

## RENTAL TERMS & CONDITIONS

PLEASE READ THIS AGREEMENT AND REGULATIONS PRIOR TO SIGNING

**1. RENTAL OF SPACE:** Lakecity Storage Ltd. (the "Company") hereby agrees to rent the Customer the designated Space mentioned above (or a comparable alternative space) solely for the purpose of storing the vehicle, recreational vehicle, boat, motor craft, or storage container (the "Unit") described above, at the storage facility located at the above address (the "Premises") during the Term of this Agreement on the terms and conditions contained herein. This rental is governed by the terms and conditions outlined in this Agreement and will continue for the Initial Storage Term and any automatic monthly extensions, collectively referred to as the "Term." Only one Unit may be parked in the Space, and the Customer must ensure that the Unit does not exceed the Space's length. The Company reserves the right not to extend the Term, provided the Customer receives at least 10 days' written notice. In the absence of such notice, the Term will automatically renew for successive six-month periods, unless this Agreement is terminated earlier as outlined in the terms herein.

**2 RENT AND REFUND POLICY:** (a)The Monthly Rent and the Initial Term Rent payable under this Agreement are collectively referred to as the "Rent". Rent is based on a one-month period, beginning on the Commencement Date, and is due on the same date each month for the duration of the Term. The Rent must be paid on or before the date of this Agreement, and thereafter, rent shall be paid in advance for each one-month period (or as otherwise agreed). The Company reserves the right to accept payment only by credit card, debit card, or money order, and may refuse any cheque submitted by the Customer. The Customer may pre-pay the Rent for all or a portion of the Term without bonus or penalty. The Company shall charge Rent in minimum increments of one month and Rent shall not be pro-rated or refunded for fractional portions of months.

(b)Refund Policy: The minimum rental term is one (1) month. No refunds will be issued if the Customer vacates before the end of the agreed rental period. Any unused portion of the Term after move-out is forfeited to the Company.

(c) By signing this Rental Agreement, the Customer authorizes Lakecity Storage Ltd. to automatically charge their credit card for all Rent and applicable fees as they become due, unless this Agreement is cancelled in writing at least 10 days prior to the expiration date.

**3 CUSTOMER'S PRIVILEGES:** As long as this Agreement remains in effect and the Customer is not in breach with its terms, the Customer is entitled to:

- (a) use the designated Space solely for parking or storing a Unit that the Customer lawfully owns or possesses; and
- (b) access the Space during the access hours posted by the Company.
- (c) Only one Unit may be parked in each stall unless prior authorization is granted.

The Customer understands and agrees that access to the Space may be subject to limitations. The Company reserves the right to modify access hours at its discretion for business or security purposes without prior notice. Any changes will be posted on-site at the Premises.

**4 RISK:** The Customer acknowledges that the Premises are not supervised or monitored, and that the Unit is stored outdoors, exposed to weather and environmental conditions. The Customer further acknowledges that other individuals will have access to the Premises, and the Company is not liable for their actions. The Customer accepts full responsibility for storing the Unit at their own risk. The Customer is required to obtain and maintain comprehensive all-perils insurance for the duration of this Agreement to cover any potential loss or damage to their stored goods. This includes, but is not limited to, loss, theft, vermin or rodent damage, fire, water damage, frost, breakage, rain, flood, snow, hail, or any other cause.

**5 INSURANCE:** The Customer is solely responsible for insuring the Unit. The Customer acknowledges that the Company does not provide or maintain any insurance coverage for the Unit. The Customer warrants that they are solely responsible to obtain and maintain insurance for any property stored on the Company's premises.

**6. ADDITIONAL FEES:** In addition to the Rent, the Customer shall pay the following additional fees to the Company: (a) A late fee of \$25.00 will be charged if Rent payments are not paid within seven (7) days of the due date and will be added to the total outstanding account balance (b) A processing fee of \$25.00 will be charged for returned payments, returned cheques or NSF cheques.(c) An environmental clean-up fee of \$150.00 will apply if the Space is left in an unclean condition, has not been properly reclaimed or restored by the Customer, or if the Customer has discharged or leaked any contents from water storage or propane tanks on the Premises or within the Space.(d) If the Customer's Unit is not properly centered within their designated Space and prevents an adjacent customer from accessing or parking in their own stall, the Customer must reposition their Unit within twenty-four (24) hours of receiving notice from the Company. If the Unit is

not repositioned within that time frame, the Company will relocate the Unit and a \$50.00 fee will be charged to the Customer. (e) A termination fee equivalent to one month's rental charge will apply if the Customer does not provide at least ten (10) days' notice prior to removing the Unit from the Space.

**7. COMPANY'S RIGHT TO DISTRAIN UPON THE UNIT:** If the Customer fails to pay Rent when due and does not remedy the breach within 30 days after receiving notice from the Company, the Company may take action to seize the Unit and/or its contents, including removal and sale. The Customer is responsible for all expenses, costs, legal fees on a solicitor-client basis, and any other charges incurred by the Company as a result of the breach.

Proceeds from any such sale will be applied in the following order: first, to cover all outstanding Rent and Additional Fees owed by the Customer, including Rent due through the end of the Term; second, to cover any related expenses, costs, legal fees, and other charges incurred by the Company; and third, any remaining balance will be paid to the Customer or deposited with the Court.

The Customer releases the Company, along with its agents, employees, contractors, and affiliates, from any and all liability, loss, damages, or costs arising from the seizure and sale of the Unit or its contents.

**8. DEFAULT IN PAYMENT:** The Customer will be considered in default automatically if any Rent, Fees, or Charges are not paid when due, without the need for additional notice. If the Customer fails to pay Monthly Rent or other charges, and the Unit must be secured, removed, or stored, the Customer remains responsible for all Rent, fees, and charges up to the date payment is made in full and the Unit is removed by the Customer. If the Company removes and stores the Unit instead, the Customer remains liable for all outstanding Rent, fees, and lawful charges up to the date of removal, and will also be responsible for ongoing charges, including storage costs. These storage costs are agreed to be no less than twice the Monthly Rent. The Company may store the Unit in any available space, regardless of whether the storage fee is higher or lower than the Monthly Rent, and shall not be liable for any damage or inconvenience caused by such relocation. In the event of nonpayment, the Company may require future payments to be made via credit card, debit card, or money order. The Customer authorizes the Company to charge any outstanding balances, fees, and interest to the credit card provided.

**9. RECLAMATION:** Upon the expiration of the Term, the Customer must restore the Space to its original condition, as it was at the start of the Term, to the

satisfaction of the Company. This includes, but is not limited to, cleaning up any oil or fluid spills and removing all debris and waste from the Space.

## **10. USE, MAINTENANCE AND REPAIR:**

(a) The Customer may access the Space only for storing, retrieving, or removing the Unit and its contents. The Space must not be used for any other purpose or in a way that causes waste, nuisance, or unreasonable disturbance to the Company or other customers. The Customer shall use the Space in a manner that is respectful and courteous to other customers and shall not damage the property of any other customers.

(b) The Unit may only be parked or stored in the Space if the Customer owns the Unit or has the owner's authorization. All contents of the Unit must be stored inside the Unit, and all attachments to the Unit such as wheel covers and tarps must be securely fastened. Customers shall obey the rules and regulations posted at the Premises.

c) The designated slot for the Unit must remain clear of any loose items on the ground, including but not limited to batteries or tires. These slots are strictly for vehicle storage. Customers may not use the Space to store personal belongings outside or within the Unit, other than the agreed-upon vehicle.

(d) The Space may not be used for any illegal activities.

(e) The Customer is responsible for maintaining and restoring the Space to the Company's satisfaction, including cleaning any spills (such as oil or fluids) resulting from their use.

(f) The Customer shall not:

- (i) Smoke in or around the Space or Premises;
- (ii) Post any signs, notices, or advertisements on the Space or Premises;
- (iii) Perform repairs, fabrication, mechanical work, or similar activities on the Space or Premises.

**11. COMPANY'S RIGHT TO ENTER:** The Company, including its employees, contractors, or agents, may enter the Space at any time for any reason, including verifying compliance with this Agreement or in case of an emergency. No prior notice is required for such entry. In emergencies or when removing, storing, or selling the Unit as outlined in this Agreement, the Customer authorizes the Company to enter the Unit using reasonable means as necessary.

**12. Relocation of Vehicle:** The Company reserves the right to relocate your RV, boat, or vehicle to a different parking stall for emergency, maintenance, repair, or any other reason. This relocation may be permanent and will be done at the Company's discretion and at no cost to the Customer.

**13. NO LANDLORD-TENANT RELATIONSHIP:** This Agreement is strictly for storage purposes and does not create a landlord-tenant relationship of any kind, including but not limited to residential, commercial, or retail tenancy. The Customer acknowledges that they are not entitled to quiet possession of the Space and do not hold any tenancy rights under common law or statute.

**14. PROHIBITED USE AND PROHIBITED ITEMS:** (a) The following activities are strictly prohibited and will be considered serious breaches of this Agreement, allowing the Company to terminate it immediately:

- No living, camping, or overnight stays in the Space or Unit.
- No business operations, commercial activity, or advertising.
- No dumping or leaking of tanks (clean, grey, black water, or propane).
- No smoking, open flames, or fires.
- No signs, structures, or modifications to the Space or Premises.
- No repairs, mechanical work, fabrication, or use of power tools.
- No property damage, including to land, fences, stall markings, or Company assets.
- No animals or livestock.
- No illegal activity of any kind.
- No unauthorized access or sharing of access codes.
- No social gatherings on the Premises or in the Unit.

(b) The Customer shall not store, or permit the storage of, any firearms, explosives, ammunition, hazardous chemicals, flammable liquids (except fuel in the Unit's gas tank), oil-soaked materials, perishable food (except sealed non-perishables), contraband, illegal or stolen property, controlled substances, or any items that may pose a hazard or nuisance to others in the Space or within the Unit.

**15. STORAGE OF DANGEROUS GOODS:** The following items are strictly prohibited on the Space: explosives, hazardous chemicals, flammable liquids (including gasoline outside the Unit's fuel tank), oil or oily rags, perishable or improperly packaged food, illegal or stolen property, weapons, and any items that pose a risk or inconvenience to others.

**16. CONDITIONS OF SPACE AND PREMISES:** The Customer acknowledges they have inspected and accepted the Space as suitable for their intended use and are

familiar with the condition of both the Space and the Premises. The Company makes no express or implied warranties regarding the condition of the Space or Premises and is not liable for any visible or hidden defects or any resulting damage, including but not limited to damage from fire, water, flooding, soil movement, pests, temperature changes, or other environmental factors.

**17. INDEMNIFICATION:** The Customer agrees to indemnify and hold harmless the Company and any mortgage holder of the Premises against any loss, damage, cost, or claim arising from any act, omission, or occurrence on the Space or Premises caused by the Customer or their agents, employees, guests, or affiliates during the term of this Agreement.

**18. NON-COMPLIANCE WITH AGREEMENT:** If the Customer breaches any terms of this Agreement (excluding Rent payment, which is addressed in paragraph 19), and the Company has provided written notice specifying the breach and requesting its correction within 10 days, the Company may terminate this Agreement. Upon termination, the full Rent for the entire Term will become due, and the Company may take necessary actions to remove the Unit or prevent further loss caused by the Customer's breach.

**17. NO ASSIGNMENTS:** The Customer may not assign, sublet, or otherwise transfer any part or all of its interest in this Agreement, whether voluntarily or by operation of law, without the prior written consent of the Company. The Company may withhold such consent at its sole discretion, even unreasonably. Any approval by the Company of a specific assignment, subletting, or transfer shall not be interpreted as consent to any future assignments, sublettings, or transfers.

**18. NOTICES:** All notices to the Customer under this Agreement must be in writing and sent via email to the address provided above. The Customer is responsible for ensuring that the Company has up-to-date contact details. Notices to the Company must also be in writing and may be delivered by email, fax, or regular mail.

#### **19. MISCELLANEOUS:**

- If any term or provision of this Agreement is found to be invalid or unenforceable, either in whole or in part, as applied to any person or circumstance, that portion shall be severed from the Agreement. The remainder of the Agreement, and the application of the affected provision to other persons or circumstances, shall remain valid and enforceable to the fullest extent allowed by law.
- Time is of the essence in the performance of all obligations under this Agreement.

- The headings in this Agreement are provided for convenience only and shall not influence the interpretation or construction of its terms.
- This Agreement, together with any rules and regulations relating to access and use issued by the Company from time to time (which the Customer agrees to comply with), constitutes the complete and exclusive understanding between the parties. It supersedes all prior agreements, whether written or oral, related to the subject matter herein.
- This Agreement is binding upon and shall benefit the parties and their respective agents, affiliates, invitees, heirs, executors, administrators, successors, and permitted assigns.

## **20. LIABILITY:**

The Customer acknowledges that the Company shall not be held directly or indirectly liable, in whole or in part, for any theft, loss, damage, or destruction of the Unit, regardless of the cause—including any actions, omissions, or negligence on the part of the Company. Additionally, the Company shall not be responsible for any injuries sustained by the Customer, its agents, invitees, or any other individuals while on the Space or the Premises. The Customer hereby releases the Company from any such liability.

In the event that the Company is found liable to the Customer by a court of competent jurisdiction, the Customer agrees that the Company's total liability—whether for direct or indirect damages, costs, legal fees, expenses, general or punitive damages, or interest—shall be limited to an amount not exceeding six (6) months' rent.

## **21. CHANGE OF TERMS:**

(a) Except for the Monthly Fees, the Discount Structure, and the Initial Term Fee, all other terms and conditions of this Agreement, including occupancy terms, may be modified by the Company with at least one (1) month's prior written notice to the Customer. If any such changes are made, the Customer has the right to terminate this Agreement effective on the date the changes take effect. If the Customer does not terminate the Agreement, the revised terms shall be deemed accepted and will apply going forward.

(b) After the Initial Storage Term, the Company reserves the right to revise the Monthly Fees and Discount Structure. Any new rates will be dated and made available at the Company's office and on its website as of their effective date. The revised Monthly Fee will apply starting from the renewal date of this Agreement. If the Customer does not accept the new Monthly Fee, they may cancel the Agreement immediately without penalty or notice. In such a case, the Customer must vacate the Space within seven (7) days after the end of the Initial Storage

Term (if notice of the rate change was given during that term) or by the next payment due date following 30 days after the notice was provided.

## **22. HOLDOVER & POWER OF ATTORNEY:**

If the Customer fails to vacate the Space at the end of the Term, including any extensions in accordance with this Agreement, the Company shall have the right to manage or dispose of the Unit and any property stored in or on the Space at its sole discretion, in accordance with the terms of this Agreement. To facilitate this, the Customer grants the Company power of attorney to take all necessary actions and to execute and serve any documents required to carry out this purpose.

If the Customer remains in possession of the Space after the Agreement has ended, the Company may, at its discretion, permit the Customer to continue on a month-to-month basis. In such a case, rent shall be the greater of 1.5 times the previously agreed Monthly Rent or the prevailing market rate for comparable space at the time, and all terms of this Agreement shall remain in effect, except for those relating to the fixed term.

Additionally, at the Company's option, the Customer's interest in the Unit and any property not removed from the Space at the end of the Term may transfer to the Company. The Customer further authorizes the Company, through this power of attorney, to deal with or dispose of the Unit and any remaining property as necessary to recover any outstanding amounts owed and to remove or resolve any related obligations.

## **23. CUSTOMER TO CHECK OUT AT OFFICE:**

The Customer is required to check in at the office located on the premises and notify the Company once the Unit and all personal property have been removed, and the Space has been restored to its original clean and vacant condition. The Customer is also responsible for cleaning and removing any oil, liquid spills, or other residues left on the Space. **All outstanding Monthly Rent and any applicable additional charges must be paid in full before removing the Unit or any property from the Space.**

**24. APPLICABLE LAW:** The parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta. In the event of any dispute, the parties submit to the exclusive jurisdiction of the Courts of the Province of Alberta, specifically those located in Rocky View County in the Province of Alberta.