

STORAGE RENTAL AGREEMENT

BETWEEN:

ALL TIME MOVING AND STORAGE LTD.
P.O. Box 1239
Whistler BC V0N 1B0
Phone: 604-902-6683
Email: info@alltimemoving.ca

(the "Lessor")

OF THE FIRST PART

-and-

(the "Lessee")

OF THE SECOND PART

WHEREAS the Lessee has agreed to rent from the Lessor a storage locker (the "Locker"), located at 39100 Queens Way, Squamish, B.C., V8B 0K8 (the "Premises").

POD #

NOW THEREFORE in consideration of the terms and conditions described below and the other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Lessor and Lessee agree as follows:

- 1) **PREPAID RENTAL TERM:** This prepaid storage rental agreement shall commence on the date of this agreement and shall continue Month-to-Month thereafter until terminated as hereinafter set out.
- 2) **DEPOSIT:** Not required as part of this prepaid storage rental agreement.
- 3) **RENTAL:** Rental for the locker(s) during the prepaid rental term is _____ per Large Pod (7' x 9') per month, plus _____ per Small Pod (6' x 8') per month, plus applicable tax(es).

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Subsequent month-to-month rent is _____ per Large Pod (7' x 9') per month, plus _____ per Small Pod (6' x 8') per month, plus applicable tax(es), (until adjusted by the Lessor from time-to-time). Rent will be due and payable on the **monthly anniversary date** of your rental term. If the rent is not paid within fifteen (15) days of the due date, the Lessee agrees to pay a **\$50 late payment fee**, plus an additional **\$10 per day** for each day the account remains in arrears.

The Lessee also agrees to pay **\$2** per month per moving blanket rented. Volume of blankets required will be confirmed by the Lessee and our Foreman on site at the time of the job.

TOTAL BLANKETS IN USE:

NO PRORATING OF RENT OR BLANKET RENTAL for periods of less than 30 days, unless agreed upon in advance, and in writing, by the Lessor.

INITIALS

- 4) **PAYMENT METHODS:** Monthly storage fees, as specified in Section 3 above, will be billed on a recurring basis, to be paid by the Lessee using a credit card on file, as specified by the Lessee in the Automatic Credit Card Billing Authorization Form that accompanies this Agreement. Any alternative payment options must be pre-approved by the Lessor.

5) **DECLINED CREDIT CARD PAYMENTS:** The Lessee will be charged a **fifteen dollar (\$15.00) penalty fee** if the credit card on file is declined. Please ensure funds are available in your credit card account for the day of the month when the payment will be processed.

INITIALS

6) **STORAGE COMPLIANCE:** The Lessee shall not store any items which are in violation of any order or requirement imposed by any Federal, Provincial or Municipal Government Agency in the Province of British Columbia, or which creates a nuisance within the Lessor storage facility.

FLAMMABLE MATERIAL, TOXIC OR NOXIOUS MATERIAL, OR ORGANIC CHEMICALS OF ANY KIND ARE STRICTLY PROHIBITED. FOOD PRODUCTS ARE ALSO STRICTLY PROHIBITED. The Lessor reserves the right to inspect and supervise the placement of all items in the Locker to ensure compliance.

INITIALS

7) **INSURANCE AND WARRANTIES:** The Lessor will maintain fire and other hazard insurance on the Premises, as the Lessor in its sole discretion may deem advisable.

The Lessor, to the extent permitted by the laws of the Province of British Columbia, shall not be responsible to the Lessee or to any other party for any damages suffered by the Lessee, whether by loss, theft, fire, water damage, temperature variation, or any cause whatsoever. The Lessor makes no representation or warranties as to fitness of the Locker for the particular or general purpose of the Lessee.

The Lessee expressly acknowledges and agrees that the property stored in the Locker is at the sole risk of the Lessee.

The Lessee shall, at the Lessee's expense, maintain a policy of fire, extended coverage, burglary, vandalism, and malicious insurance for the actual cash value of any property stored by the Lessee in the Locker. This insurance is for the benefit of both the Lessee and the Lessor. The Lessee expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the Lessee against the Lessor, the Lessor's agents, or employees.

INITIALS

8) **ACCESS TO LOCKER: THIS IS NOT A SELF-STORAGE FACILITY.** Access to a Locker on the Premises requires a forklift operator to be on site to bring a Lessee's Locker forward using a forklift. This service must be arranged in advance by appointment. **A minimum of FOURTEEN (14) DAYS WRITTEN NOTICE is required to arrange access,** unless otherwise agreed to by the Lessor.

The Lessee agrees to pay a Warehouse Handling Fee to the Lessor for this service, as follows:

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- a) First Locker: \$120.00 (includes up to One (1) Hour of On-Site Access Time or Forklift Operator Labour)
- b) Additional Locker(s): \$50.00 per Locker (includes up to One (1) Hour of On-Site Access Time or Forklift Operator Labour per Locker)

If On-Site Access Time or Forklift Operator Labour exceeds one (1) hour per locker, additional time will be billed at a rate of \$50 per hour, charged in quarter-hour increments.

For urgent access, a **\$150 LATE NOTICE ACCESS FEE** will apply (in addition to the basic Warehouse Handling Fee).

9) **TERMINATION:** This agreement may be terminated by the Lessee upon the expiry of the prepaid rental term. **Minimum Fourteen (14) days written notice required.** The Lessor reserves the right to terminate this agreement by written notice, in advance, should the Lessee not conform to this agreement's terms and conditions – in particular, outstanding balances due, storage compliance, and insurance and warranties.

Subsequent month-to-month rental can be terminated by either party hereto upon a minimum **Fourteen (14) days written notice** of the date of termination.

The Lessee will return the Locker in move-in condition. Damages will be assessed accordingly and charged to the Lessee. Removal of all property from the Locker and full settlement of the account balance must be completed by the date of termination.

10) WAREHOUSEMAN'S LIEN: If the Lessee's account goes into arrears or is otherwise unpaid, **THE LESSOR CLAIMS A WAREHOUSEMAN'S LIEN** on goods deposited with the warehouse for storage, whether deposited by the owner of the goods or by the owner's authority, or by any person entrusted with the possession of the goods by the owner or by the owner's authority.

The lien will be in an amount that includes the Lessor's charges for all of the following:

- a) All lawful charges for storage and preservation of the content in the Locker;
- b) All lawful claims for money advanced, late fees, interest, insurance, transportation, labour, and other expenses in relation to the goods; and
- c) All reasonable charges for any notice required to be given under this Act, and for notice and advertisement of sale, and for sale of the goods if default is made in satisfying the Warehouseman's Lien.

Upon fourteen (14) days written notice as to the time and place of sale being given to the Lessee in writing, the Lessor may sell by public or private sale or auction, all or any part of the chattels for whatever price can be obtained, with the proceeds of sale to be applied firstly to the expense of sale, solicitor's or bailiff costs, and any additional reasonable costs incurred, and any rent of other sums of money due or to become due to the Lessor under this agreement. Any balance remaining, together with any unsold chattels, if any, shall be delivered to the Lessee.

11) ABANDONMENT OF PROPERTY: Any property which shall remain in the Lessee's Locker either after the expiration or termination of this agreement or if the Lessee's account is in arrears by more than sixty (60) days, shall be deemed to have been abandoned and either may be retained by the Lessor as its own property or sold. Upon the sale of such property, the Lessor will apply the proceeds to the cost of moving, storage and/or disposal, as well as any late fees, arrears, and damages in accordance with the law. Upon enforcement of this lien, the Lessor's liability for goods stored is limited to one (\$1.00) dollar per square foot of rented area.

12) ABANDONMENT OF LOCKER: The Lessor and Lessee agree that in the event a notice to terminate the storage rental agreement has been given by the Lessor to the Lessee and the Lessee has not occupied or paid for the rental of the Locker for the fifteen (15) days after the notice of termination, then the Locker may be deemed abandoned by the Lessee and the Lessor may re-enter and take immediate possession of the Locker, consider the agreement terminated, and rent the Locker.

13) LEGAL AND BAILIFF FEES: In the event legal or bailiff fees, or any other expenses, are incurred by the Lessor due to the Lessee's default or breach of this agreement, the Lessee hereby agrees to pay said legal or bailiff fees, costs, and expenses in connection therewith.

14) REMEDIES OF THE LESSOR: The Lessee agrees with the Lessor that, in addition to the other remedies of the Lessor, in the event of default of payment of rent or other sums due to the Lessor under this agreement, or in the event of any covenant or agreement in this agreement required to be observed or performed by the Lessee, the Lessor may, without notice to the Lessee, re-enter and take immediate possession of the chattels stored in the Locker.

INITIALS

15) LIABILITY: The Lessee shall hold the Lessor and his agents harmless from all claims or loss or damage to property and of injury to persons caused by the acts or negligence of the Lessee, occurring on the premises rented for the Lessee’s exclusive use. The Lessee hereby expressly releases the Lessor from any and all liability or loss or damage to the Lessee’s property or effects arising out of fire, explosion, water leakage, breaking pipes, theft, or any other cause except for willful acts on the part of the Lessor.

16) ASSIGNMENT OR SUBLETTING: The Lessee shall not sublet or assign all or any portion of the Locker or any portion of the Lessee’s interest therein without prior written consent of the Lessor.

17) RULES: The Lessee agrees to abide by all rules and policies that are posted and are now in effect or that may be put into effect in the future.

18) ADDRESS CHANGE: The Lessee must supply any change of address or change of telephone number to the Lessor within seven (7) days of said change.

19) GENERAL:

- (a) Headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- (b) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- (c) Should any portion of this Agreement be found to be invalid or unenforceable, that portion shall be considered separate and severable from this Agreement and the other provisions in this Agreement shall remain in full force and effect.
- (d) The Lessee shall not assign the benefit of this Agreement without first obtaining the consent in writing of the Lessor. The Lessor may assign the benefit of this Agreement to any person or corporation.
- (e) No assent to or waiver of any breach of any one or more of the terms of this Agreement shall be effective unless such waiver or assent is in writing, nor shall any such assent of waiver excuse the performance of any act other than the act specifically referred to in such waiver.
- (f) The Lessor’s remedies hereunder by law or statute are cumulative and not exclusive and such remedies may be resorted to in such order and in such combinations as the Lessor sees fit.
- (g) Whenever the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so required hereof and all covenants herein shall be construed to the joint and several when applicable to more than one party.

THE LESSOR

By: _____
Name: All Time Moving & Storage Ltd

Date: _____

THE LESSEE

By: _____
Name: _____

Date: _____



PO Box 1239
Whistler BC V0N 1B0
Phone: 604-902-6683
Email: info@alltimemoving.ca

Automatic Credit Card Billing Authorization Form

For automatic billing, please complete the information below. We will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

CUSTOMER INFORMATION	
Customer Name:	
Customer Phone:	
PAYMENT INFORMATION	
Amount (including Taxes):	
Frequency:	
Billing Start Date:	
End Billing When:	
<input type="checkbox"/> Customer Provides Written Cancellation and/or	
<input type="checkbox"/> Customer Moves Out of Unit and/or	
<input type="checkbox"/> Customer Returns Item(s) Rented	
CREDIT CARD INFORMATION	
Card Type:	
<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa	
Card Number	Expiration Date:
Cardholder Name (as Shown on Card)	
Cardholder Billing Address (City, Province, Postal Code):	

I, _____ authorize **ALL TIME MOVING AND STORAGE LTD.** to automatically bill my credit card as specified above.

Signature

Date