

Holyrood Storage & Parking Inc.
21-29 Horizon Drive
Holyrood, NL A0A 2R0
Phone: (709) 689-1936
Email: info@holyroodstorageparking.ca



MINI STORAGE RENTAL AGREEMENT

Name: _____ (the "Client") Unit No.: _____ (the "Unit")
Address: _____ Pass code: _____
 _____ Phone: _____
 _____ Email: _____

For and in consideration of the fees and charges hereinafter set forth and subject to the Terms and Conditions attached hereto as Schedule "A" (such Schedule "A" forms part and parcel of this Agreement), Holyrood Storage & Parking Inc. (the "Company") agrees to permit and allow the Client to access and use the Unit for the storage of personal property and chattels for a **minimum period/term of 28 days which shall automatically renew thereafter until termination.**

The Client further understands and agrees that:

1. The 28-day period fee of \$ _____ plus HST is payable in advance of each rental period.
2. The following late fees and conditions shall apply:
 - a. If the Client's account is 3 days past due, access shall be suspended;
 - b. 10% if the Client's account is 15 days past due;
 - c. 20% if the Client's account is 30 days past due; and
 - d. 30% if the Client's account is 45 days past due and in such circumstances the Unit's lock will be cut and the contents therein may be sold in auction thereafter.
3. All fees herein are subject to HST.
4. The Unit is satisfactory for his/her/it's purpose and shall keep the Unit locked and secured at all times with no more than one padlock.
5. **All property and chattels brought onto the Company's premises or left in the Unit and the Client coming to and being on the Company's premises shall be at the Client's sole risk and the Company shall in no circumstances whatsoever be responsible or liable for loss, injury or damage to such property or chattel or for personal injury or death, from any cause, including acts, omissions or other defaults whatsoever, whether negligent or not, of the Company, its employees, agents, customers, or other invitees.**

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6. The Client shall indemnify the Company and its agents against all liability, claims, damages, or expenses due to or arising out of an act or neglect by the Client or its servants, employees, agents, invitees, licensees, or any other for whom the Client at law may be responsible on and about the Unit or due to or arising out of any breach by the Client of any provision of this Agreement including liability for injury or damages to the persons or property of the Client's servants, employees, agents, invitees or licensees.
7. The Company has made no representation or warranties (whether express or implied) of any nature whatsoever in connection with the condition of the Company's premises or the Unit and the Company shall not be liable for any patent or latent defects therein.
8. The Client is responsible for ensuring that the Client's property, chattels, or vehicles are not leaking gas, oil, or similar fluids or substances. In the event of a spill or leak, the Client shall be solely responsible for bearing all costs associated with the clean-up and/or containment of such fluids or substances.
9. The Client is responsible for notifying the Company in writing of any changes to the Client's address or contact information.
10. The Client acknowledges that he/she/it has received a copy of Schedule "A" Terms and conditions which forms part and parcel of this Agreement.

SIGNED at _____, Newfoundland and Labrador, this ____ day of _____, 20__.

Client's signature

Per:
Holyrood Storage & Parking Inc.

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SCHEDULE "A" – TERMS AND CONDITIONS

Access: Upon signing this Agreement, the Company shall grant the Client access to the Company's premises for the use of the Unit during its standard business hours. The Company reserves the right to restrict access to the Company's premises and the Unit at any time.

Payments: The Client agrees to pay the Company without receiving invoices, statements, demands or prior notices. All payments are to be paid in advance and in an amount equal as set out in clause 1 of the Agreement, plus any applicable late fees. This Agreement shall automatically renew for a further 28-day period unless the Client or the Company have complied with the termination provisions hereof. The Company at its sole discretion has the right to adjust the rates with respect to any renewal hereof without the Client's consent or prior notice. Any Client will be denied access to the Company's premises if their Unit payments are not received on or before the Client's due date for such payments.

Termination: Either the Company or the Client may terminate this Agreement by giving the other at least 2 weeks written advanced notice. Upon termination, the Client agrees to provide the Company with a forwarding address and to completely vacate the Unit, leaving it in good condition, and allowing the Company to inspect the Unit to verify its final condition. Failure to comply with the foregoing entitles the Company at its sole discretion to clean up and/or repair the Unit and charge to the Client's account any amount necessary to compensate the Company for fees/charges unpaid as well as cleaning and repair costs. Notice of the Company's intention to terminate shall be sent by prepaid registered mail to the most recent address provided by the Client.

If the Client has delivered the termination notice to the Company, the Client agrees that the Company may assume that the Client has abandoned the Unit and any property or chattels located therein on the day of termination and the Company may deem the Unit abandoned and the Agreement terminated. Notwithstanding any other provision in this Agreement, should the Company reasonably determine that the Client has abandoned the Unit, then in the Company's sole discretion the Unit may be deemed abandoned, the Agreement terminated, and any property or chattels left on or about the Company's premises sold, destroyed, or disposed of at the Company's option. The Client hereby expressly waives the benefit of any future act or regulation of the Province of Newfoundland and Labrador or the laws of Canada or any municipal by-law limiting the right of the Company to deal with the property left upon or about the Company's premises or the Unit as mentioned herein.

Restrictions on Storage and Use of Signs or Alterations: The Client shall use the Unit only for the storage of property or chattels and for no other purpose. The Client shall not store any animals, reptiles, or food (whether perishable or non-perishable), flammable materials, explosives, toxins, or any other dangerous or hazardous material or any goods of which the storage is contrary to municipal by-laws, the laws of the Province of Newfoundland and Labrador, or the laws of Canada. The Client understands that this Agreement does not create a bailment of deposit of goods for safekeeping. The Unit is designed for storage only. The Client shall make no alterations or improvements to the space without the prior written consent of the Company. No spikes, hooks, nails, screws, or knobs shall be put into the walls, ceilings, frames or doors.

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Right to Inspect and Relocate: Without prior notice to the Client, the Company forcibly or otherwise enters the space for the purpose of inspection whenever the Company believes that the space has been abandoned or that a hazardous condition and/or nuisance has been created or is occurring in the Unit or for making repairs to the interior of the Unit. The Company reserves the right to relocate the Client to any space of comparable size without expense to the Client.

Bankruptcy, Insolvency, etc: If the Client makes an assignment for the benefit of creditors; becomes insolvent or bankrupt or shall become subject to any enactment relating to liquidation, winding up or seizure of property then this Agreement shall cease and an amount equivalent to the outstanding rental and any liquidated charges shall be immediately due and payable.

Enurement: This Agreement ensures to the benefit of and is binding on the parties hereto and their respective heirs, successors, administrators, and assigns.

Governing Law: This Agreement shall be interpreted and governed by the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable thereto.