

STORAGE RENTAL AGREEMENT

This Storage Rental Agreement (the "**Agreement**") is made effective as of the ____ day of _____, 20____, between **2162201 Alberta Ltd. o/a Eagle Hill Storage** (the "**Corporation**") and the Renter (as defined below).

PART A:

RENTER CONTACT INFORMATION	
Full Legal Name(s) (the "Renter")	
Residential Address	
Phone Number	Cell:
	Home:
E-mail	
Driver's License	Number:
	Issuing Province:
Emergency Contact	Name:
	Phone Number:

PROPERTY INFORMATION	
Type of Property (Vehicle/RV/Boat/Other)	
Vehicle Information	Make:
	Model:
	Year:
	Vehicle ID Number:
	License Plate
	Boat Registration Number:
Insurance Information	Insurance Company:
	Policy Number:
	Expiration Date:

STORAGE SPACE DETAILS	
Storage Space Number	
Size of Storage Space	
Rental Commencement Date	
Monthly Rental Fee *See Schedule B to Agreement for detailed rental rates	
Term of Rental	

BILLING DETAILS	
Payment by Credit Card	Card Type:
	Card Number:
	Expiry Date:
	CVV:
Autopay from Bank Account	Account Type:
	Account Number:
	Bank Number:
	Transit Number:

PART B: AGREEMENT

WHEREAS the Renter wishes to retain the storage services of the Corporation (the “**Services**”) and the Corporation is willing to perform such Services all pursuant to the terms of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements set out herein and for such other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by all of the parties hereto), the parties hereto agree as follows:

PART I: INTERPRETATION

1. Definitions

“**Monthly Rental Fee**” means the amount set out in **Part A** of this Agreement, and further outlined in **Schedule “B”** to this Agreement.

“**Party**” or “**Parties**” means the Corporation and/or the Renter.

“**Premises**” means the storage facility of the Corporation, located on the lands legally described as:

MERIDIAN 4 RANGE 24 TOWNSHIP 24
SECTION 18
THAT PORTION OF THE SOUTH WEST QUARTER

“**Storage Space**” means the storage space assigned to the Renter as set out in **Part A** of this Agreement.

PART II: SERVICES AND USE OF STORAGE SPACE

2. Assigned Storage Space

The Corporation hereby agrees to rent the Storage Space to the Renter for the sole purpose of parking and storing the property listed in **Part A** (the “**Property**”).

3. Use of Storage Space

3.1 The Renter shall have access to the Storage Space as follows:

- (a) From April 1 to October 31, access to the Storage Space will be available between 6:30 a.m. and 10:30 p.m. daily;
- (b) From November 1 until March 31, access to the Storage Space will be available by appointment only. The Renter shall give the Corporation 24 hours’ notice of a request for access the Storage Space, and such request must be made to the Corporation by telephone or text message at (____)_____-_____.

3.2 The Renter acknowledges that access to the Storage Space may be limited and that the Corporation may change access hours for security or business reasons without notice to the Renter and such change will be posted on the entrance to the Premises.

3.3 Upon executing this Agreement, the Renter undertakes to:

- (a) pay the Monthly Rental Fee and any other charges under this Agreement when they become due;
- (b) keep and maintain in good order, at their sole cost, the Storage Space and the Property stored therein, including but not limited to the removal of all garbage from the Storage Space; and,

- (c) comply strictly with this Agreement and with any policies, rules, and regulations as may be implemented by the Corporation from time to time.

3.4 Upon executing this Agreement, the Renter agrees that they shall not:

- (a) sublet or assign the Storage Space;
- (b) make any repairs, alterations, replacements or improvements to any part of the Storage Space or Premises;
- (c) interfere in any significant way with the rights of other Renters on the Premises; or,
- (d) perform any illegal acts or carry out any trade, business, or occupation on the Premises.

4. Storage of Dangerous Goods

Items not allowed in the Storage Space include: dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in containers other than the gas tank of the Property, oil, perishable or packaged foods not sealed in cans, illegal or stolen goods, weapons of any kind, or any other items which constitute a potential hazard or inconvenience to other Renters.

5. Entry upon Storage Space

The Corporation, its employees, contractors or agents, may enter upon the Storage Space for any purpose, including but not limited to confirming the Renter's compliance with this Agreement or in the event of an actual or a perceived emergency. The Corporation is not required to give advance notice of such entry to the Renter. If the Corporation must enter the Property for reasons of emergency or for the removal, storage or sale of the Property pursuant to this Agreement, the Renter hereby authorizes the Corporation to enter the Property using whatever means necessary.

6. Damage to the Storage Space /Premises

Any damage (including but not limited to environmental contamination) caused by the Renter's use or occupation of the Storage Space and/or Premises shall be repaired at the sole cost of the Renter in such manner as the Corporation may determine.

7. Children and Pets

Children and pets must be supervised at all times while on the Premises. The Corporation assumes no liability for unsupervised children or pets.

8. Use of Pesticides

The Renter acknowledges that pesticides may be applied in and around the Premises for weed and rodent control.

9. Conditions of Storage Space and Premises

The Renter acknowledges that they have viewed and accepted the Storage Space as suitable for their intended purposes and are fully familiar with the physical condition of the Storage Space and Premises. The Corporation has made no representations or warranties, express or implied, of any nature whatsoever in connection with the condition of the Storage Space or the Premises, and the Corporation shall not be liable for any latent or patent defects therein or any damage caused thereby, including damage caused by fire, water leaks, flooding, sinking, soil shifting, vermin, moisture, cold, heat, dryness, or any other condition of the Storage Space or Premises from time to time.

10. Renter's Ownership of the Property

The Renter represents and warrants that they are the sole owner of the Property stored in the Storage Space and that the Property is registered in the name of the Renter. Proof of ownership and insurance for the Property are attached as

Schedule "A" to this Agreement. The Renter further understands that the Corporation has the right to request proof of continued ownership and insurance at any time during the Term of this Agreement. Further, the Renter must maintain a valid, current license plate and registration for the Property at all times while it is stored in the Storage Space.

11. Insurance Obligations of the Renter

The Renter represents and warrants that they shall maintain sufficient insurance on the Property for the duration of the Term of this Agreement. Such insurance shall be sufficient to protect the Renter from any losses suffered with respect to the Property, whether from loss, theft, vermin, fire, vandalism, water damage, frost, breakage, rain, flood, snow, hail, or any other cause.

PART III: TERM

12. Term of Rental

The rental of the Storage Space shall commence on the Rental Commencement Date as set out in **Part A** of this Agreement and shall continue thereafter on a month-to-month basis, until terminated by either party as provided herein (the "**Term**").

13. Termination of Agreement by the Renter

- 13.1 The Renter may terminate this Agreement by providing written notice to the Corporation of their desire to terminate the Services at any point prior to the end of the Term.
- 13.2 Upon the end of the Term of this Agreement, the Tenant must return the Storage Space to its original, clean and vacant condition. The Renter agrees to clean up and remove all personal belongings, garbage, and oil or liquid spills left by the Renter in the Storage Space.

14. Termination of Agreement by the Corporation

- 14.1 The Corporation may terminate this Agreement if the Renter does not pay their Monthly Rental Fee, or pay any other fees as required under this Agreement, within ten (10) days of such payment becoming due. Upon termination of the Agreement under this provision, the Corporation will provide written notice to the Renter.
- 14.2 The Corporation reserves the right to terminate this Agreement at any time for any reason. Upon such termination, the Corporation shall provide the Renter with thirty (30) days' written notice of the termination.

PART IV: PAYMENT

15. Payment of Monthly Rental Fee

- 15.1 The Monthly Rental Fee will be due and payable on the 1st day of each month for the duration of the Term of this Agreement. The Renter hereby authorizes the Corporation to charge the Monthly Rental Fee and any other amounts owed by the Renter in accordance with the payment methods provided in **Part A**. The Renter is responsible for ensuring that their credit card or autopay bank account information is kept up to date.
- 15.2 Rental of the Storage Space is subject to a minimum term of thirty (30) days. Therefore, the Renter will be charged a minimum of a full Monthly Rental Fee for any use of the Storage Space. No refund will be given if the Renter vacates the Storage Space prior to the end of the current month.

16. Change in Monthly Rental Fee

The Renter acknowledges that the rate of the Monthly Rental Fee is subject to change from time to time. The Corporation agrees to give the Renter a minimum of sixty (60) day's prior written notice of any change in the Monthly Rental Fee and to provide the Renter with an amended **Part A** within ten (10) days following any such rate change.

17. Late Payment

- 17.1 If any payment is not received on the date that it is due, the Corporation will contact the Renter and provide written notice indicating that the payment, plus any applicable charges or fees, are payable immediately. The Renter will be charged interest on any late payment, at a rate of two (2%) percent per month.

18. Additional Fees

Additional fees may be charged to the Renter as follows:

- (a) A late payment fee of twenty five (\$25.00) dollars will be charged for any late payments.
- (b) A clean-up fee of one hundred (\$100.00) dollars may be charged if the Storage Space is not left in its original, clean condition after the end of the rental Term.

PART V: RIGHTS OF THE CORPORATION

19. Right to Distrain upon the Property

- 19.1 If the Renter fails to pay the Monthly Rental Fee, or fails to pay any other fees due under this Agreement, and such failure is not rectified within ten (10) days of receipt of notice of such failure from the Corporation, the Corporation may distrain upon the Property and may cause the removal and sale of the Property contained in the Storage Space.
- 19.2 The Renter releases the Corporation and its agents, employees, contractors, and affiliates from and against any and all loss, damages, costs, and liability whatsoever arising from a wrongful distress or seizure hereunder.

20. Right to move Property to Another Storage Space

The Corporation reserves the right to move the Property to another storage space on the Premises for maintenance or repair purposes or for any other reason. At the discretion of the Corporation, such a move to another storage space may be permanent and shall be at no cost to the Renter.

21. Release and Indemnification of Corporation

- 21.1 The Corporation shall not be liable for any damage to the Property. The Property, and any goods kept in the Property, shall be stored at the risk of Renter. The Renter hereby releases the Corporation from any claim that may occur as a result of the storage of the Property on the premises.
- 21.2 The Renter shall indemnify the Corporation for any loss of Monthly Rental Fee, or any other amounts payable pursuant to this Agreement, and for any claims, actions, damages, liability, and expense in connection with loss of life, personal injury, damage to property, or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in or at the Premises, whether or not the Corporation, its agents, employees, or other persons for whom it may be responsible for in law, are negligent.
- 21.3 If the Corporation, without fault on its own part, is made party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify, and hold the Corporation harmless and shall pay all costs, expenses, and legal fees incurred, or paid by the Corporation relating to such litigation.

PART VI: GENERAL

22. Renter Acknowledgement

The Renter acknowledges that they have read and understood the terms of this Agreement, and that they have received a copy of this Agreement.

23. No Assignment

The interest of the Renter in this Agreement may not be sublet or otherwise transferred in whole or in part by the Renter, or by operation of law, without the prior written consent of the Corporation, which approval may be unreasonably withheld. The approval by the Corporation to any assignment, subletting, or other transfer of the Renter's interest in this Agreement shall not be deemed to be an approval of any other assignment, subletting, or other transfer.

24. Notice

24.1 Notices to be given to the Renter under this Agreement shall be in writing and deemed served either personally, by mail, by fax, or e-mail to the most recent contact information provided by the Renter. Notices to the Renter shall be deemed delivered, whether actually received or not, when deposited in the registered mail, by a fax receipt, or by e-mail read receipt. It shall be the responsibility of the Renter to keep the Corporation informed of any address, fax, or e-mail address change.

24.2 In the case of notices to the Corporation, notice must be served personally, by postal mail, or by e-mail to the office of the Corporation on the Premises.

25. Severability

Each paragraph of this Agreement are separate and distinct covenants, severable from each other. If a covenant is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply to the covenant only to the extent of that invalidity or unenforceability, and shall not affect the validity or enforceability of any other covenant.

26. Extended Meanings

For the purposes of this Agreement words in the singular include the plural, and words in the plural include the singular.

27. Headings

The headings in this Agreement identifying various sections, paragraphs, subsections and clauses are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

28. Amendment

Any amendment to this Agreement must be in writing and executed by both parties. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.

29. Governing Law

This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Alberta, and the federal laws of Canada applicable in that Province and the parties agree to the jurisdiction of the courts of the Province of Alberta in relation to the enforcement of this Agreement.

30. Waiver

If any requirement under a provision of this Agreement is waived, such waiver will not be considered as a waiving of obligations under any other provision.

31. Force Majeure Event

The Corporation shall not be liable or responsible to the Renter, nor be considered to have defaulted or breached this Agreement, for any failure or delay in completing its obligations under this Agreement where such failure or delay is a result of a Force Majeure Event beyond the control of the Corporation. For the purposes of this Agreement, a Force Majeure Event means an event, including but not limited to, acts of God, flood, fire, hail, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, epidemic, lock-outs, strikes or other labour disputes, or delays in obtaining supplies, or telecommunication breakdown, or power outage.

32. Successors and Assigns

This Agreement enures to the benefit of the Corporation and its affiliates, subsidiaries and parent companies, and each of their respective successors.

33. Counterpart Execution

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date of this Agreement. This Agreement shall be considered properly executed by any party if executed and transmitted by facsimile or executed, scanned and sent by electronic mail to the other party or its solicitors.

Effective as of the date first written above.

**2162201 Alberta Ltd.
o/a Eagle Hill Storage**

Per: _____

RENTER SIGNATURE BELOW:

WITNESS:

RENTER NAME:

Schedule “A” to Storage Rental Agreement

Proof of Ownership and Insurance

Schedule “B” to Storage Rental Agreement

Current Rental Rates by size of Storage Space and length of rental term