

# PRINCETON STORAGE

306 Laurie Currie Way  
Princeton, BC V0X 1W0  
250-295-0553

**TENANT:**

**CUSTOMER NAME:**

**CUSTOMER ADDRESS:**

**CUSTOMER PHONE:**

**CUSTOMER EMAIL:**

**RENTAL TERMS:**

**UNIT NUMBER:** \_\_\_\_\_ **UNIT TYPE:** \_\_\_\_\_ 5' x 10' \_\_\_\_\_ 10' x 10'

**STANDARD BILLING CYCLE: MONTHLY** (first payment will include prorated rent for partial month)

**RENTAL MOVE IN DATE:** \_\_\_\_\_

**MONTHLY RENT: \$90.00**

**FEES AND CHARGES:**

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

Late payment fee #2: 20% of balance (after 20<sup>th</sup> 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 AN 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 FOREGOING STATEMENTS HAVE BEEN READ AND UNDERSTOOD BY THE TENANT.**

### **SELF STORAGE LEASE TERMS**

- 1. Agreement and consideration.** In consideration of \$1.00 and the other good and valuable consideration now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Landlord leases to the Tenant and Tenant leases from Landlord the storage unit referenced above (the **Unit**). Excluded from the Unit are the outer surfaces of all walls, the door and the roof enclosing the Unit as well as the fixtures within or around the Unit. The Tenant hereby specifically acknowledges being advised and agrees that the Unit is not and will not be heated or cooled at any time during the term hereof unless the Tenant is leasing a specifically designated "heated" or "climate controlled" Unit. The Tenant acknowledges that the size of the Unit is approximate, and that there is no abatement or adjustment in rent if the Unit is smaller or larger than described above. The Tenant acknowledges and agrees that the Unit is satisfactory for all purposes for which the Tenant intends to use the Unit, including the safety and security thereof. The Tenant shall have access to the Unit only during such hours and days are regularly posted at the facility, which hours and days may be altered or changed at the Landlord's sole discretion without Tenant's consent or knowledge and without the Landlord having to provide notice of the change. The Tenant represents and warrants that the information on Page 1 of this Lease is correct and accurate in all respects.
- 2. Term and Rent.** The term of this Lease shall commence on the commencement date set out above and shall continue as a monthly tenancy or until the expiry of the term, as the case may be, until terminated in accordance with this Lease. The Tenant shall pay the Landlord the rent outlined above, without deduction, prior notice, demand or billing statement, in advance on the first day of each calendar month during the term of this Lease. When the term commences on a day other than the first day of the month, then the rent for that month will be prorated accordingly. The Tenant shall not be entitled to a refund of any portion of prepaid rent for the term. With respect to any monthly tenancy, the monthly rent may be adjusted by the Landlord by written notice to Tenant specifying such adjustment which notice shall be given not less than 30 days prior to the date on which the new rent shall be effective. Any such new rent shall not otherwise affect the terms of the Lease and all other terms of this Lease shall remain in full force and effect. If the Tenant fails to pay the new rent when it becomes due, at the option of the Landlord, the Tenant shall be conclusively deemed to have terminated the monthly tenancy and be over-holding without the consent of the Landlord. The Tenant agrees to

all the provision of this Lease and to abide by all reasonable rules and regulations at any time imposed by the Landlord.

- 3. Use of Unit.** The Tenant shall only store personal property that the Tenant owns and will not store property that is claimed by another party or in which another party has any right, title or interest. The Tenant understands and agrees that the Landlord need not be concerned with the kind, quantity or value of personal property or other goods stored by the Tenant in or about the Unit pursuant to this Lease. The Tenant shall neither store any flammable materials, food or other perishable good, explosives or other inherently dangerous material nor perform any activity unrelated to storing, shipping or receiving in the Unit. The Tenant shall not store any personal property in the Unit which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to any contaminants, pollutants, dangerous substances, dangerous goods, liquid wastes, industrial wastes, hauled liquid wastes, radioactive wastes, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Canadian Environmental Protection Act and any other provincial or federal legislation or guidelines relating to environmental matters applicable in the Province of British Columbia or pursuant to any applicable order, decision or the like rendered by any governmental agency, board, branch, department or other governmental authority, whether municipal, provincial or federal, having jurisdiction over the Unit and that pollute or are otherwise harmful to the environment. The Tenant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Unit and its use. The Tenant shall not use the Unit in any manner that may threaten the health, well-being or security of individuals or negatively affect the state, use or enjoyment of the Unit or any part of the Facility by other tenants in the Facility. The Tenant acknowledges and agrees that the Unit and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property or items of sentimental value such as art, artifacts, books, records or receipts relating to the stored goods. The Tenant agrees that the value of any items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. The Tenant acknowledges that the Unit may be used for storage only, and that the use of the Unit for the conduct of a business or for human or animal habitation is specifically prohibited. The Tenant acknowledges that the Unit will at not time be used as a space for repairing, constructing, manufacturing, growing or building any items.
- 4. Limitation of Landlord's Liability and Indemnity.** It is agreed between the Landlord and the Tenant as follows:

- (a) Neither the Landlord nor its employees, invitees, licensees, agents, affiliates, representatives or any other person for whom the Landlord may be at law responsible (the “**Agents**”) shall be liable for any loss, injury or damage derived from any cause, including the negligent or deliberate acts or omissions of the Landlord or its Agents, to persons using the Facility or to vehicles or their contents or any other property therein, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property located, kept or stored in or about the Unit shall be at the sole risk of the Tenant.
  
- (b) Neither the Landlord nor its Agents shall be liable for any injury or damage to persons or property resulting from faulty materials or workmanship or any other defect in the Unit, or fire, explosion, steam, electricity, water, rain, snow, dampness, mould, mildew, the acts or omissions of other persons, criminal or otherwise, or from any other cause whatsoever whether or not resulting from the negligent or deliberate acts or omissions of the Landlord or its Agents. The Landlord and its Agents shall not be liable for any loss or damage caused by the acts or omissions of other tenants or occupants, their employees or agents, or of any other persons, or for damage caused by the construction of any public or quasi-public works, and in no event shall the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
  
- (c) The Tenant shall indemnify the Landlord and its Agents against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Tenant or its employees, agents, invitees or licensees or any other person for whom the Tenant may at law be responsible on or about the Unit and the Facility or due to or arising out of any breach by the Tenant of any provision of this Lease, including liability for injury or damages to the persons or property of the Tenant’s servants, employees, agents, invitees, or licensees.

**5. Insurance is Tenant’s Sole Responsibility.** The Tenant must obtain insurance, covering damage by fire, extended coverage perils, vandalism, burglary and all other risks of any nature, for the full value of the Tenant’s property. The Tenant understands that the Landlord will not insure the Tenant’s property. The Tenant shall obtain insurance with a reputable insurer licensed to do business in Canada of the Tenant’s choice. To the extent that the Tenant does not obtain the required insurance coverage for the full value of the Tenant’s property stored in the Unit, the Tenant agrees that the Tenant will be “self-insured” and personally assume all risk of loss. The Landlord and its Agents will not be responsible for, and the Tenant hereby releases the Landlord and its Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons that would have been insured under the insurance required by this paragraph,

including without limitation any loss arising from the active or passive acts, omission or negligence of the Landlord or its Agents. The Tenant waives any rights of recovery against the Landlord or its Agents for the claims released herein, and the Tenant expressly agrees that the carrier of any insurance obtained by the Tenant shall not be subrogated to any claim of the Tenant against the Landlord or its Agents, despite that any damage suffered is caused by the act, omission, fault or want of skill of the Landlord or its Agents. The provisions of this paragraph will not limit the rights of the Landlord and its Agents under paragraph 4.

- 6. Default and Remedies.** If the Tenant fails to make any payment of any amounts payable herein as and when such payment becomes due or if the Tenant defaults in the performance of any of its other obligations hereunder, and such non-payment or other default continues for a period of 10 consecutive days, then all unpaid rent and all other amounts payable hereunder shall be forthwith due and payable in their entirety and, in addition to any other rights or remedies to which Landlord is entitled hereunder or at law, the Landlord shall have the right to terminate the Lease. The Landlord may from time to time resort to any or all rights and remedies available to it in the event of any default or non-performance hereunder by the Tenant, either by any provision of this Lease or by statute, or by the Rent Distress Act of British Columbia, or in equity, all of which rights and remedies shall be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity. Upon any termination of this Lease, if any personal property remains in the Unit or elsewhere on the Facility such personal property may, at the sole option of the Landlord, become the property of the Landlord and the Landlord may, at the Landlord's sole option and without notice to the Tenant, sell, destroy or otherwise dispose of such personal property and the Landlord shall not be liable to the Tenant for any loss or damage thereby caused. After any sale of personal property, the Landlord shall upon request of Tenant pay to the Tenant the remainder, if any, of the proceeds of sale after deduction of the rent and other charges unpaid along with Landlord's costs in realizing the same. Any request for the remainder of proceeds after sale shall be made by the Tenant no later than 60 days following the sale, and if no request is post-marked and received by the Landlord or hand-delivered to the Landlord within that 60 day period, then any remainder of proceeds from the sale of the personal property shall absolutely belong to Landlord.
- 7. Month to Month Tenancy.** In addition to the Landlord's right in paragraph 7, if the Lease is a month to month tenancy rather than a term lease then either the Landlord or the Tenant may terminate this Lease effective on the last day of any month by giving written notice to the other party not less than 10 days before the end of such month.

- 8. Right to Levy Distress.** In the event of a non-payment of rent or non-performance of the obligations and covenants herein by the Tenant, or in the case the Unit is being used by someone other than the Tenant, or in the event any property so stored is taken or seized by a creditor of the Tenant or if the Tenant makes an assignment for the benefit of creditors, becomes bankrupt, insolvent or any order is made winding up the Tenant, or in any other situation which may hinder the Landlord's ability to collect all amounts owing hereunder, this Lease shall immediately become unenforceable by the Tenant and the Tenant forfeits all rights hereunder. In such circumstances the Landlord may re-enter and take possession of the Unit and any personal property therein. None of the goods, personal property or chattels of the Tenant in the Unit at any time during the continuance of the term of this Lease shall be exempt from levy distress for rent in arrears as provided for in the Rent Distress Act of British Columbia or any other applicable legislation. In any action brought by the Tenant to test the right to levy upon any such good as are named as exempt in said section or any amendment or amendments thereto, the Landlord may please this covenant as an estoppel and prohibition against such action. The Tenant hereby appoints the Landlord as its lawful attorney to do all things and sign all documents on behalf of the Tenant which are necessary for such distraint, sale or disposition.
- 9. Lock.** The tenant is required to keep the Unit locked at all times throughout the duration of the term, other than for gaining access to the unit. The Landlord has the right to lock the Unit should it be found to have been left unlocked.
- 10. Landlord's Right to Enter.** In the case of emergency, the Tenant shall grant the Landlord, its Agents and the representative of any government authority, including police and fire officials, access to the Unit without notice to the Tenant. In the event the Tenant shall not grant access to the Unit as required in the event of an emergency or upon default of any of the Tenant's obligations under this lease, the Landlord, its Agents or the representative of any governmental authority shall have the right, but not the obligation, to remove the Tenant's locks and enter the Unit for the purpose of examining the Unit or the contents thereof for the purpose of making repairs or alternations to the Unit and taking such other action as may be necessary or appropriate to preserve the Unit, or to comply with applicable laws including any applicable local, provincial or federal law or regulation governing hazardous or toxic substances, materials or waste, or to enforce any of the Landlord's rights. In the event of any damage or injury to the Unit or the facility arising from the negligent or deliberate act or omissions of the Tenant, or for which the Tenant is otherwise responsible, all expenses reasonably incurred by the Landlord to clean-up, repair or restore the Unit or the Facility, including any expenses

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 regulation of any hazardous or toxic substance, material or waste, shall be paid by Tenant as additional rent and shall be due upon demand by the Landlord.

**11. No Warranties.** The Tenant hereby disclaims any implied or express warranty, guarantee or representation of a similar nature, condition, temperature or other climate conditions, safety or security of the Unit and the Facility and the Tenant hereby acknowledges that the Tenant has inspected the Unit and The Facility and hereby acknowledges and agrees that the Landlord does not represent or guarantee the safety or security of the Unit or the Facility or of any property stored therein, and this Lease does not create any contractual duty for the Landlord to create or maintain such safety or security.

**12. Landlord's Costs.** The Tenant shall be responsible for any and all costs incurred by the Landlord in connection with the collection of rent in arrears and pursuing any and all remedies available to the Landlord by reason of a default by the Tenant of its obligations under this Lease including, without limitation, all collection, collection agency, legal and court costs.

**13. Condition of Unit.** Throughout the term of this Lease the Tenant shall keep the Unit in good repair. The Tenant shall not make or allow any alterations, signs or decorations of any kind of description whatsoever to be placed in the Unit or elsewhere on the Facility without, in each instance, the prior written consent of the Landlord which may be arbitrarily withheld. Upon termination of this Lease the Tenant shall remove all of the Tenant's personal property from the Unit and shall immediately deliver possession of the Unit to the Landlord in the same condition as it was delivered to the Tenant on the commencement date of this Lease with the exception of reasonable wear and tear.

**14. Use of Tenant Information.** The Tenant hereby authorizes the Landlord to collect, use and release any personal information regarding the Tenant and this Lease to allow the Landlord to effectively service the Tenant's account or as may be required by law or requested by government authorities or agencies, law enforcement agencies or courts. The Landlord may cooperate with and disclose all information regarding property stores in the Tenant's Unit to lien holders or other parties with an interest in such property. Without limiting the generality of the foregoing, the Tenant hereby authorizes the Landlord and its agents to obtain such credit reports or other information as required to

complete a credit investigation of the Tenant and this consent is given pursuant to Section 7 of the Personal Information Protection Act of British Columbia, as amended.

- 15. Notices.** Except as otherwise expressly provided in this Lease, any written notices or demands required or permitted to be given under the terms of this Lease may be personally served or may be served by email at the address of such party provided for this Lease. Service of any such notice or demand shall be deemed complete on the date delivered, or if emailed, shall be deemed complete on the next business day following sending.
- 16. Assignment.** Tenant shall not assign this Lease or sublease the Unit or any portion thereof without in each instance obtaining the prior written consent of the Landlord. The Landlord may assign, including an assignment as security for a loan, or transfer this Lease without the consent of the Tenant and, after such assignment or transfer, the Landlord shall be released from all obligations under this Lease.
- 17. Notification of Change of Address.** In the event either party shall change it's address from that set out above, it shall give the other party written notice of any such change within 10 days of the change, specifying the new address, telephone number and email, in accordance with the notice of requirements set out in paragraph 15.
- 18. Binding Effect.** All of the provisions of this Lease shall endure to the benefit of and, subject to paragraph 16, shall be binding upon the Landlord and the Tenant and upon their heirs, executors, administrators, successors and permitted assigns.
- 19. Entire Agreement.** This Lease comprises the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. None of the Landlord's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.
- 20. Governing Law.** This Lease 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. Partial Invalidity.** Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be invalid, unenforceable or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.

**22. Interpretation.** Unless the context dictates otherwise, the terms Tenant and Landlord, when used herein, shall be taken to mean either the singular or plural, masculine, neutral or feminine as the case may be.

**23. Payment of Sales Taxes.** The Tenant shall pay to the Landlord any business transfer tax, value added tax, sales tax, multi-stage sales tax, good and services tax, harmonized sales tax or any other tax levied, rated, charged or assessed now or in the future upon the Landlord or the Tenant in respect of the rent and other payments payable by the Tenant hereunder or in respect of the leasing of the Unit by Tenant hereunder and the goods and services provided by the Landlord hereunder at the same time as the amounts to which such taxes apply are payable by the Tenant to the Landlord under the terms of this Lease. If the Tenant fails to pay such taxes when due, the Landlord shall have the right, but not the obligation, to make such payments to the relevant authorities and to collect from the Tenant on demand the said taxes together with any penalties and interest costs imposed by such relevant authorities.

**24. Rules and Regulations.** The rules and regulations posted at the Facility are expressly incorporated in this Lease and the Tenant shall comply at all times with such rules and regulations. The Landlord shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Unit and the Facility, or for the preservation of the good order without advance notice to the Tenant, and upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Lease.

**25. No Oral Agreements.** Other than incorporation of such rules and regulations as may be adopted and promulgated by the Landlord from time to time, this Lease contains the entire agreement, representations, and warranties by or between the Landlord and the Tenant, and no oral agreements shall be of any effect whatsoever. The Tenant agrees that it is not relying, and will not rely, upon any promise, representation, agreement, condition or understanding, whether oral or written and whether implied or expressed, made by or on behalf of the Landlord purporting to modify or add to this Lease in any way whatsoever. The Tenant agrees that this Lease may be modified only in writing,

signed by both parties, in order for such modification to have any binding effect whatsoever.

- 26. Accord and Satisfaction.** No payment by the Tenant or receipt by the Landlord of a lesser amount than the rent due and owing shall be deemed to be other than on account of the earliest stipulated amount payable, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rent or any other amount herein stipulated be deemed an accord and satisfaction, and the Landlord may accept such cheque or payment without prejudice to the Landlord's right to recover the balance of such amount payable or pursue any other remedy provided in this Lease.
- 27. Rent.** The term "rent" means any and all sums of money or charges required to be paid by the Tenant under this Lease whether or not designated as rent or whether or not payable to the Landlord or to any other person. Rent shall include, but is not limited to, the basic rent, fees, charges, interest on overdue amounts and taxes payable by Tenant under this Lease.
- 28. Time.** Time is of the essence of this Lease.
- 29. No Registration.** The Tenant shall not register this Lease or any notice of this Lease in full or in part on the title to the Facility or any part thereof in the Land Title Office or in any other registry.
- 30. Captions.** The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease or any of its provisions.
- 31. Tenant Acknowledgement.** The Tenant acknowledges that the Tenant has read, is familiar with and agrees to all of the provisions in this Lease.
- 32. No Contra Proferentem.** The language in this Lease shall in all cases be construed as a whole and neither strictly for nor strictly against the Landlord or the Tenant.
- 33. Refunds.** The Tenant acknowledges that the Landlord will not issue any refunds of prepaid rent in any circumstances whatsoever.

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**PRINCETON STORAGE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_