

SELF STORAGE RENTAL AGREEMENT BETWEEN:

ACE HIGH RV AND MINI-STORAGE LTD (the "Landlord"),
Box 2836, Dawson Creek, BC V1G 5A1 250-219-7075
bross447@outlook.com

(the "Tenant")

Name (Occupant(s)) [include all parties using unit]

Phone #

e-mail

Storage Unit Number _____

vehicle information _____

Commencement Date: _____

1. **RENT** The rent for each storage unit (the "Unit") is \$ _____ per month plus GST payable in advance on the first (1) day of each month and delivered to the Landlord. This Agreement shall continue in full force and effect and cover any additional storage units provided by the Landlord to the Tenant from time to time, unless a separate agreement is entered into by the Landlord and the Tenant for the provision of such units.

2. **TERM** This lease shall run for the period covered by the initial payment and from month to month thereafter and shall terminate on the last day of the month for which a rental payment has been paid if no prepayment is paid for the next succeeding month. The Tenant may terminate this lease by giving written notice of its intention to terminate to the Landlord at least twenty (20) days before the next rental payment is due. The Landlord may terminate this lease by at least twenty (20) days written notice to the Tenant. The Landlord may also terminate the lease without notice to the Tenant if the Tenant is in breach of any of the terms of this agreement.

3. **ASSIGNMENT OF SUBLETTING** The Tenant shall not assign this lease or the unit or any part thereof, nor sublet the unit or part thereof, without written consent of the Landlord in advance.

4. **USE** The Tenant shall not store in the unit any food, explosives, highly inflammable material or dangerous; or noxious substance animal, noise creating chattels, or any other chattels objected to by the Landlord, in its sole discretion. The Tenant agrees that no business will be conducted on or from the unit without the written permission of the Landlord and that no item will be stored in the unit which would violate any law or ordinance now or hereafter in force or which will violate the provisions of the insurance policy on the building or result in any increase of the Landlord's operating costs. The Tenant shall not store the property of any other person in the unit.

5. **ACCESS** The Tenant's account must be current or paid in full to date in order to access its unit.

6. **LOCATION** The Tenant shall to not:

- (a) remove the storage unit from the Landlord's property; or
- (b) in the event that the storage unit was delivered to or moved to an off-site location with the Landlord's consent, the Tenant shall not remove the storage from that location, without the Landlord's prior written consent.

7. **LIABILITY AND INSURANCE** The Tenant agrees that the Landlord is not in any way the bailee of any property which the Tenant may place in the storage unit. Any property in and about the unit is at the sole risk of the Tenant and the Landlord shall not be responsible for any damage to or loss of such property and the Tenant agrees to save the Landlord harmless from any claims of any person for any damage to such property. The Tenant acknowledges that the Landlord provides no insurance coverage for any property of the Tenant and the Tenant is advised to arrange for its own insurance. The Landlord may, but is under no obligation to or to continue to, provide heat to the storage unit. In the event that the Landlord does provide heat at any time, the Landlord does not warrant that such heat will continue without disruption. The Landlord shall not be liable, directly or indirectly, for loss of or damage to the property of the Tenant, whether such loss is attributable to the negligent acts, willful acts or omissions of the Landlord or its agents or any other tenant of the Landlord and no matter what the cause of such loss or damage, including fire, explosion, water, wind, theft, loss of heat, discontinuance of heat, excessive heat, or any other cause whatsoever.

8. **BILLING AND DELINQUENCY POLICY** The Landlord may, but shall not be required to send any billings or statements to the Tenant. Any sending of a billing or statement to the Tenant at any time shall not obligate to the Landlord to send any further billing or statement to the Tenant. The Landlord shall be entitled to charge an administration fee of \$50.00 per month on any overdue account. If any payment is returned to the Landlord for any reason, there will be a \$25.00 charge in addition to any applicable late charges. If the Tenant is consistently late in paying rent, the Landlord shall be entitled to require the Tenant to prepay rent up to 3 months in advance.

9. **RIGHT OF LIEN** The Tenant agrees that the Landlord shall have a lien (the "Lien") over all chattels stored by the Tenant in the Unit (the "Chattels"). The Lien shall:

- (a) secure any amounts owing under paragraphs 1, 8, 9.1, 10 and 11 of this agreement;
- (b) attach to Chattels at the time they are first stored in the Unit;
- (c) continue for such a time as the Chattels are stored in the Unit;
- (d) permit the Landlord to take and retain possess of the Chattels until all amounts owing pursuant to paragraph 9(a) have been paid in full; and
- (e) permit the landlord to take any action described in paragraph 9.1 of this agreement, in addition to any other rights which may be conferred by law.

Should any right conferred in this paragraph be prohibited by law, now or in the future, the Tenant and Landlord agree that it will be severed from this agreement and all remaining terms shall remain effective between them.

9.1. **RIGHT OF ENTRY AND DISPOSAL** In addition to the RIGHT OF LIEN, the Tenant agrees that if the Tenant fails to pay the rent when due or to vacate the unit promptly upon the expiration of this lease, that the Landlord shall have the right to:

- (a) place a lock on the Tenant's unit preventing access by the Tenant;
- (b) send the Tenant written notice of the default and the amounts owing by the Tenant and if the amounts owing are not paid, or if the defaults are not cured, after fifteen (15) days of receipt of the notice, the Landlord shall have the right to:
 - (i) enter the unit, by forced entry if necessary, in order to inventory the unit;
 - (ii) to sell the contents by public or private sale, upon such terms and conditions as the Landlords sees fit; and
 - (iii) apply the proceeds of the sale of the contents firstly to the cost of such sale, secondly to the payment for any amount due from the Tenant to the Landlord under the terms of this lease, and any excess will be deposited in the Landlord's account. The Landlord will then notify the Tenant of such excess and will thereafter hold the excess in trust for a period of ninety (90) days from the date of giving of the

notice. If the Tenant shall demand the excess and give the Landlord a receipt therefore, the excess funds shall be released to the Tenant but failure of the Tenant to demand such excess or to provide a receipt for the funds within the ninety (90) day period shall terminate the trust and the Landlord shall be entitled to retain the excess funds.

The Landlord's rights in this paragraph shall be in addition to and not in substitution for any other remedies which may be available to the Landlord in law or in equity. If the storage unit is located on the Tenant's property, the Tenant hereby grants the Landlord and its employees, agents and contractors the irrevocable right to enter onto the Tenant's property to exercise any of the Landlord's rights under the agreement or at law.

10. **LOSS OR EXPENSE** If the Landlord suffers or incurs any damage, loss or expense or is obliged to make payment for which the Tenant is liable hereunder by reason of the failure of the Tenant to observe and comply with any of the terms of this lease including reasonable solicitors fees where it shall be necessary for the Landlord to obtain the services of a solicitor for the purposes of collecting rent in arrears or enforcing the performance of any of the terms of this agreement then the Landlord shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rental, any such amount shall immediately become due and payable and any such amount or cost, that is unpaid, shall bear interest at the rate of twenty-four (24) percent per annum. Any amounts owing to the Landlord may be set-off against any amounts owing by the Landlord to the Tenant.

11. **INDEMNITY** The Landlord shall not be responsible for any personal or consequential injury of any nature whatsoever that may be suffered by the Tenant or any employee, agent, contractor, invitee, or licensee of the Tenant or any other person who may be in or upon the Landlord's property to access, retrieve or move the storage unit, unless caused by the willful act or omission of the Landlord or its employees or agents. The Tenant shall indemnify and save harmless the Landlord from any and all fines, suits, claims, demands, and actions of any kind or nature which the Landlord shall or may become liable for or suffer, including damage to property or injury to persons, by reason of any matter, cause, act or thing arising out of the Tenant's lease and use of the storage unit or by any act, omission or negligence done in, on or about the Landlord's property or the storage unit on the part of the Tenant or any of its employees, agents, contractors, invitees, or licensees. This covenant of indemnity shall survive the termination of this Agreement.

12. **NOTICE** Any notice required to be given to the Tenant shall be sent by ordinary mail to the address set forth above or by email to the email address set forth above, or to such other address or email address as the Tenant shall advise the Landlord in writing, and any notice to the Landlord shall be sent by ordinary mail to the address set forth above or by email to the Landlord's email address set forth above, or to such other address or email address as the Landlord may notify the Tenant in writing. Any notices sent by mail will be deemed to have been received by the other party three (3) business days after they were sent unless there is a postal strike or stoppage, in which case it will be necessary to deliver a notice to the other party or by courier and such notice shall be deemed to be received when actually delivered. Any notice sent by email shall be deemed to be received on the next business day after such email is sent.

13. **WAIVER AND ALTERATIONS** No terms of this lease may be altered and no conditions shall be waived except by written agreement.

14. **INTERPRETATION** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the Province of British Columbia.

15. **AND IT IS EXPRESSLY AGREED** between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities obtained herein shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require, and where the context or the parties hereto require, and where a party is more than one person, all covenants shall be deemed to be joint and several.

Occupant's Signature dated _____

Print name

Owner or Owner's representative Dallas Rorison dated _____