



## PORTABLE CONTAINER RENTAL AGREEMENT

This Rental & Service Agreement is dated and made effective \_\_\_\_\_ 20\_\_\_\_

(the "Agreement") between **St. Albert Self Storage Ltd.** and \_\_\_\_\_ (the Tenant).

Address of Tenant: \_\_\_\_\_ Telephone (home) \_\_\_\_\_

\_\_\_\_\_ (work) \_\_\_\_\_

Postal Code \_\_\_\_\_ (cell) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ (fax) \_\_\_\_\_

Drivers License # \_\_\_\_\_ Province \_\_\_\_\_

Container Number: \_\_\_\_\_ Monthly Rent for Storage: \$ \_\_\_\_\_

Approximate Container size: 7 x 16 Transportation of Container Cost (minimum) \$ \_\_\_\_\_

**PREAMBLE:**

**A. ST. ALBERT SELF STORAGE LTD.** is the duly registered owner of a fee simple estate in and to the lands described in Schedule "A" (the Lands")

**B. ST. ALBERT SELF STORAGE LTD.** wishes to rent on a month-to-month basis to the Tenant a self contained storage container (the "Container") for the transportation and/or storage of the Tenant's commercial, household goods and personal effects (the "Tenant's Goods") and the Tenants wishes to rent the Container for such purpose from ST. ALBERT SELF STORAGE LTD. on the terms and conditions as more particularly set forth.

NOW THEREFORE, in consideration of the rents, covenants and agreements contained in this Agreement the sufficiency of which is acknowledged by the parties, ST. ALBERT SELF STORAGE LTD. and the Tenant agree as follows;

**1. Grant:** ST. ALBERT SELF STORAGE LTD. rents the Container on a month-to-month basis to the Tenant (the "Term") commencing as of the date first written above (the "Commencement Date"), for the purposes provided in the Agreement and at the rent and on the terms and conditions in the agreement.

**2. Payment:** The tenant agrees to pay monthly rent for the storage of the Container in the amount set out above ("Monthly Rent for Storage"), in advance, without set-off, abatement, deduction, prior notice or demand. The first Monthly Rent for Storage shall be paid by the Tenant to ST. ALBERT SELF STORAGE LTD. on or before the Commencement Date. Each subsequent Monthly Rent for Storage shall be paid by the Tenant to ST. ALBERT SELF STORAGE LTD. no longer than one month after the previous payment.

The Tenant agrees to pay the costs and expenses of transporting the Container in the amount set out above ("Transportation of Container Cost") to and from the address for Container drop-off and pick-up set out in Schedule "A" in advance of any transportation of the container.

The Monthly Rent for Storage may be adjusted by ST. ALBERT SELF STORAGE LTD. effective the day which is thirty (30) days following written notice by ST. ALBERT SELF STORAGE LTD. to the Tenant specifying such adjustment. All terms and condition of this Agreement shall remain in full effect regardless of this increase.

The Tenant shall not, under any circumstances, be entitled to any refund for rent paid for the first month regardless if the Tenant used the Container or not. If the Tenant elects to terminate this Agreement after the first month, ST. ALBERT SELF STORAGE LTD. shall return any prepaid rent less an administrative charge to be determined by ST. ALBERT SELF STORAGE LTD. in its sole discretion.

**3. Use of Container and Compliance with the Law:** Tenant acknowledges and agrees that only Tenants Goods that Tenant has ownership of shall be stored, and Tenant will not store any items or property which is/are claimed by another or in which another has any right, title or interest.

The Tenant agrees that the Container and the Lands are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable items or property and ST. ALBERT SELF STORAGE LTD. shall not be liable for any damage resulting to such items.

The Tenant specifically acknowledges that the Container maybe used for storage only, and that the use of the Container for the conduct of business or for human and or animal habitation is specifically prohibited.

The Tenant shall not:

- (a) do any painting or decorating in the Container or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Container or Lands without the prior written consent of ST. ALBERT SELF STORAGE LTD. which consent may be arbitrarily withheld;
- (b) make any improvements or install any fixtures in or on the Container without the prior written consent of ST. ALBERT SELF STORAGE LTD. which consent may be arbitrarily withheld. If the Tenant is permitted to install any improvements or fixtures the Tenant shall, at its own cost and expense, remove the same at the earlier of the expiration of the Term or earlier termination of this Agreement.
- c) allow any liens to be registered against the Container or against the Lands
- d) store any food or perishable goods, hazardous material, flammable materials, fuel, explosives, or their inherently dangerous material;

e) erect any signs, notices, lettering or advertising material on any part of the Container or the Lands and

f) conduct any material repairs, fabrication, assembly, mechanical or other work in the Container or on the Lands without prior written consent of ST. ALBERT SELF STORAGE LTD., which consent may be arbitrarily withheld. The Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

Tenant Initial \_\_\_\_\_

**4. Penalties & Fees:** If rent is not paid on or before the date of tenancy each month, the tenant will be subject to a \$ 10.00 late charge 5 days after due date and another \$20.00 late charge 20 days after due date, and each month thereafter until rent and all fees are paid. A minimum \$ 30.00 processing fee shall be charged for any returned cheques. ST. ALBERT SELF STORAGE LTD. may change the minimum charge at any time at its sole discretion. A minimum \$ 35.00 will be charged for registered mail. ST. ALBERT SELF STORAGE LTD. may change the minimum charge at any time, in its sole discretion.

**5. Lien Charge:** The Tenant acknowledges and agrees that should it fail to make payment of the Monthly Rent for Storage for other charges due under this Agreement for more than thirty (30) days from the due date of such required payment ST. ALBERT SELF STORAGE LTD. shall require that the Tenant pay a lien charge of seventy-five dollars (\$75.00) for costs incurred upon ST. ALBERT SELF STORAGE LTD. For delinquent account including any lien sale costs, whether or not a lien sale occurs.

**6. Deemed Abandoned:** In the event of delinquency by Tenant in the payment of Monthly Rent for Storage, or other charges due under this Agreement for more than thirty-one (31) days, the Tenant agrees that the Tenant's Goods within his/her Container shall be deemed abandoned and shall be disposed of at ST. ALBERT SELF STORAGE LTD. discretion. The Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

Tenant Initial \_\_\_\_\_

**7. Default:** The following shall be deemed to be events of default by the Tenant

- a) Tenants fails to pay rent when due
- b) Tenant fails to comply with any term, provision, covenant or obligation of the Agreement, or
- c) Tenant abandons the Container

**8. Remedies:** If an event of default shall occur any time during the Term or be in existence at the expiration of the Term or earlier termination of this Agreement, ST. ALBERT SELF STORAGE LTD. shall have the right at its election to pursue the following remedies or any other remedies provided for under applicable laws

(a) to terminate this Agreement by written notice to the Tenant and ST. ALBERT SELF STORAGE LTD. may enter into and take possession of the Container and remove the Tenant's Good from there or seize and sell the Tenant's Goods in, at or upon the Container and Lands any statute or law to the contrary notwithstanding, or

(b) to have a lien on and against all the Tenant's Goods within or upon the Container and Lands as security against the losses or damages suffered or incurred by ST. ALBERT SELF STORAGE LTD. While any event of default is in existence or subsisting, subject to any superior rights afforded by law to trustees-in-bankruptcy and others if the event of default is an act of insolvency, the Tenant's Goods shall not be removed in whole or in part from the Container unless the prior written consent of ST. ALBERT SELF STORAGE LTD., Such consent may be arbitrarily withheld or denied, is obtained, and ST. ALBERT SELF STORAGE LTD. shall have the unfettered right to seize and sell the Tenant's Goods in such manner and by such method as ST. ALBERT SELF STORAGE LTD. in its sole discretion deems advisable, and to apply the proceeds of any sale firstly to the costs and expenses incurred to effect such sale and seizure and the remaining balance, if any, towards the losses and damages suffered or incurred by ST. ALBERT SELF STORAGE LTD. notwithstanding that the Term may have expired or this Agreement may have been terminated prior to the date of such seizure sale or both.

In the event ST. ALBERT SELF STORAGE LTD. terminates this Agreement upon the Tenant's default, the Tenant agrees to immediately surrender the Container to ST. ALBERT SELF STORAGE LTD. and vacate the Container and the Lands. If the Tenant fails to do so, ST. ALBERT SELF STORAGE LTD. may immediately, without prejudice to any other rights or remedies it has for possession or arrears in rent, deny the Tenant access to the Container where so ever it is located. ST. ALBERT SELF STORAGE LTD. shall have the right to take possession of the Container and the Tenant's Goods and to remove the Tenant from the Lands and the Container without being made liable for prosecution of any claim of damages.

Notwithstanding any law or statutory enactment to the contrary, the Tenant shall pay to ST. ALBERT SELF STORAGE LTD. rent and all other amounts payable hereunder up to the time of such re-entry or termination, whichever is later, together with all expenses ST. ALBERT SELF STORAGE LTD. may incur in connection with such termination (including legal fees and disbursements on a solicitor and his own client basis).

The provisions of this Section shall survive the expiration of the Term and the termination of this agreement. Tenants Initials \_\_\_\_\_

**9. "As-Is":** The Tenant has examined the Container or will the opportunity to do so before its use, and acknowledges and agrees that the Container is satisfactory for all purposes for which Tenants shall use it and accepts the Container in its "as-is" condition. The Tenant acknowledges and agrees that ST. ALBERT SELF STORAGE LTD. has made no representations or warranties express or implied, of any nature what so ever in connection with the condition, safety, security or nature of the Container, and that ST. ALBERT SELF STORAGE LTD. shall not be liable for any latent or patent defects therein.

**10. Storage Location and Access.** The Tenant must provide one (1) full business day of advance notice to ST. ALBERT SELF STORAGE LTD. before the tenant will be permitted access to the container or part thereof, if access to the Container is required before or after the Gate Hours. ST. ALBERT SELF STORAGE LTD. may determine the call-out fee in its sole discretion on a case-by-case basis. The minimum charge for this is \$ 30.00

If the Tenant or any person to which Tenant provided access onto the Lands remains on the Lands after Gate Hours, without ST. ALBERT SELF STORAGE LTD. prior consent, the Tenant will be charged a fee which shall not be less than fifty dollars (\$50.00) per hour, or part thereof, for the Tenant's or other persons trespass. ST. ALBERT SELF STORAGE LTD. may determine the fee in its sole discretion of a case-by case basis.

**11: Lock:** A suitable lock for the door to the Container shall be provided by the Tenant at Tenant's sole cost and expense.

**12: Insurance:** The Tenant's Good are stored at the Tenant's sole risk and all property and contents insurance is the Tenant's sole responsibility. In the event that the Tenant does not obtain insurance coverage for the full value of the Tenant's Goods stored in the Container, the Tenant personally assumes all risk of loss or damage to or theft of the Tenant's Goods, 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 ST. ALBERT SELF STORAGE LTD.. Agents arising directly or indirectly in any way from any matter or thing placed in a Container by the Tenant. The Tenant agrees that ST. ALBERT SELF STORAGE LTD. does not list, review or inspect the contents of the Container, nor has interest in or concern with the value, quality or type of goods stored in the Container pursuant to this Agreement. The Tenant expressly agrees that the carrier of any insurance obtained by the Tenant's shall not subrogate any claim of the Tenant against ST. ALBERT SELF STORAGE LTD. or ST. ALBERT SELF STORAGE LTD. agents.

The Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

Tenants Initials \_\_\_\_\_

**13. Limitation of Liability & Indemnity:** ST. ALBERT SELF STORAGE LTD. agents will have no responsibility to the Tenant or to any other person for any loss, damage, claim, liability or injury from any cause whatsoever, including, without limitation, ST. ALBERT SELF STORAGE LTD. and ST. ALBERT SELF STORAGE LTD. agents active or passive acts, omissions, negligence or conversion. The Tenants agrees to indemnify, defend and hold harmless ST. ALBERT SELF STORAGE LTD. or ST. ALBERT SELF STORAGE LTD. agents, affiliates, authorized representatives and employees, and for any loss, liability, claim expense, damage to property or injury to person(s) howsoever caused that may arise out of the Tenant's use of the Container or entry on the Lands.

Tenants Initials \_\_\_\_\_

**14. Entry, Inspection and Repair:** The Tenant shall grant ST. ALBERT SELF STORAGE LTD. or ST. ALBERT SELF STORAGE LTD. agents or the representatives of any governmental authority, including police and fire officials, access to the Container and the premises where such Container may be located, if not on the Lands as required by applicable laws and regulations or in connection with ST. ALBERT SELF STORAGE LTD. exercising its rights and remedies in the event of the Tenant's default under this Agreement. In the event the Tenant shall not grant access to the Container as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Agreement, ST. ALBERT SELF STORAGE LTD. or ST. ALBERT SELF STORAGE LTD. agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove the Tenant's lock(s) and enter the Container for the purpose of examining the Container or the contents thereof or for the purpose of making repairs or alterations to the Container and taking such other action as may be necessary or appropriate to preserve the Container, or to comply with applicable law including any applicable local, provincial or federal law or regulation governing hazardous materials or to enforce any of ST. ALBERT SELF STORAGE LTD. rights. In the Event of any damage or injury to the Container or the Lands arising from the act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by ST. ALBERT SELF STORAGE LTD. to repair or restore the Container or the Lands 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 ST. ALBERT SELF STORAGE LTD..

**15. Packing, Packaging and Weight Restrictions:** The Tenant acknowledges and assumes full responsibility and liability for packing Tenant's Goods in the container and for securing the Tenant's Goods for over the road transportation. The Tenant further acknowledges that the maximum weight of the Tenant's Goods shall not exceed 10,000 lbs per Container. The Tenant further acknowledges that ST. ALBERT SELF STORAGE LTD. shall not be liable for ay damage to the Tenant's Goods for any reason, whether damage occurs while Container is

stored at ST. ALBERT SELF STORAGE LTD. location or elsewhere, or for damage occurring during moving of Container or during over the road transportation, or when Container is moved by ST. ALBERT SELF STORAGE LTD. for Tenants failure to make required payments to ST. ALBERT SELF STORAGE LTD. The Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

Tenants Initials \_\_\_\_\_

**16. Placement of Container:** ST. ALBERT SELF STORAGE LTD. will normally place a Container on a driveway or other paved surface immediately accessible from a street fronting the Tenant's premises. The Tenant understands that placement area shall have adequate width, depth and height clearance and maneuvering space. The Tenant authorizes ST. ALBERT SELF STORAGE LTD. to 1) drive on the Tenant's lawn or other non-paved area in order to place the Container in the area designated by the Tenant or to place the Container in an area lacking adequate clearance, and 2) drive on a paved surface. In either case the Tenant assumes full risk for all damage resulting from the placement of the Container and relieves ST. ALBERT SELF STORAGE LTD. from any responsibility for such damage. Additionally, the Tenant acknowledges that ST. ALBERT SELF STORAGE LTD. recommends against driving on the Tenant's lawn or non-paved, and certain paved areas. Any deliveries or retrievals of the Container requiring ST. ALBERT SELF STORAGE LTD. to access the Container by way of non-paved areas shall permit ST. ALBERT SELF STORAGE LTD., at its option, to assess the Tenant a service charge, which the Tenant agrees to pay. The Tenant agrees that it will not relocate the Container. In the event the Tenant has breached this section 16 and has relocated the Container, along with ST. ALBERT SELF STORAGE LTD. available remedies, the Tenant agrees to pay a fine to ST. ALBERT SELF STORAGE LTD., the dollar amount of which shall be determined by ST. ALBERT SELF STORAGE LTD. on a case-by-case basis, in ST. ALBERT SELF STORAGE LTD. sole discretion, and which dollar amount shall include any cost or shipping associated with the retrieval of the Container.

**17. Local Laws:** Ordinances and Regulations: The Tenant's use and placement of the Container may be subject to provincial, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. The Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from the Tenant's use or placement of the Container in violation of such ordinances, rules and/or regulations. If an authority requires ST. ALBERT SELF STORAGE LTD. to remove the Container from the address for Container drop off and pick up, as provided in Schedule "A", ST. ALBERT SELF STORAGE LTD. will attempt to notify the Tenant of such requirement, however, the Tenant gives ST. ALBERT SELF STORAGE LTD. full authority to comply with such requirements, and absolves ST. ALBERT SELF STORAGE LTD. of any liability for any resulting damage to the Tenant's property, the Tenant's Goods or the premises for the Container drop off and pick up and shall indemnify, defend and hold harmless ST. ALBERT SELF STORAGE LTD. from any claims for such damage. The Tenant further understands that should the Container be removed by any person other than ST. ALBERT SELF STORAGE LTD., the Tenant assumes all costs including, but not limited to, legal fees, transportation costs and removal and storage costs that are incurred with the Container retrieval and further agrees to pay ST. ALBERT SELF STORAGE LTD. for any damages that are associated with such removal and storage of the Container.

**18. Identification:** The Tenants will provide to ST. ALBERT SELF STORAGE LTD. his or her driver's license number or other personal identification acceptable to ST. ALBERT SELF STORAGE LTD. at time of initial rental of Container. This information will be used to identify the Tenant for the Tenant to gain access to the Lands and the Container. This identification shall be given by the Tenant to ST. ALBERT SELF STORAGE LTD. when requesting access or when scheduling a move or delivery of a Container. The Tenant agrees that ST. ALBERT SELF STORAGE LTD. shall have the right to refuse access to any person who does not provide the correct access identification.

**19. Condition of Container upon Surrender:** Upon expiration of the Term or earlier termination of this agreement, the Tenant shall remove all locks from the Container and shall vacate and surrender to ST. ALBERT SELF STORAGE LTD. the Container in accordance with the provisions of this Agreement, remove all debris, repair any damage caused by the removal of such debris and return the Container to ST. ALBERT SELF STORAGE LTD. in a broom-swept condition. The Tenant's shall, in the case of every removal, either during or at the end of the Term, make good any damage caused to the Container and the Lands by the removal.

**20. Change of Tenant's Contact Information:** In the event the Tenant changes the Tenant's contact information from that first written above, the Tenant shall give ST. ALBERT SELF STORAGE LTD. written notice by way of a hard copy letter or an email of any such change within 5 days of the change specifying tenant's current residence, alternate address and telephone and fax numbers.

**21. Relationship of ST. ALBERT SELF STORAGE LTD. and Tenant:** 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 agreement.

**22. Assignment and Transfer:** The Tenants is not permitted to assign, transfer or sublease the Container or any portion thereof. If the Tenant breaches this section 22, it shall be found in default of this Agreement and along with ST. ALBERT SELF STORAGE LTD.'s available remedies, the Tenant shall be subject to a penalty, the dollar amount of which shall be determined by ST. ALBERT SELF STORAGE LTD. on a case-by-case basis, in its sole discretion.

ST. ALBERT SELF STORAGE LTD. may assign or transfer this agreement without consent of the Tenant and, after such assignment or transfer, ST. ALBERT SELF STORAGE LTD. shall be released from all obligations under this Agreement occurring after such assignment or transfer.

**23. Enforceability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**24. Rules and Regulations:** The Tenant shall observe and cause its employees, invitees and all others to observe the Rules and Regulations. In the event there is a conflict between the terms and provisions of this Agreement and any of the Rules and Regulations, the terms and provisions of this Agreement prevail. All such Rules and Regulations are deemed to be incorporated into and form part of this Agreement, both at law in equity. ST. ALBERT SELF STORAGE LTD. is not responsible or liable to the Tenant for the non observance or violation by any other tenants of such Rules and Regulations or the non enforcement as against other tenants of such Rules and Regulations or any loss or damage arising out of the same.

**25. Force Majeure:** ST. ALBERT SELF STORAGE LTD. 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.

**26. Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the Province of Alberta and the Tenant hereby submits to the jurisdiction of any court of competent jurisdiction for such Province in any action or proceeding whatsoever by ST. ALBERT SELF STORAGE LTD. to enforce such rights hereunder.

**27. Entire Agreement:** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreement 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 representative of ST. ALBERT SELF STORAGE LTD.'s or ST. ALBERT SELF STORAGE LTD.'s agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Agreement may only be amended in writing by both parties.

**Acceptance:** The Tenant hereby accepts this rental of the Container to be held by it as tenant subject to the covenants, conditions and restrictions above and in the Schedule attached.

IN WITNESS WHERE OF the parties hereto have duly executed this Agreement as of the day, month and year set out above.

ST. ALBERT SELF STORAGE LTD.

TENANT(S)

\_\_\_\_\_

Signature: \_\_\_\_\_

Agent

\_\_\_\_\_