

# NIAGARA STORAGE ON SITE

## Rental & Service Agreement

This agreement between NIAGARA STORAGE ON SITE "Lessor" and the below named "Tenant" is to outline the responsibility of both parties for their mutual acknowledgement and benefit.

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between "Lessor" and "Tenant", whose name and residence and alternate addresses are set forth on the attached Transaction Summary incorporated herein by reference, for the purpose of leasing or renting a self contained portable storage Container for the transportation and storage of commercial, household goods and personal effects only, and as hereinafter more fully described.

**1) DESCRIPTION OF CONTAINER** Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) as identified on the attached Invoice. Tenant has the option to store the Container(s) with Lessor at the "Facility" or have the Containers remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor Facility, Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Should Tenant elect not to store the Container(s), at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Transaction Summary. Tenant has examined the Container(s) or will have the opportunity to do so before its use, and acknowledges and agrees, that the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Transaction Summary whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any provincial, local or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owners(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

**2) RELATIONSHIP OF THE PARTIES; STORER'S LIEN** It is the express understanding and agreement of the parties that no bailment or deposit of goods for safekeeping is intended or created hereunder. Further, the parties expressly understand and agree that it is the parties' intention that any laws including without limitation, warehouseman laws, or other laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement. Notwithstanding the foregoing, the parties agree that the Lessor is entitled to claim for a lien under the provisions of the Repair and Storage Liens Act of Ontario (and similar legislation of other Provinces) for payment of all charges under this Rental Agreement.

**3) TERM** The term of this Rental Agreement commences as of the date first written above and continues thereafter on an EVERY FOUR WEEK (E4W) period until terminated. The date the Container(s) is first delivered to Tenant shall be initiated and subsequent Due Dates shall occur on the E4W anniversary of the initial Due Date. Tenant must pay the Lessor, in advance E4W rent on each Due Date (as defined below) and continues thereafter on a E4W basis until terminated. Tenant must pay the Lessor E4W rent in advance, without deduction, prior notice, demand or billing statement. Tenant must pay, in advance at least one period's rent, and Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The E4W rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. All terms and conditions of this agreement shall remain in full effect regardless of this increase.

**4) RENTAL AND FEES** All rents with applicable sales tax (PST) and (GST) shall be due and payable in advance as defined herein. A late charge of \$10.00 shall be paid by Tenant if rent is received by Lessor later than THREE (3) days following due date in any given period. Delinquency by Tenant in the payment of rent or other charges due under this Rental Agreement for more than TEN (10) days shall require that Tenant pay an additional late charge of \$25.00 for costs incurred upon Lessor for the delinquent account. Delinquency by Tenant in the payment of rent or other charges due under this Rental Agreement for more than THIRTY (30) days shall require that Tenant pay a lien charge of \$75.00 for costs incurred upon Lessor for the delinquent account including any lien sale costs, whether or not a lien sale occurs (see section 18). Tenant hereby authorizes Lessor to charge Tenant's credit card without the signature of the Tenant, for any rent or fees due if Tenant is delinquent for more than THREE (3) days even if Tenant has selected another method of payment. Tenant will pay a \$75.00 fee for credit card processing problems (over limit, cancelled card etc). Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith. Furthermore, in the event of delinquency by Tenant in the payment of rent or other charges due under this Rental Agreement for more than THIRTY (30) days, the Tenant agrees that contents within his/her container(s) shall be deemed abandoned and shall be disposed of at Lessor's discretion.

**5) PACKING, PACKAGING AND WEIGHT RESTRICTIONS** Tenant acknowledges and assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; that the maximum weight of Tenant's property shall not exceed 7500 pounds in a 16' container. Tenant further acknowledges that Lessor shall not be liable for any damage to Tenant's property for any reason, whether damage occurs while unit is stored at Tenant or Lessor's location, or for damage occurring during moving of Container(s) or during over the road transportation, or when Container(s) is moved by Lessor for Tenant's failure to make required payments to Lessor. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**X Please initial here** \_\_\_\_\_

**6) USE OF CONTAINER AND COMPLIANCE WITH LAW** Only property that Tenant has ownership of shall be stored, and Tenant will not store property that is claimed by another or in which another has any right, title, or interest. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, fuel, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any applicable local, provincial or federal law or regulation, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other Tenants in the Facility. Tenant agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Tenant specifically acknowledges that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for HUMAN AND ANIMAL HABITATION IS SPECIFICALLY PROHIBITED. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**X Please initial here** \_\_\_\_\_

**7) INSURANCE** ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK, AND ALL PROPERTY AND CONTENTS INSURANCE IS TENANT'S SOLE RESPONSIBILITY. In the event that Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the Container(s), Tenant personally assumes all risk of loss or damage to or theft of Tenant's property however caused including without limitation, due to burglary, occurring during transport or while in storage, mysterious disappearance, fire, water, rodent, damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin and all risk of loss or damage to property of Lessor or Lessor's Agents arising directly or indirectly in any way from any matter or thing placed in a Container by Tenant. Tenant agrees that Lessor does not list, review or inspect the contents of the Container(s), nor has interest in or concern with the value, quality or type of goods stored in the Container(s) pursuant to this agreement. Lessor's and Lessor's agents, affiliates, authorized representatives and employees and/or NIAGARA STORAGE ON SITE, will not be responsible or have responsibility for loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents for the Release Claim herein. Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not subrogate any claim of Tenant against Lessor or Lessor's agents. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**X Please initial here** \_\_\_\_\_

**8) ACCESS TO CONTAINER AND SCHEDULING A MOVE** Tenant will provide driver's license number or other personal identification to Lessor at time of initial rental of Container(s). This number will be used to identify Tenant for Tenant to gain access to Lessor's designated storage location and to the rented container(s). This identification shall be given by Tenant to Lessor when requesting access or when scheduling a move or delivery (of Container(s)). Tenant agrees Lessor shall have the right to refuse access to any person who does not provide the correct access identification.

**9) LIMITATION OF LIABILITY** Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any loss, damage, claim, liability or injury from any cause, including, without limitation, Lessor's and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law.

**10) INDEMNITY** Tenant shall indemnify, defend and hold Lessor, Lessor's Agents and their respective officers, directors and employees harmless from any loss in any manner whatsoever that may arise out of Tenant's use of the Container(s) or of Lessor's designated storage location.

**11) PLACEMENT OF CONTAINER** Lessor will normally place Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Tenant understands that placement area shall have adequate width, depth and height clearance and maneuvering space. Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

**12) LOCK** A suitable lock shall be provided by at Tenant's expense. Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. All container(s) must be locked prior to Lessor moving them.

**13) RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 17. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, provincial or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the

negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean up, removal or restoration work required by any applicable local, provincial or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

**14) NO REPRESENTATIONS OR WARRANTIES** No warranties whether expressed or implied are made by Lessor to Tenant. Further, Lessor makes no guarantees or representations regarding condition, safety, security or nature of the Container(s) or the Lessor's designated storage facility. Tenant hereby acknowledges that he/she has inspected the Container(s) and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

**15) TERMINATION** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full month.

**16) DEFAULT** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

(a) Tenant shall fail to pay any installment of the rent due under this Rental Agreement (b) Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or (c) Tenant shall abandon the Container(s)

**17) REMEDIES UPON EVEN OF DEFAULT** If an event shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedies or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE LEGAL FEES AND OTHER EXPENSES.) Lessor may immediately terminate the Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may immediately, without prejudice to any other remedy which it may have for possession or arrears in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being made liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 18, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

**18) LESSOR'S LIEN** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE PROVINCIAL LAW TO SECURE AND COLLECT CHARGES PAYABLE HEREUNDER, TENANT HEREBY GRANTS TO LESSOR A SECURITY INTEREST UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN SECTION 4), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS SECURITY INTEREST INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS SECURITY INTEREST, PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION AND IN A COMMERCIALY REASONABLE MANNER AS DETERMINED BY THE LESSOR IN ITS DISCRETION. AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE PERSONAL PROPERTY SECURITY LAWS.

**19) CONDITION OF CONTAINER UPON TERMINATION** Upon termination of this Rental Agreement for any reason, Lessor shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 18, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear expected. Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Containers) and either dispose of it at the sole expense of Tenant in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor. Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims and such duty.

**20) NOTIFICATION OF CHANGE OF ADDRESS AND PHONE NUMBER(S)** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Transaction Summary, Tenant shall give Lessor written notice of any such change within FIVE (5) days of the change, specifying Tenant's current residence, alternate address and telephone numbers.

**21) ASSIGNMENT** Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor, Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

**22) SUCCESSION** All of the provision of the Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

**23) LOCAL ORDINANCES AND REGULATIONS** Tenant's use and placement of the Container(s) may be subject to provincial, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations. If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant give Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify, defend and hold harmless Lessor from any claims by the landlord or damage to the premises.

Tenant further understands that should the Containers(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s) retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s)

**24) FORCE MAJEURE** Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, strikes, floods, severe weather conditions, or other catastrophes or serious accidents, epidemics or embargoes.

**25) ENTIRE AGREEMENT** This Rental Agreement sets forth the entire agreement of the parties and supersedes all prior agreements or understandings with respect hereto. There are no representatives, warranties, or agreements by or between the parties, which are not fully set forth herein, and no Agreement representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Rental Agreement and agree to be bound by all of the provision of this Rental Agreement including the provisions contained on these 2 pages.

#### CONTACT INFORMATION

Name:

#### PAYMENT AGREEMENT

Credit Card Number:

Address:

Expiry Date:

CCU#

(3 digit # on back of card)

City:

Today's Date:

Province:

Postal Code:

Drivers Licence Number:

Signature of Lessor:

**NIAGARA STORAGE ON SITE**

**WWW.NSOS.CA**

**905.650.9970**