

STORAGE4ALL
PORTABLE STORAGE CONTAINER RENTAL AGREEMENT

This Portable Storage Container Rental Agreement (hereinafter the "Agreement") is made by and between Storage4All, 1000 Wye Valley Road, Midland, Ontario L4R 4K6 (hereinafter the "Lessor") and:

(print name)

(hereinafter jointly and severally the "Tenant") whose mailing address is:

(address)

(postal code)

and whose contact #'s are:

(home)

(business)

(cell)

(email)

(Driver's Licence #)

OTHERS AUTHORIZED TO OBTAIN ACCESS TO CONTAINER (please print)

DELIVERY

The Portable Storage Container will be delivered to the following address and remain there for the duration of the rental agreement at which time it will be picked up (empty of any contents) and returned to our facility:

(address)

OR

The Portable Storage Container will be delivered to the following address to be filled by the Tenant and returned to our facility for the duration of the term and then returned to the Tenant to be emptied of its contents:

(address)

STORAGE4ALL
PORTABLE STORAGE CONTAINER RENTAL AGREEMENT

RENTAL FEES: (8' x 8' x 20' Container)

\$210.00 per 4 week period at customer's location – or any part of a 4 week period
\$225.00 per 4 week period at our heated storage facility – or any part of a 4 week period
\$125.00 delivery charge (can vary on actual location)
\$125.00 pick up charge (can vary on actual location)

***RENT FOR A 3 MONTH PERIOD AND RECEIVE ONE FREE CONTAINER MOVE*

***Above prices are subject to HST.*

PAYMENT METHOD (We require a valid credit card on file) (Sorry we do not accept cheques)

Cash _____
Visa _____ I choose automatic monthly payments on Visa _____
Mastercard _____ I choose automatic monthly payments on M/C _____
Debit _____
Other _____

(Name on Card) (Credit Card #) (Expiry Date) (3 Digit # on Back)

Authorized Signature On Credit Card: _____

RENTAL TERM

Rental term to commence the: _____ day of _____, 20____

Rental term to end the: _____ day of _____, 20____

Lessor and Tenant hereby agree that Lessor rents to Tenant and Tenant rents from Lessor, the portable storage container identified herein. Tenant has inspected the storage container and acknowledges that the container is satisfactory for intended use by Tenant. The container may be used by Tenant for storage either at an address designated by Tenant or at the Lessor's storage facility as follows:

1. At the Tenant's location, Tenant hereby authorizes Lessor to enter upon the property herein designated by the Tenant whenever Lessor deems it necessary to enforce any of Lessor's rights covered by this rental agreement or by any Provincial or Federal law. Tenant hereby warrants to Lessor that Tenant has ownership of said property or is an authorized agent of the owner of such property, and that Tenant has the right and authority to permit Lessor's unrestricted entry upon such property as required.

*****Initial _____

2. At Lessor's storage facility, Tenant shall have access to the storage container at the Lessor's storage facility only during specified hours which are normally 9:00 am to 4:00 pm Monday through Friday and by calling prior to required access date to set up time of arrival.

****Initial _____

RENTAL TERMS AND CONDITIONS

1. Rental Term

The term of this Rental Agreement shall be 4 weeks beginning as at the date above which was chosen by the Tenant and shall continue on a 4 week basis tenancy until terminated. The initial 4 week rental shall be due in advance of the commencement of the term, which was chosen by the Tenant. Subsequent 4 week rental periods shall be due prior to the commencement of the additional 4 week rental period. Tenant must pay to the Lessor each 4 week rental period in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. The minimum rental period shall be FOUR (4) weeks. Tenant shall not be entitled to a refund of any paid rent for the first 4 week rental period under any circumstances, whether or not the storage container continues to be in use by Tenant or whether Tenant elects to have the container picked up by Lessor prior to the end of the first 4 week rental period. If Tenant elects to terminate this Rental Agreement after the first 4 week rental period has passed, Tenant will be entitled to a Pro Rated portion of the unused funds. Delivery and Pick-Up charges are NOT refundable. The 4 week rental amount may be increased by the Lessor giving notice to Tenant no less than Thirty (30) days prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in effect regardless of any such increase.

*****Initial_____

2. Rental Fees

All Rental Fees are subject to HST of 13%, and are due and payable in advance as defined herein. Late charges shall be assessed if fees are paid after a payment due date. A late fee of \$15.00 will be assessed for all late payments. If rental fees remain unpaid for a period of 25 days after the due date, an additional late fee of \$15.00 will be applied to your account and the unit will be locked and access restricted or the unit will be returned to our facility. After 45 days delinquent, the unit will be assessed for public auction. Accepted forms of payment are Cash, Visa, Mastercard, Debit and Certified Cheques or Money Orders. A valid credit card must be on file even if an alternate payment method is selected. Tenant authorizes Lessor to charge credit card for any rent or fees due if Tenant is delinquent for more than THREE (3) days even if Tenant has selected another method of payment. Tenant will be charged an additional \$75.00 fee for credit card processing transactions that can not be completed: i.e. over limit, incorrect expiry date, cancelled card, etc.

*****Initial_____

3. Use of Container – General

Only property that the Tenant owns or is an authorized agent of said property shall be stored. Tenant will not store property which belongs to another or in which another has right, title or ownership interest. No perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials will be stored by the Tenant. Tenant shall not use the container to store any personal property or other property in the container which would violate any law or regulation of any government authority. Tenant acknowledges and agrees that the container is not intended for or suited to the storage of irreplaceable property, books, records, writings, works of art, heirlooms, precious archives or other items for which there is no immediate resale market, or for objects having emotional value or records relating to the stored goods. Tenant acknowledges that the container is for storage of personal property only and may not be used for human or animal habitation. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to its' requirements.

*****Initial_____

RENTAL TERMS AND CONDITIONS

4. Use of Container – Compliance With Law

Tenant shall NOT use the container for the storage of hazardous materials or for any other property where storage in such a container is in violation of any law or ordinance in effect at the place where the container is located. Tenant agrees to pay the cost of remediation of any damage to the container resulting from the storage of any such property or any other property, in the container whether such damage be physical in nature or otherwise. The Tenant hereby acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its' requirements.

*****Initial_____

5. Packing / Packaging / Weight Restrictions

Tenant assumes full responsibility and liability for packing Tenant's property and packing Tenant's property into container and removing property from container. Tenant assumes responsibility for securing and tying down property for road transportation. Tenant acknowledges that maximum weight of Tenant's property contained in the container shall NOT exceed 8000 pounds. Tenant further acknowledges that Lessor shall not be responsible or liable for any damage to Tenant's property for any reason, whether damage occurs while unit is stored at Tenant's or Lessor's designated location, or for damage occurring during moving of container or during over the road transportation, or when container is moved by Lessor for Tenant's failure to make required payments to Lessor. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its' requirements.

*****Initial_____

6. Insurance

ALL PROPERTY STORED BY TENANT IS STORED AT TENANT'S SOLE RISK AND RESPONSIBILITY, AND ALL PROPERTY AND CONTENTS INSURANCE IS TENANT'S SOLE RESPONSIBILITY.

Tenant may obtain insurance from any insurance provider of Tenant's choice for the property stored in the container. In the event Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the container, Tenant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism, vermin, water, dampness, mould, mildew, etc. Tenant understands and agrees that Lessor does not list, review or inspect the contents of the container, nor has interest or concern with the value, quality or type of goods stored in the container pursuant to this Rental Agreement. Lessor and Lessor's agents, affiliates, authorized representatives and employees and/or STORAGE4ALL, will not be responsible or have responsibility for any loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents, and Tenant hereby releases from Lessor and Lessor' agents from any such responsibility. Tenant waives any right of recovery against Lessor or Lessor's agents for the Released Claims herein. Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not subrogate any claim of Tenant against Lessor or Lessor's agents. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO TENANT'S PROPERTY FOR ANY REASON WHETHER OCCURRING DURING OVER THE ROAD TRANSPORTATION WHEN THE CONTAINER IS MOVED BY LESSOR, FOR FAILURE OF PAYMENTS BY TENANT, OR IN ANY OTHER MANNER. Tenant acknowledges that he/she understands the provision of the paragraph and agrees to these provisions and that insurance is the Tenant's sole responsibility.

*****Initial_____

RENTAL TERMS AND CONDITIONS

7. Access To Container and Scheduling A Move

Tenant will provide driver's license number or other personal identification to Lessor at the time of initial rental of container. This number will be used by Lessor to identify Tenant and grant access to the container rented by the Tenant and is being stored in Lessor's storage facility. This number will also be required to be produced to Lessor for Tenant to schedule a move of the container. Tenant agrees that Lessor shall have the right to refuse access to any person who does not provide the correct access identification. Tenant and/or his/her authorized representatives may have access by notifying Lessor in advance and providing identification.

*****Initial_____

8. Limitation of Liability

Neither Lessor or Lessor's agents have responsibility of any kind to Tenant or any person or representative of Tenant for any loss, expense, damage, claim, liability or injury to persons from any cause. This Limitation of Liability shall include, without limitation, any cause or act by Lessor or Lessor's agents whether active or passive, or by omissions, negligence or conversion, except for the event of Lessor's fraud, wilful injury or wilful violation of law.

9. Indemnification

Tenant shall indemnify and hold Lessor and Lessor's agents harmless from any loss in any manner whatsoever, which may arise out of Tenant's use of the storage container or of Lessor's designated storage location.

10. Placement of Storage Container

Lessor will normally attempt to place container on a paved surface or driveway. Tenant acknowledges that the designated container "parking" area must have adequate height, depth, width and manoeuvring space. Tenant also acknowledges that it may be necessary for Lessor to move vehicle and container on lawn or other unpaved area in order to place container in the "parking" area designated by Tenant. Tenant hereby relieves Lessor from any responsibility for property damage that occurs from placement or manoeuvring of the container. Tenant acknowledges that it may be necessary for Lessor to refuse to place container at Tenant's designated "parking" location when Lessor identifies lack of safe or risk free conditions, and Tenant acknowledges that Lessor may levy a surcharge for difficult placement of container. In the event that the Lessor is unable to place the container at the Tenant's desired location, the Tenant agrees to pay the regular drop off fee for the work attempted.

*****Initial_____

11. Access To Container

Tenant shall provide access to the container to Lessor, Lessor's agents, Police, Fire Officials or other government authorities as required. Should Tenant refuse or fail to provide access as required, or in the event of emergency or default of the Tenant's responsibilities stated herein, Lessor, Lessor's agents or any government authority shall have the right to remove Tenant's lock and enter the container to examine the container and its contents or to make repairs or alterations or to take such other action as deemed appropriate in the circumstances. In the event the container has been damaged or the Lessor's designated storage location is damaged in any manner arising from the deliberate or negligent acts or omissions of the Tenant, all expenses incurred upon Lessor to make repairs including any expenses to cover investigation of site conditions, or work to clean up, remove or restore container or comply with any applicable law or regulation, shall be paid by Tenant as additional rent and shall be due upon demand by Lessor.

RENTAL TERMS AND CONDITIONS

12. Lock

A lock suitable to secure container shall be supplied by Tenant at Tenant's own expense. Lessor shall not receive from Tenant, any combinations or keys to said lock.

13. Alterations, Modifications and Movement

Tenant shall not make any alterations, modifications or attachment to the container without the prior written consent of the Lessor. Tenant shall not move container from the location where it is placed by Lessor without the prior consent of Lessor in writing.

14. No Warranties By Lessor

No warranties, either expressed or implied, are made by Lessor to Tenant. Further, Lessor makes no guarantees or representation regarding the condition, safety, security or nature of container or the Lessor's designated storage location. Tenant hereby acknowledges that he/she has inspected the containers and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

15. Remedies For Breach

If Tenant fails to make any payment of any amounts payable herein, as and when such payment becomes due and/or if Tenant defaults in the performance of any of its other obligations hereunder, and such non-payment or other default continues for a period of SEVEN (7) consecutive days, then all unpaid rent and all other amounts payable hereunder, shall be forthwith due and payable in their entirety and Lessor shall have the rights, at Lessor's election or at any time while such default continues, to Terminate this Rental Agreement by giving notice to Tenant, in which case Tenant shall immediately surrender container to Lessor. Should Tenant refuse or fail to surrender container to Lessor, Lessor may enter upon Tenant's property and take possession of container, and Tenant's property stored in the container, and expel or remove Tenant without being liable for prosecution or any claim of damages therefore. Tenant hereby agrees to pay Lessor or demand for the amount of all loss and/or damage which Lessor may incur by reason of termination, whether because of inability to relet the container on satisfactory terms or otherwise. Lessor's application of the remedies hereto shall not preclude Lessor from Lessor's right to seek any other remedies provided for under the applicable laws of the Province of Ontario or under this Rental Agreement.

RENTAL TERMS AND CONDITIONS

16. Lessor's Lien

TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINERS, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE TENANT FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN "**COMMERCIAL TENANCIES ACT / REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO**" AND CUMULATIVE THEREWITH. SHOULD TENANT DEFAULT IN THE PAYMENT WHEN DUE OR ANY INSTALMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT, LESSOR MAY SEIZE AND DISPOSE OF TENANT'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED UNDER "**COMMERCIAL TENANCIES ACT / REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO**" AND CUMULATIVE THEREWITH. NOTICE SHALL BE DELIVERED TO TENANT OF ANY SUCH SURPLUS OR DEFICIENCY AND ANY SUCH SURPLUS SHALL BE DISPOSED OF AS REQUIRED BY LAW AND TENANT SHALL PAY ANY DEFICIENCY FORTHWITH. FOR THE PURPOSES HEREOF, ANY NOTICE REQUIRED TO BE DELIVERED TO TENANT BY LESSOR SHALL BE DEEMED TO HAVE BEEN DELIVERED WHEN RECEIVED. IF DELIVERED IN PERSON, OR WHEN SUCH NOTICE IS ADDRESSED AND MAILED TO TENANT, POSTAGE PREPAID, TO THE ADDRESS PROVIDED BY TENANT IN THE RENTAL AGREEMENT OR AT SUCH OTHER ADDRESS AS TENANT SHALL HAVE NOTIFIED LESSOR BY GIVING WRITTEN NOTICE TO LESSOR AT THE ADDRESS SPECIFIED FOR LESSOR IN THIS RENTAL AGREEMENT.

*****Initial_____

17. Termination By Tenant

Tenant may terminate this Rental Agreement at any time after the expiration of the first term, by giving a 3 business-day notice to Lessor. Tenant hereby acknowledges that the minimum rental term for the container is FOUR (4) weeks and no refund of rents shall be made should Tenant elect to terminate the Rental Agreement before the first 4 week rental period has expired. If Tenant elects to terminate this Rental Agreement after the first 4 week rental period has passed, he/she will be entitled to a Pro-Rated refund of the unused funds. Delivery, pick-up fees and any other charges due are NOT refundable.

*****Initial_____

18. Termination By Lessor

Lessor may terminate this Rental Agreement at any time by delivering to the Tenant not less than SEVEN (7) days notice of such cancellation which may be delivered by hand, by e-mail, by fax or by registered mail to the Tenant. The termination of the Agreement by Lessor will not affect Lessor's right to pursue any remedy available to it under this Rental Agreement or otherwise available to Lessor under law.

19. Condition of Container at Termination

Tenant shall remove all of Tenant's property from the container upon termination for any reason, unless such property is subject to Lessor's lien rights, described herein, and shall immediately surrender container to Lessor in the same condition as when delivered to Tenant by Lessor at the beginning of the Rental Agreement, reasonable wear and tear excepted. Tenant must sweep and remove all debris from container or a cleaning and/or debris disposal fee will be added in addition to any other charges.

RENTAL TERMS AND CONDITIONS

20. Release of Tenant Information

Lessor is hereby authorized by Tenant to release any information regarding Tenant and Tenant's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.

21. Notices

Any notices or demand required to be given under the terms of the Rental Agreement, except as otherwise specifically provided, may be personally served or may be served by first class or registered mail, with postage prepaid and addressed to the party to be served. Any notice sent by first class mail shall be deemed delivered on the third business day following the date of mailing with postage fully prepaid and addressed in accordance with the provisions hereof. For the purposes hereof, any notice required to be delivered to Tenant by Lessor shall be deemed to have been delivered, if delivered in person, or when such notice is addressed and mailed to Tenant to the address provided by Tenant in this Rental Agreement or at such other address as Tenant shall have notified Lessor by giving written notice to Lessor at the address specified for the Lessor in the Rental Agreement.

22. Change of Address and Phone Numbers

Tenant shall give notice to Lessor of any change of address and/or phone numbers different from the address and/or phone numbers provided in this Rental Agreement with FIVE (5) days of the change, providing current address and phone numbers.

23. Assignment

Tenant shall not sublet or assign the container or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and by such assignment or transfer; Lessor shall be released from all obligations under the Rental Agreement occurring after such assignment or transfer.

24. Time and Succession

Time is of the essence in regards to this Rental Agreement. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

25. Construction/Severability

This Rental Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision of the Rental Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision of part thereof and the remaining part of such provision and all other provisions of the Rental Agreement shall continue in full force and effect.

RENTAL TERMS AND CONDITIONS

26. Local Ordinances and Regulations

Tenant's use of container is subject to county, city, provincial and local ordinances, rules and regulations including deed and the homeowner restrictions. Tenant assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Tenant's use of the container. If the container is required to be moved by a governing agency or authority from the Tenant's property or assigned location for the container, Lessor will attempt to notify Tenant of such requirement. Tenant hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Tenant's property. If Tenant is renting or leasing the property where the containers is located, other than property owned by Lessor, and the landlord of the property requests that the container be moved or relocated. Tenant hereby gives Lessor full authority to comply with the landlord's request, absolves and holds Lessor harmless from any liability for any resulting damage to landlord's or Tenant's property, and Tenant is fully responsible for all cost incurred.

27. Entire Agreement

This Rental Agreement sets forth the entire agreement between the parties hereto and supersedes and all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Tenant is authorized to make any representations, agreements, or warranties other that expressly set forth herein. This Rental Agreement may only be amended by writing agreed to and executed by the parties hereto.

IN WITNESS WHEREOF, the said parties have hereto executed this Rental Agreement and agree to be bound by all of the provisions herein contained.

TENANT

LESSOR

Company Name: _____

Company Name: STORAGE4ALL _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____