



KERMODEI STORAGE (the "Lessor")
5025 KEITH AVENUE, TERRACE, BC, V8K 1G8
(250) 635-8800
kermodeistorage@gmail.com

STORAGE SPACE RENTAL AGREEMENT

SPACE RENTER INFORMATION : (please completed in full)

Name(s): _____ (the "Lessee(s)") Phone # _____

Mailing address: _____ Postal Code: _____

Email address: _____ Alternate phone # _____

Photo ID type and Number: _____

ALTERNATE CONTACT (in case of emergency)

Name: _____ Phone # _____

Address: _____ Postal Code: _____

Email address: _____

AGREE TO LEASE:

Unit # _____ Rental Rate: \$ _____ + 5% GST (\$ _____) = \$ _____ per day / week / month / year (circle one)

For the period From: _____ To: _____

And agree to pay a Key deposit of \$10/each for _____ key(s) for a total of \$ _____ (refundable upon key return) .

The key(s) will provide access to the stored goods 24 hours a day/7days a week (no notice required).

Payments are to be made as follows:

By the 1st or 15th of each month (circle preferred date)

_____ by Cheques payable to Kermodei Storage and sent to the address as stated above.

_____ by electronic email transfer to kermodeistorage@gmail.com

_____ by Paypal (www.paypal.com.au) to kermodeistorage@gmail.com

_____ by credit card: Type: _____ Number: _____ Expiry: _____ CVC _____

Name of Card holder: _____

Card holder signature: _____ Date: _____

TERMS OF AGREEMENT: The Lessor and the Lessee(s) have mutually agreed as follows:

1. **LOCKS:** The Lessee shall provide their own lock to secure the unit. The Lessee shall not use more than one lock to secure the Unit. Any locks used by the Lessee are subject to inspection and approval by the Lessor. If the Lessor does not approve of the lock used by the Lessee, the Lessee agrees to discontinue the use of such lock and replace it with a lock approved by the Lessor.
2. **STORAGE OF VEHICLES:** If the Lessee stores a motor vehicle, recreational vehicle, boat, trailer or any other type of vehicle (a "Vehicle") at the Premises, then, in addition to the other terms and conditions contained in this Agreement, the following terms and conditions will apply:
 - a) Any reference to the "Unit" in this Agreement will refer to the stall in which the Vehicle is stored;
 - b) The Lessee will not store in the Unit any Vehicle other than the Vehicle or Vehicles described below:

VEHICLE TYPE: _____ **COLOUR:** _____ **LICENSE PLATE:** _____
YEAR: _____ **MAKE:** _____ **MODEL:** _____

- c) The Lessee will not discharge or cause or permit to be discharged and water storage tanks of any kind at the Premises and if the Lessee does make any such discharge the Lessee will pay to the Lessor liquidated damages of \$150.00 (the "discharge fee"); Notwithstanding, the Discharge Fee, the Lessor will have the right to enforce all of its rights and remedies contained herein and at law:
- d) The Lessee will not store, cause to be stored, or permit to be stored any fuel, except in the case of motor vehicle or self-propelled vehicle, a small quantity of fuel contained within the fuel tank(s) forming part of the Vehicle which is required for operation of the Vehicle and will not store, cause to be stored or permit to be stored any contents of a Vehicle outside of the Vehicle; and
- e) The Lessee will ensure that any tarps, covers or awnings are secured at all times.
3. **Insurance:** The Lessee acknowledges that it is in the Lessee's best interest to insure any personal property stored by the Lessee in the Unit or located elsewhere on the Premises against loss or damage and that the Lessee should carry third party liability insurance to cover loss or damage suffered by others which is caused by or attributable to the Lessee. The Lessee further acknowledges that the Lessor has no responsibility to carry insurance for the benefit of the Lessee.
4. **Assignment:** The Lessee will not assign this agreement or sublease the Unit or any portion thereof without the prior written consent of the Lessor, which may be unreasonably withheld at the sole discretion of the Lessor.
5. **Late Payment of Rent:** Time is of the essence hereof. If any Rent is unpaid on the date such Rent is due, the Lessor will have the right to lock the Unit and prevent access to the Unit by the Lessee until such unpaid Rent and any applicable fees are paid to the Lessor by the Lessee. The Lessee will pay a Late Rent Fee of \$10.00 plus applicable taxes for any Rent that is not paid on the date such Rent is due. The Lessee will pay a Dishonoured Cheque Fee of \$35.00 plus applicable taxes for any cheque provided to the Lessor by the Lessee that is not honoured for payment. Interest of 18% per annum, calculated and compounded monthly will be charged by the Lessor to the Lessee on any unpaid amounts owed by the Lessee to the Lessor hereunder. Any fees, interest or liquidated damages charged or permitted to be charged to the Lessee by the Lessor hereunder will be deemed to be included in the Rent owed by the Lessee to the Lessor hereunder. The Lessee will bear all costs related to the collection of unpaid Rent, fees and taxes owed by the Lessee to the Lessor.
6. **Enforcement:** Without limiting the rights of the Lessor under this Agreement or in law or equity, if any amount owing to the Lessor by the Lessee hereunder is unpaid when due, the Lessor may sell by public auction or otherwise the contents of the Unit. The parties agree that the Agreement is an agreement for the use of the Unit and is not an agreement of bailment and that the Lessor is not a bailee or a warehouseman of the personal property of the Lessee.
7. **Termination:** Either party may terminate this Agreement without cause by giving 30 days' written notice to the other party. The Lessor may terminate this Agreement without notice to the Lessee if the Lessee is in breach of any of the terms, conditions, representations, warranties or covenants set out in this Agreement and without limiting the rights of the Lessor, no Rent paid by the Lessee will be refunded upon such termination.
8. **Vacating the Unit:** Upon termination of this Agreement, the Lessee will notify the Lessor when the personal property of the Lessee has been removed from the unit and the lock of the Lessor on the Unit has been removed. The lessee will provide the Unit to the Lessor at the same level of repair and cleanliness at which it was provided to the Lessee on the Commencement Date. The Lessor may charge the Lessee for the reasonable cost of the repair or cleaning of the Unit upon termination of the Agreement.
9. **Notices:** Any notices required under this Agreement will be given in writing and sent to the receiving party at the address for such party first written above or any other address provided by the party from time to time.
10. **Liability for Damage or Loss:** The Lessor will not be responsible for any loss of or damage to the personal property stored in the Unit or any injury to any person suffered by such person on the Premises, however caused. The Lessee assumes all risk in relation to the loss or damage to the personal property of the Lessee from any cause whatsoever and hereby remises, releases and forever discharges the Lessor from any and all manner or actions, causes of action, suits, proceedings, debts, dues, profits, expenses, contracts, damages, claims, demands and liabilities whatsoever, in law or equity, which the Lessee may have against the Lessor, for or by reason of any matter, cause, thing whatsoever done or omitted to be done by the Lessor in connection with the unit, the Premises and this Agreement. The Lessee, and the Lessee on behalf any insurer of the Lessee, waives any rights of subrogation to any claim that the Lessee may make to that insurer or against the Lessor for any liability relating to the loss of, or damage to, such contents or personal property of injury an any person. The Lessee hereby agrees to indemnify the Lessor and to hold and save the Lessor harmless for any loss, damage, expense, or claim arising from any act or omission of the Lessee, and the Lessor will not be liable to the Lessee for any loss or damage that may result from, or through the act or omission of other Lessees or of any other person.
11. **General:** This Agreement is the entire agreement of the parties and may only be amended by written agreement. This Agreement will be binding on and ensure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns. If there is more than one Lessee, all covenants and agreements set out herein will be joint and several as between or among the Lessees.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THE CONDITIONS OF THIS AGREEMENT:

DATED THIS: _____ DAY OF _____, 20 _____.

LESSEE:

LESSEE:

LESSOR: ON BEHALF OF KERMODEI STORAGE