



Located At

1185 - 1187 Main Street (Halfway Road)
Sydney Mines, NS
(902) 578-5407

Office Mailing Address

116 Kings St.
North Sydney, NS B2A 3R7
902-794-1960

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Northside Self-Storage Ltd agrees to rent the storage space described as the *Unit* on its premises located on 1185 -1187 Main St., Sydney Mines, NS to the Lessee at the rate agreed upon below as the this document on a non-prorated/prorated basis.

NORTHSIDE SELF-STORAGE LTD.

TENANT

Month In: _____
Unit # _____
Rental Rate: _____ / month
Total paid (inc tax): _____

Name of Tenant: _____
Mailing Address _____
Phone: _____
Email or Alternate Phone: _____

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND THAT I HAVE NOT ALTERED THE AGREEMENT AND AGREE TO ITS TERMS CONTAINED,

THIS _____ DAY OF _____, 20____ Signature: _____

1.0 Term of Lease

- 1.1 The term of this lease shall begin on the date indicated above.
- 1.2 The term of this lease shall terminate on (select one):
 - A) the date indicated above or,
 - B) until notice to terminate is given by Northside Self-Storage Ltd or in writing by the Lessor as stipulated by section 1.3 of this rental contract.
- 1.3 In the event that option B is selected under section 1.2 of this contract the contract is deemed to be renewed on a monthly basis. Notice to terminate may be given at any time by Northside Self-Storage Ltd. Notice to terminate given by the Lessee must be provided in writing (or accepted alternative) at least 7 days in advance.

2.0 Rent

- 2.1 All rent is payable on the 1st day of each calendar month for which this contract is active. In the case of contracts not beginning on the first day of the given month, rent for the first month is due on the first day of which this contract is active (as defined by Section 1.1). Rent for all subsequent months is due on the first day of each calendar month thereafter.
- 2.2 Rent for terms involving partial calendar months, either as a result of this contract not beginning or terminating on the first day or last day of a given calendar month, may be prorated at the sole discretion of Northside Self-Storage Ltd. In the event that Northside Self-Storage Ltd does not agree to prorate a calendar month for which to contract is active, the full months rent is due for each calendar month for which this contract is active. For example, if the Term of Lease began on January 15th, 2008 & ended on March 15th, 2008 & Northside Self-Storage Ltd does not agree to prorate any of the months, the Lessee would be responsible for the full month's Rent for the months of January, February & March.
- 2.3 In the event that the Lessee does not provide Rent by the date prescribed by this contract, a \$25 + HST service charge will apply for each missed payment.
- 2.4 In the event that a cheque provided by the Lessee to Northside Self-Storage Ltd, for whatever reason, it not cashable, the Lessee will be responsible for a fee of \$25 + HST. The fee is in addition to any service charge applied under section 2.3 of this contract.

3.0 Permitted Use

- 3.1 The Lessee agrees that the space rented under this contract will be used solely for the purpose of storing goods.

4.0 Prohibited Use

- 4.1 No commercial business shall be carried out in the unit.
- 4.2 The unit shall not be used to store, house, or keep any living creatures or persons, including the Lessee.
- 4.3 No perishable food or substances are to be stored in the Unit.
- 4.4 No illegal substances are to be stored in the Unit, including but not limited to, forbidden to be possessed by any Act, Law or Regulation by any level of Government. This included controlled drugs or substances & stolen property.
- 4.5 The Unit is not to be used for or in connection with any illegal purpose or activity.
- 4.6 No dangerous, flammable, combustible, volatile, explosive, hazardous, or otherwise dangerous goods are to be stored in the Unit, including, but not limited to, gasoline, oil, natural gas, hydrogen.
- 4.7 No firearms or weapons are to be kept in the Unit.
- 4.8 No vehicles are to be kept in the unit.

4.9 The Lessee will not carry on, or permit to be carried on, actions upon the Unit in a manner that may be deemed a nuisance or that interferes with the reasonable use & enjoyment of any of the adjacent units or buildings. The Lessee shall not carry on, or permit to be carried on, actions that result in damage to the Unit, the Premises, or any adjacent property, or actions that result or may result in an increase of the cost of insuring the Premises.

5.0 Prohibition of Subletting or Assignment

5.1 The Unit is not to be sublet, or used by any individual or company but the Lessee as printed on the Rental Contract.

6.0 Entry, Upkeep & Inspection of Unit

6.1 Northside Self-Storage Ltd & agents of Northside Self-Storage Ltd shall have the right to enter the storage Unit at any time without notice to the Lessee & inspect any & all property found within the Unit to ensure compliance of any & all conditions of the Rental Contract.

6.2 Northside Self-Storage Ltd & its agents shall have the right to enter the Unit at any time to examine the Unit & to make repairs, amendments, & alterations as desired by Northside Self-Storage Ltd.

6.3 The Lessee shall be responsible for any costs or expenses incurred by Northside Self-Storage Ltd associated with the entry or inspection of that unit.

7.0 Damages & Indemnities

7.1 The Lessee is fully responsible for & agrees to pay the costs of all damages incurred by Northside Self-Storage Ltd, the Lessee, any other current or past Lessee(s), or any other individual, company, corporation, or government resulting either directly or indirectly from the Lessee's negligence, intentional acts, or failure to comply with the terms & conditions of the contract.

7.2 The Lessee agrees to indemnify Northside Self-Storage Ltd against any & all claims or actions against Northside Self-Storage Ltd, including personal claims against its owners or agents, including but not limited to, damages, losses, costs, lawyers' fees & disbursements, & any charges paid by Northside Self-Storage Ltd's property in respect of any matter, action or claim, made either directly or indirectly, arising from the Lessee's Rental or use of the Unit or from any operation in connection therewith including, but not limited to, a breach of the terms & conditions of the contract.

7.3 The Lessee shall be responsible for any costs, damages, or expenses incurred by Northside Self-Storage Ltd for the repair of physical damage to the Unit or the premises resulting generally from the Lessee's Rental of the Unit, or non-compliance with section 10.1 of this contract.

8.0 Successors & Assigns

8.1 This Rental contract shall be binding upon & endure to the benefit of the parties hereto & their respective heirs, executors, administrators, personal representatives, successors & permitted assigns, as the case may be.

9.0 Breach

9.1 In the event the Lessee fails to comply with any term or condition of the Rental contract, including but not limited to a failure to pay the Rent on time as prescribed by the contract, Northside Self-Storage Ltd has the right to immediately Terminate the contract & do any, some, or all of the following:

- a) repossess the Unit immediately to the exclusion of the tenant;
- b) deny the Lessee access to the Unit & the goods stored within the Unit until such time that all amounts owing under the contract are paid in full. This includes, but is not limited to, Rent, service charges + HST as per section 2.3, bounced cheque fees as per section 2.4, taxes, costs incurred as a result of repossessing Unit or otherwise enforcing the contract, damages paid or otherwise expenses incurred as stipulated by sections 7.0 – 7.3, expenses incurred as stipulated by section 6.3, & generally any other amounts Northside Self-Storage Ltd is owed or is otherwise lawfully entitled to,
- c) seize, sell, and/or acquire full ownership & title of any & all property found within the Unit at the Lessee's expense for the purpose of satisfying any amounts due or owing to Northside Self-Storage Ltd by the Lessee. This includes, but is not limited to, Rent, service charges + HST as per section 2.3, bounced cheque fees as per section 2.4, taxes, costs incurred as a result of repossessing the Unit, cost or expense to Northside Self-Storage Ltd resulting from the sale or liquidation of assets found in the Unit as stipulated by this clause, damages paid or expenses incurred as stipulated by 7.0 – 7.3, expenses incurred as stipulated by section 6.3, & generally any other amounts that Northside Self-Storage Ltd is owed or is otherwise lawfully entitled to,
- d) deliver the contents of the premises to the Lessee's address, charge the Lessee for the cost of the delivery + any other amounts owing, and sue for damages. This includes but is not limited to, Rent, service charges + HST as per section 2.3, bounced cheque fees as per section 2.4, taxes, costs incurred as a result of repossessing the Unit, damages paid or expenses incurred as stipulated by section 7.0 – 7.3, expenses incurred as stipulated by section 6.3, and generally any other amounts that Northside Self-Storage Ltd is owed or is otherwise lawfully entitled to,
- e) sue for damages.

9.2 The Lessee further agrees to allow Northside Self-Storage Ltd full access to the Unit for the purpose of seizing & selling assets & generally for the purpose of enforcing the contract & to be fully responsible for any expenses, costs or damages incurred by Northside Self-Storage Ltd in accessing, seizing, selling, or disposing of such assets and/or otherwise enforcing section 9.1 of the contract.

10.0 Vacancy or Termination

10.1 The Lessee shall at the expiration of this agreement or at the termination, peaceably surrender & yield up to Northside Self-Storage Ltd the Unit vacant & clean in good repair.

11.0 Jurisdiction & Choice of Law

11.1 The Lessee & Northside Self-Storage Ltd agree that they are entering a contract in Nova Scotia, Canada & that this contract shall be governed by & construed & enforced in accordance with the laws of the Province of Nova Scotia, Canada, as it is applied to agreements entered into & to be performed entirely within the Province, without giving effect to any principles of conflicts of laws. Any legal action concerning these terms & conditions, and/or this contract must be brought only in the courts located in Nova Scotia, Canada, & you expressly consent to the jurisdiction of said courts.

12.0 Severability & Integration

12.1 If any provision of this Term of Use & Conditions contract agreement shall be determined to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from this agreement & shall not affect the validity & enforceability of any remaining provisions.