

PRINCETON STORAGE

306 Laurie Currie Way
Princeton, BC V0X 1W0
250-295-0553
info@princetonstorage.ca

VEHICLE STORAGE RENTAL AGREEMENT

This contract is dated _____ between Princeton Storage (Landlord) and _____ (Tenant) outlining the terms and conditions set forth in this rental agreement.

TENANT:

CUSTOMER NAME: _____

CUSTOMER ADDRESS: _____

CUSTOMER PHONE: _____

CUSTOMER EMAIL: _____

RENTAL TERMS:

STANDARD BILLING CYCLE: _____ (First payment will include prorated rent for partial month)

RENTAL MOVE IN DATE: _____

RENTAL BILLING DAY OF THE MONTH: _____

MONTHLY OR ANNUAL RENT: _____

FEES AND CHARGES:

Late payment fee #1: 10% of balance (after 5th day late)

Late payment fee #2: 20% of balance (after 20th day late)

PLEASE NOTE: This sale is final. Once agreement is signed and payment accepted, no refunds can be issued.

THIS CONTRACT CONTAINS TERMS WHICH EXCLUDE LIABILITY OF AND PROVIDE INDEMNITY TO THE LANDLORD FOR DAMAGE AND PERSONAL INJURY. THE SIGNATURE OF THE TENANT BELOW CONFIRMS THAT THE TERMS OF THIS LEASE ON THE SUBSEQUENT PAGES AND THE FORGOING STATEMENTS HAVE BEEN READ AND UNDERSTOOD BY THE TENANT.

VEHICLE STORAGE CONTRACT TERMS

- 1. Agreement and Consideration.** The vehicle owner (the **“Owner”**) and Princeton Self Storage (the **“Storage Provider”**), in consideration of \$1.00 and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, agree that the Owner shall be permitted to use the outdoor vehicle storage yard, located at 306 Laurie Currie Way, Princeton, BC (the **“Storage Facility”**) to store the vehicle described (whether motor vehicle, recreational vehicle or watercraft, the **“Vehicle”**) for the period and at the rental rate selected by the Owner. The Owner agrees to the provisions of this contract and to abide by all rules and regulations (collectively, the **“Terms”**) including the payment of all fees when due to the Storage Provider for the use of the Storage Facility. The Owner will pay to the Storage Provider such increased fees for the use of the Storage Facility as the Storage Provider shall from time to time charge. The Owner will pay the total set out in advance for the applicable time period and will promptly pay as billed or when requested by the Storage Provider the amounts which become owing by the Owner for use of the Storage Facility. The Storage Provider agrees, subject to the observance by the Owner of the Terms, to allow the Owner to store the Vehicle at the Storage Facility for the period applied for. The Owner represents and warrants that the information provided with this contract is accurate and hereby authorizes the Storage Provider and its agents to obtain such credit reports or other information as required to complete a credit investigation of the Owner and this consent is given pursuant to Section 7 of the Personal Information Act of British Columbia, as amended.
- 2. Storage of Vehicle.** The service provided by the Storage Provider is self-park and storage service whereby the Owner shall be provided access to the Storage Facility by way of key, access code or similar mechanism to facilitate vehicle storage and access in the

Owner's assigned storage space, as may be assigned from time to time in the Storage Provider's sole discretion. This contract is not a lease and the Owner shall have no proprietary rights whatsoever to any particular vehicle storage space. The Owner will not service or maintain the Vehicle in any way while in storage with the Storage Provider including, but without limitation, washing, battery charging or tire inflation. All service, maintenance and repair shall be the sole and exclusive responsibility of the Owner. The purpose of this contract is for self-storage only and the Owner may not use the Storage Facility for any other purpose including, without limitation, the storage of anything other than the Vehicle, repair or maintenance of the Vehicle, servicing of the Vehicle, or otherwise having any access to the Vehicle while in the Storage Facility.

- 3. Description of Vehicle.** The Owner represents and warrants that the Vehicle is in a safe condition for storage and, without limitation, does not have any fluid leaks. The Owner further represents and warrants that description of the Vehicle is accurate and complete. If, in the sole and absolute discretion of the Storage Provider, the description of the Vehicle is inaccurate or incomplete in any respect, whether material or not, the Storage Provider may refuse to allow the Vehicle to be stored at the Storage Facility or, if the Vehicle is already stored at the Storage Facility, the Storage Provider may exercise its right of termination pursuant to paragraph 10 of this contract. The Storage Provider reserves the right to, but shall not be obligated to, photograph or video the Vehicle at any time to document the physical condition of the Vehicle.
- 4. Accounts.** All accounts are due by the Owner on the dates set in this contract whether or not requested by the Storage Provider. The Owner shall pay a late fee equal to 10% of account balance after the 5th late day (Late Fee #1), and a late fee of 20% of account balance after the 20th late day (Late Fee #2). The Owner shall reimburse the Storage Provider on demand for all losses, costs and expenses incurred by the Storage Provider to collect overdue accounts, whether by legal action or otherwise. All storage is payable in advance at the intervals selected by the Owner and are subject to applicable taxes. Storage fees for the applicable period must be paid in full immediately upon execution of this contract.
- 5. Storage Facility Use and Safety.** The Owner may have access to the Storage Facility only to park the Vehicle in its allocated storage space and pick up the Vehicle during the term or at the termination of this contract, but for no other purpose whatsoever. If the Vehicle is a hazard to other vehicles or the Storage Facility, as determined by the Storage Provider in its sole and absolute discretion, the Owner, at the Owner's expense, must remove the Vehicle from the Storage Facility. The Storage Provider may, but is not obligated to, arrange for the removal from the Storage Facility of any vehicle which, in

the Storage Provider's opinion, in its sole and absolute discretion, appears to be a hazard to other vehicles or the Storage Facility, in which case the Owner will indemnify the Storage Provider for the costs of such removal. The Storage Provider shall not be liable for any loss suffered by the Owner or damage to the Vehicle by reason of removing the Vehicle from the Storage Facility.

- 6. Terms, Rules and Regulations.** The Owner shall comply with the Terms and such additional or changed terms, rules or regulations as are from time to time made by the Storage Provider, in its sole and absolute discretion. The Terms include, without limitation, the provisions set out in this contract and any additional or changed terms, rules or regulations and all of the foregoing are hereby incorporated as provisions of this contract. The Owner shall comply with the Terms and agrees to indemnify the Storage Provider for any failure to comply with the Terms.
- 7. Change of Storage Fees.** Any fees relating to the storage of the Vehicle are subject to change upon 30 days notice to the Owner.
- 8. Proof of Ownership and Access.** Upon execution of this contract the Owner shall provide to the Storage Provider satisfactory proof of ownership of the Vehicle, including the Owner's driver's license and any registration and insurance documentation as may be requested by the Storage Provider from time to time. The Storage Provider may require presentation of proper picture identification of any person, including the Owner, before retrieval of the Vehicle from Storage.
- 9. Lien and Sale of Vehicle.**

 - (a) The Storage Provider shall have a possessory and a charging lien upon the vehicle for all amounts which are or become owing to the Storage Provider by the Owner under this contract or otherwise (the "**Fees**").
 - (b) The Owner represents and warrants to the Storage Provider that it is the owner of the Vehicle. The Owner acknowledges and agrees that the Storage Provider has a warehouse lien on the Vehicle in accordance with the Warehouse Lien Act of British Columbia, as amended, (the "**Act**") and represents and warrants that there are no parties to which notice of such lien must be provided under the Act including, without limitation, any party who has registered a financing statement with respect to a security interest in the Vehicle as at the date the Vehicle is stored in the Storage

Facility. If any party has registered or registers a financing statement, the Owner shall forthwith provide the Storage Provider with notice thereof.

- (c) If any Fees are outstanding for 45 days, the Vehicle maybe seized and impounded by the Storage Provider. In such event, the Owner authorizes the Storage Provider to store the Vehicle elsewhere in the Storage Facility or in any other impoundment facilities and the Owner will indemnify the Storage Provider for the costs of the same. The Storage Provider shall not be liable for any loss suffered by the Owner or damage to the Vehicle by reason of seizing or impounding the Vehicle in accordance herewith.

- (d) To realize any Fees, the Storage Provider may, in its sold and absolute discretion:
 - (i) Upon 45 days notice to the Owner, in any manner sell and absolutely dispose of the Vehicle, including, without limitation, a disposition by way of destruction or sale for scrap pursuant to its contractual lien; or

 - (ii) effect a sale or disposition of the Vehicle in accordance with the provisions of the Act Pursuant to its warehouse lien; and the Owner hereby appoints the Storage Provider it's attorney to do all things and sign all documents necessary for such sale or disposition. Without limiting the foregoing, the Owner covenants and agrees to provide the Storage Provider, upon demand, with all documents of title for the Vehicle, an executed bill of sale and an executed transfer in the form required by and registerable with the Insurance Corporation of British Columbia o such other applicable governmental or private authority in order to effect such sale or disposition as contemplated hereunder.

- (e) The Storage Provider shall be entitles to deduct from the proceeds of any sale or disposition hereunder, in addition to the Fees, all costs and expenses of every nature whatsoever incurred by the Storage Provider in connection with such sale including, without limitation, legal fees on a solicitor and own client basis and any costs or expenses incurred by the Storage Provider under this paragraph or the connection with obtaining a declaration in any court regarding the rights of the Storage Provider under this paragraph or the validity of a sale or proposed sale of the Vehicle pursuant to this paragraph. In the event that such costs and expenses are incurred in connection with an uncompleted sale, the Storage Provider shall be entitled to recover from the Owner the costs and expenses incurred by the Storage Provider in connection with such uncompleted sale.

10. Termination by Storage Provider. The Storage Provider may terminate this Contract by giving 48 hours notice to vacate to the Owner if:

- (a) The owner breaches any of the provisions of this contract or fails to abide by and of the Terms at any time;
- (b) The owner fails to pay when due any sums the Owner owes to the Storage Provider or any account; or
- (c) The conduct of any of the Owner or the Owner's use of the Storage Facility is, in the sole and absolute discretion of the Storage Provider, prejudicial to the orderly and safe operation of the Storage Facility, the safety of other persons or their property, or constitutes a nuisance or annoyance to the Storage Provider or its customers.

Otherwise, the Storage Provider may at any time and for any reason terminate this Contract by giving 30 days notice to vacate. Upon receiving a notice to vacate, the Owner shall, at the Owner's expense, vacate the Storage Facility on or before the date specified in the notice. Any unpaid Fees accruing due or to become due for the balance of the term of the storage shall thereupon become payable immediately. If the Owner fails to vacate within the 30-day notice to vacate period, the Owner authorizes the Storage Provider to move the vehicle to any other impoundment facilities and the Owner will indemnify the Storage Provider for the costs of the same. The Storage Provider shall not be liable for any loss suffered by the Owner or damage to the Vehicle by reason of seizing or impounding the Vehicle in accordance herewith.

11. Termination by Owner. If the Owner wishes to vacate the Storage Facility, the Owner must give 5 days notice of the Owner's intention to vacate to the Storage Provider and the effective date that the Owner vacates must be the last day of a calendar month.

12. Survival. Notwithstanding anything in this contract to the contrary, this contract shall survive the vacating of the Storage Facility by the Owner and the issuance of a notice to vacate for cause or otherwise by either party to this contract in no way terminates or rescinds any of the Fees, terms, conditions, releases, indemnities or exclusions agreed to herein.

13. Renewal. Where the term of the storage is for one year or more, then the Owner may apply to renew this contract by sending a written renewal notice to the Storage Provider. All renewal notices shall be delivered to the Storage Provider not less than two months before this contract expires. The decision to renew is at the sole and absolute discretion of the Storage Provider. As a condition of renewal the Storage Provider may, at its sole discretion, vary the provisions of this contract.

14. Overholding. If the Vehicle continues to be stored at the Storage Facility after the period applied for or otherwise after the termination of the right of the Owner to store the Vehicle at the Storage Facility, the Owner shall promptly pay to the Storage Provider for such unauthorized storage 150% of the highest daily rate charged by the Storage Provider. The provisions of this contract shall apply to such unauthorized storage, except that the Storage Provider shall not be deemed to have consented to or permitted such storage and such storage shall be month-to-month.

15. No Refund. No refund shall be made of any paid storage fees in any circumstances.

16. Limitation of Liability. The Owner acknowledges that motor vehicle operation and the maintenance and storage of a motor vehicle involve many inherent risks, dangers and hazards and hereby agrees and acknowledges that:

- (a) The Owner fully assumes and accepts all risks, dangers and hazards, including without limitation the possibility of personal injury or death, damage to the Vehicle from fire, collision or vandalism and the loss or theft of the Vehicle, its contents and personal property. The Vehicle, its contents and any personal property stored at the Storage Facility are done so at the Owner's sole and exclusive risk;
- (b) During the duration of this contract, the Owner shall obtain insurance coverage for the full value of the Vehicle, its contents and any personal property stored at the Storage Facility, which insurance shall include without limitation a minimum \$2,000,000 third party liability coverage. The Owner shall provide the Storage Provider with evidence of such insurance acceptable to the Storage Provider, in its sole and absolute discretion. The Owner acknowledges and agrees that the Storage Provider shall not be responsible for providing insurance coverage. The Owner waives any right or claim against the Storage Provider for damages sustained by the Owner which are covered under any insurance policy and the Owner shall cause the Owner's insurance carriers to waive their respective rights of subrogation with respect to the same.
- (c) Subject to the rights granted to the Storage Provider under paragraph 9 of this Contract, the Storage Provider does not in any way take possession of, or undertake any duty to take care of, any vehicle stored under this contract or otherwise at the Storage Facility. The Storage Provider does not represent that the Storage Facility is fit for any purpose. The Owner accepts the Storage Facility premises on an "as is, where is" basis and

acknowledges that, in its own judgement, the Storage Facility is suitable and appropriate for the Storage of the Vehicle;

- (d) The Storage Provider is not liable or responsible for, and the Owner hereby waives and releases the Storage Provider from any loss, theft, damages or expenses, of any nature whatsoever including, without limitation, those arising or resulting from personal injury, death or loss or theft of or damage to vehicles, contents, or personal property and those suffered or incurred by the Owner howsoever caused, whether by negligence of the Storage Provider or the acts of third parties or otherwise;
- (e) The Owner shall hold harmless and indemnify the Storage Provider and each of its officers, agents, contractors and employees in respect or any and all claims and liability of whatever nature including, without limitation, claims or liability for personal injury, death, or loss of or damage to vehicles or contents suffered by the Storage Provider, the Owner, or third parties including, without limitation, other customers of the Storage Provider, or in connection with the Storage Provider providing the Storage Facility; and
- (f) The Owner further agrees to be liable for any loss, damage or destruction caused to the Storage Provider's property or the property of other customers of the Storage Provider, in whole or in part, by the Owner or in connection with the Vehicle or the owner's use of the Storage Facility and to pay the cost and expenses incurred by the Storage Provider in respect of restoring such loss, damage or destruction within 30 days of receiving an account for the same.

17. No Assignment by Owner. This contract is personal to the Owner. The Owner shall not assign this contract or permit the Storage Facility to be occupied by any vehicle other than the Vehicle, in either case without the express prior written consent of the Storage Provider, which consent may be withheld in the Storage Provider's sole and absolute discretion. A person purchasing the Vehicle shall not acquire any of the rights arising under this contract, which will automatically terminate, save and except with respect to the Owner's obligation to pay Fees, upon any change in ownership of all or any part of the Vehicle unless the Storage Provider, in its sole and absolute discretion, agrees otherwise. Before selling the Vehicle, the Owner shall bring this paragraph to the attention of the prospective purchaser and of any agents acting on behalf of either the Owner or the prospective purchaser.

18. Notices. Any notices to be given by the Owner in connection with this contract shall be in writing and delivered to the Storage Provider's office at the address in this contract.

Any notices, billings or other communications to be given to the Owner by the Storage Provider shall be in writing and shall be delivered personally, forwarded by mail, or sent by email transmission to the Owner at the addresses shown on this contract. Any notice, payment or other communication shall be deemed to have been given on the day delivered, if delivered by hand, and within four business days following the date of posting, if mailed; provided that if there shall be, at the time or within four business days of mailing a mail strike, slow-down or other labour dispute that might affect delivery by mail, then the notice, payment or other communication shall be effective only when actually delivered. Any notice or communication sent by email transmission to the Owner shall be deemed to be received upon the Storage Provider receiving a "delivery receipt" from the Owner.

19. No Contra Preferentum. The language in this contract shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties in this contract.

20. Governing Law. This contract shall be in all respects governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia. Each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

21. Binding Effect of Contract. This contract is binding upon and, subject to paragraph 17 of this contract, enures to the benefit of the Owner and the Storage Provider and their respective heirs, executors, administrators, successors and assigns, as applicable.

22. Entire Agreement. This contract is the entire agreement between the Storage Provider and the Owner in respect of the subject matter of this contract and in respect of any circumstances or events surrounding or arising in connection with the subject matter of this contract. Except as specifically provided for elsewhere in this contract, this contract cannot be added to or altered except by agreement in writing. There are no representations, warranties, conditions, covenants, agreements or promises of any nature, where implied, collateral, statutory or otherwise, binding upon the Storage Provider in connection with this contract or the subject matter of this contract, or in connection with any circumstances or events surrounding or arising in connection with the subject matter of this contract, except as expressly set out herein.

CUSTOMER SIGNATURE: _____

PRINCETON STORAGE SIGNATURE: _____

DATE: _____