nonexclusive, limited and revocable right to access and use our Services. You agree not to use our Services for any other purposes, including commercial purposes, without our prior written consent. We make no representation or warranty that our website or the Services are available in countries other than the United States.
4. **Intended Audience.** Our website is intended for adults, and is not intended for use by anyone under the age of 18. By using our website, you are certifying that you are of legal age to use the products and services available on our Site. Also, we do not knowingly collect or solicit personal information from children under the age of 13. If you are under 13, please do not attempt to register for an Account or send any Personal Information about yourself to us. If we become aware that we have inadvertently received or collected Personal Information from a user of the Services who is under the age of 13, we will attempt to immediately delete that information from our files and records. Furthermore, we encourage users of the Services that are minors that are 13 years of age or older to ask their parents or guardians for permission before sending any information about themselves over the Internet.
5. **Prohibited Conduct.** You may not access or use, or attempt to access or use, the Services to take any action that could harm Company or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:
  - impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;
  - engage in unauthorized spidering, “scraping,” or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
  - take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;

- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any activity conducted on the Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service;
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.
- Violate applicable law while using our website
- Fail to be truthful and accurate in information that You provide on our website

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate these Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

6. **Use of Personal Information.** We collect personal information in a number of different ways. These ways may include: collection by way of forms filled out (online and in physical format); surveys, emails, telephone conversations, social media applications and forums; online user-generated content and face-to-face meetings; credit reporting agencies and financial institutions, etc. We use your personal information to contact and communicate with you: for internal record keeping and administrative purposes; for business development, including to operate and improve our websites, associated applications and associated social media platforms; to offer additional benefits to you; to respond to inquiries from you about our products and/or services; for advertising and marketing, including to send you promotional information about our products and services and information about us or third parties that we consider may be of interest to you; to improve our products and/or services; with our legal obligations and to resolve any disputes that we may have; to consider your application(s) to us; and to investigate and respond to questions or complaints made under this Privacy Policy. From time to time, we may be required to collect sensitive information from you, for example, to review and consider an application, or for other administrative purposes.
7. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT THE ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT INCLUDED IN THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OR OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE USE OF THE SERVICES, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICES, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR USE, MISUSE, RELIANCE, REVIEW, MANIPULATION, OR OTHER UTILIZATION IN ANY MANNER WHATSOEVER OF THE SERVICES OR THE DATA COLLECTED THROUGH THE SERVICES, EVEN IF ONE OR MORE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ANY CLAIM ARISING OUT OF OR CONNECTED WITH THE SERVICES WILL BE LIMITED TO THE GREATER OF \$100 OR THE AMOUNT THAT YOU PAID TO ACCESS THE SERVICES.
8. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY AND OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES), CLAIMS, DAMAGES AND LIABILITIES RELATED TO OR ASSOCIATED WITH YOUR USE OF THE SERVICES AND ANY ALLEGED VIOLATION BY YOU OF THESE TERMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH WE ARE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH EVENT, YOU SHALL PROVIDE US WITH SUCH COOPERATION AS WE REASONABLY REQUEST.

9. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COMPANY FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES AVAILABLE ON OUR WEBSITE. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR COMPANY. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR COMPANY WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS FOR SERVICES ON OUR WEBSITE.

10. **USER SUBMISSIONS.** Any ideas, suggestions, information, know-how, material, or any other content (collectively, "Submissions") received through the Services, however, will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, display (in whole or part) worldwide, or act on such Submissions without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submissions. You hereby waive any claim to the contrary. You hereby waive any moral rights you may have in your Submissions. You represent that you have obtained the consent of all individuals who are identifiable in your Submissions, or of the individual's parent or legal guardian if the individual is under 18 years old, to include the individual's likeness in your Submissions and for us to enjoy all of the rights and privileges that you grant to us under these Terms.

You remain fully responsible for Submissions, and you agree not to provide Submissions that:

- infringe on the copyright, trademark, patent or other intellectual property rights of any third party;
- are false, misleading, libelous, defamatory, obscene, abusive, hateful, or sexually-explicit;
- violate a third party's right to privacy or publicity;
- degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or other classification;
- contain epithets or other language or material intended to intimidate or to incite violence; or
- violate any applicable local, state, national, or international laws.

You understand and agree that we are not responsible for any Submissions. We are not obligated to publish or use your Submissions. We may monitor, review, edit, remove, delete, or disable access to your Submissions at any time, without prior notice and in our sole discretion, for any or no reason.

11. **U.S. Copyright Infringement Claims.** If you believe in good faith that your work has been reproduced or is accessible on the Services in a way that constitutes copyright infringement, please provide our designated agent with the following information in writing:

- identification of the copyrighted work or a representative list of copyrighted works claimed to have been infringed;
- identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- a statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Our designated agent is:

- Jennifer L. Stock-Plum, Owner  
P.O. Box 17312, Missoula, MT 59808 – (406) 541-7586 – [jenniferstockplum@gmail.com](mailto:jenniferstockplum@gmail.com)
- Abby C. Gill, Director of Operations  
P.O. Box 17312, Missoula, MT 59808 – (406) 541-7586 – [abby.rentplum@gmail.com](mailto:abby.rentplum@gmail.com)

12. **APPLICABLE LAW / DISPUTE RESOLUTION.** Any unresolved claims, disputes and controversies relating to this Site shall be resolved in under forum and rules of the American Arbitration Association in the venue of Montana, including issues of an award of attorney's fees to the prevailing party. Montana law shall apply to this Site and all terms provided for herein.



13. **SEVERABILITY.** If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

14. **Our Contact Information.** If you have questions about our Company or practices, please contact us at:

- Jennifer L. Stock-Plum, Owner  
P.O. Box 17312, Missoula, MT 59808 – (406) 541-7586 – [jenniferstockplum@gmail.com](mailto:jenniferstockplum@gmail.com)
- Abby C. Gill, Director of Operations  
P.O. Box 17312, Missoula, MT 59808 – (406) 541-7586 – [abby.rentplum@gmail.com](mailto:abby.rentplum@gmail.com)