

## SAGAMORE PROPERTIES LTD. RENTAL AGREEMENT - MINI STORAGE

148 Sagamore Avenue  
P.O. Box 820  
Grand Forks, B.C. V0H 1H0  
Ph: 250-442-2652 Fax: 250-442-2651

TENANTS' NAME: \_\_\_\_\_ RESERVATION DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 City & Province: \_\_\_\_\_ SPACE NO. & SIZE: \_\_\_\_\_  
 Postal Code) \_\_\_\_\_  
 e-mail: \_\_\_\_\_ MONTHLY RENT \_\_\_\_\_ & GST \_\_\_\_\_ = \_\_\_\_\_  
 Telephone # (Home) \_\_\_\_\_  
 (Business) \_\_\_\_\_ VISA/MC \_\_\_\_\_ EXPIRY \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Alternate Contact: (not in same household) PERMISSION TO AUTOMATICALLY CHARGE?  
 Name: \_\_\_\_\_ YES  INITIAL \_\_\_\_\_  
 Address/Phone: \_\_\_\_\_ NO   
 Any others authorized for access?  
 YES  NO  NAME: \_\_\_\_\_  
 Housekeeping Deposit: \$20.00 Paid  Refunded  Date \_\_\_\_\_  
 Late fees on accounts not paid within 7 days: \$25.00

**PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING**

1. **RENTAL PROPERTY AND TERM.** The Landlord hereby rents to the Tenant the use of the Space(s) set forth above (the 'Space') at the above address (the 'Premises') on a monthly basis on the terms and conditions as herein stated. The Landlord at its sole discretion has the right to refuse to renew the Tenant's Rental Agreement. The terms shall renew monthly upon payment and the acceptance thereof the monthly rent to the lessor unless this agreement is otherwise earlier terminated in accordance with the conditions herein contained.
2. **RENT:** (2) All rentals are to be paid in advance; (b) rentals are computed on the basis of a calendar month, commencing on the effective date of this agreement; (c) the first month's rental to be paid on or before the effective date of this agreement; (d) subsequent months' rents to be paid on or before the first day of the calendar month which has been established in (b) above; (e) a minimum of one months' rent will be charged and no refunds will be made in the case of the Tenant vacating less than one month after the commencement date of this Agreement and (f) all rentals are calculated monthly. There are no daily rentals. THE MINIMUM RENTAL TERM IS ONE MONTH AND THERE ARE NO REFUNDS ON MONTHLY RENTAL PAYMENTS. LANDLORD RESERVES THE RIGHT, AT HIS DISCRETION, TO ACCEPT PAYMENT ONLY IN CASH, OR BY CERTIFIED CHEQUE, OR MONEY ORDER, IN LIEU OF ANY CHEQUES TENDERED BY THE TENANT. LAST PAYMENT MUST BE IN CASH ONLY.
3. **TENANT'S PRIVILEGES.** While this Agreement is in force and provided that Tenant is not in breach of any terms of this Agreement, Tenant: (a) may use the Space for the storage of goods of which Tenant is in lawful possession; and (b) shall have access to Space during Landlord's normal business hours which will be posted on Landlord's premises.
4. **LANDLORD HAS A LIEN ON THE GOODS** deposited with him for storage for rent and for his lawful charges, and on default of payment of rent the Landlord shall be entitled: (a) to double-lock the rented space and to detain the goods stores therein until paid for rent and for all his lawful charges; (b) to forcibly remove the tenants lock and to remove the goods from the rented space for storage until paid for rent and for all his lawful charges; (c) in addition to all other remedies provided him by law for the enforcement of liens or for the recovery of his lawful charges, the Landlord may sell the said goods and dispose of the proceeds therefrom as provided in the Warehouseman's Lien Act of British Columbia being R.S.B.C. 1996, Ch 480 with amendments thereto.  
 The lawful charges to which the Landlord shall be entitled shall be the rent agreed to be paid hereunder, together with all his lawful charges for storage and preservation of goods, for all lawful claims for money advanced, interest, insurance, transportation, labour, weighing, cooperating and other expenses in relation to the goods and for all reasonable charges for any notice required to be given under the "Warehousemen's Lien Act, or hereunder, and for notice and advertisement of sale and for sale of goods if default is made in satisfying the Landlord's lien.
5. **RENT.** Upon default of payment of rent, and the double-locking or removal and storage of goods therein contained, the Tenant shall be liable for rent as set out herein to and including the date on which all rent and arrears and lawful charges of the Landlord are paid in full (at which time the Tenant shall remove said goods), or said Tenant shall be liable for all rent and arrears and lawful charges of the Landlord to and including the date of removal by the Landlord and storage of said goods, as the case may be; but in the latter case the Tenant shall thereafter be liable for all of the landlord's lawful charges including a reasonable cost for storage which shall be not less than the amount of monthly rent required hereunder. In the event that the Landlord removes and stores said goods, he shall be entitles to relet the leased space as he sees fit without incurring any liability to the tenant therefore whether at the same, a higher, or a lower rent. WHEN RENTER IS IN DEFAULT, LANDLORD MAY REQUIRE TENANT TO MAKE PAYMENT OF OUTSTANDING MONTHLY CHARGES BY CASH, CERTIFIED CHEQUE OR MONEY ORDER.
6. **USE, MAINTENANCE AND REPAIR:** (a) Tenant is not to use premises in a manner that constitutes waste, nuisance or unreasonable annoyance to Landlord or other tenants; (b) The Space shall be used only for the storage of goods owned solely by the Tenant; (c) Where a door is provided for the Space, the Tenant shall keep the door to the Space locked at all times with a security devise supplied by the Tenant; (d) The Tenant shall not use the Space for any unlawful purpose; (e) The storage of perishables, flammables, explosive or other inherently dangerous material is prohibited (see further Cl 17; (f) The Tenant shall maintain the Interior of the Space and the Space door in good condition and shall repair to Landlord's satisfaction any damage to the interior or exterior of the Space which is caused by the Tenant or which results from the Tenants use of the Space; (g) The Tenant shall not:

- a. Do any painting or decorating in the Space or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Space or premises without the written consent of the Landlord.
  - b. Make any improvements or install any fixtures in or on the Space without the prior written consent of the Landlord. If the Tenant is permitted to install any improvements or fixtures, the Tenant, at the Landlord's option, shall remove the same at the termination of the Agreement, and at the Tenant's own expense. At the Landlord's option, the interest of the Tenant in any property and in any improvement or fixtures not removed shall vest in the Landlord. The tenant shall keep the Space free from all liens.
  - c. Erect any signs, notice, lettering or advertising material on any part of the Space.
  - d. Conduct any repairs, fabrication, assembly, mechanical or other related work in the Space or on the premises without the written consent of the Landlord.
7. **INSPECTION OF SPACE BY LANDLORD.** Landlord, its employees or agents may enter the Space for the purpose of maintenance to confirm Tenant's compliance with terms of this Agreement, or in the event of perceived emergency. Where feasible, advance notice of such entry will be given to Tenant, and if such entry requires Landlord to cut off Tenant's lock, which was not made necessary by Tenant's breach of a term of this Agreement. Landlord will provide Tenant with a replacement lock.
  8. **NON-LIABILITY OF LANDLORD AND INSURANCE OBLIGATION OF TENANT:** (a) **LANDLORD SHALL HAVE NO OBLIGATION TO CARRY INSURANCE ON TENANTS' PROPERTY STORED IN THE SPACE;** (b) Tenant must obtain any insurance desired at its own expense; (c) Tenant shall have no claim against the Landlord and the Landlord shall have no liability for any loss or damage to the Tenant's property resulting from fire, water ,explosion, vandalism, theft, vermin, or any other cause whatsoever, regardless of whether such loss or damage may be caused by or contributed to by the negligence of the Landlord, its agents or employees; (d) Landlord shall have no liability to Tenant for any injury to Tenant or to others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Tenant. Tenant shall hold the Landlord harmless from any claims of any third persons arising in any manner out of the Tenant's use of the Space.
  9. **INDEMNIFICATION OF THE LANDLORD.** The Tenant agrees to indemnify and hold harmless the Landlord and the holder of any mortgage on the Premises for any loss, damage, expense or claim by any person or persons arising from any action or thing whatsoever done in the Space or on the Premises by the Tenant, its agents or employees at any time during the term of the Agreement.
  10. **ASSIGNMENTS.** The interest of the Tenant in this Rental Agreement may not be sublet, assigned or otherwise transferred in whole or in part by the Tenant, or by operation of law without the prior written approval of the Landlord, which approval may be unreasonably withheld. The approval by the Landlord to any assignment, subletting or other transfer shall not be deemed to be an approval of any other assignment, subletting or other transfer.
  11. **CONDITIONS OF SPACE AND PREMISES.** The Tenant is fully familiar with the physical condition of the Space. The Landlord has made no representations or warranties, express or implied, of any nature whatsoever in connection with the condition of the Space and the Landlord shall not be liable for any latent or patent defect therein.
  12. **NOTICE.** Notices to be given under this Rental Agreement shall be in writing and served personally or by mail, postage prepaid, to the last address provided by the Tenant. Notices shall be deemed to be delivered, whether actually received or not, when deposited in the Canadian mail. **IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO KEEP THE LANDLORD INFORMED OF ANY ADDRESS CHANGE.**
  13. **HOLDOVER.** If this Rental Agreement is for a stated term and the Tenant holds over, the Tenant shall become a Tenant on a month-to-month basis at the same rental as provided above and subject to all terms of this Rental Agreement, except for provision for term.
  14. **CHANGE OF TERMS.** All terms of this Agreement, rental fees and conditions of occupancy are **SUBJECT TO CHANGE** upon one (1) month's prior written notice to the Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change. If the Tenant does not elect to terminate this Agreement, the change shall become effective and apply to this Agreement.
  15. **NON-COMPLIANCE WITH RENTAL AGREEMENT.** If the Tenant should fail to comply with any of the provisions of this Agreement within ten (10) days following notice from the Landlord specifying the failure and demand compliance, then the Landlord, upon giving notice, may terminate this Agreement. Such termination shall not relieve Tenant of the obligation to pay rent and other charges owing under this Agreement.
  16. **MISCELLANEOUS:** (a) If any term or provision of this Agreement or the application thereof to any person or circumstances 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 enforced to the fullest extent permitted by law; (b) Time is of the essence of this Agreement; (c) The captions of this Agreement are for convenience only and shall in no way affect the construction of the terms of this Agreement; (d) This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.
  17. **STORAGE OF DANGEROUS GOODS: ITEMS NOT ALLOWED TO BE STORED** include dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in gas tanks. Oil or wet piled rags, paper clothing, perishable or packaged foods not in sealed cans, illegal or stolen goods, or any other items which constitute a potential hazard or inconvenience to other tenants.
  18. **TENANT SHALL GIVE LANDLORD A MINIMUM OF SEVEN (7) DAYS NOTICE PRIOR TO VACATING.**
  19. **TENANT MUST REPORT AT OFFICE AND ADVISE LANDLORD WHEN TENANT'S SPACE HAS BEEN FINALLY VACATED.** Tenant hereby agrees that he has vacated and relinquished all claim to his space if his space is found empty and unlocked by Landlord when no notice to vacate or notice of alternative arrangements has been given to and acknowledged by Landlord.
  20. **EXTRA CHARGES WILL BE ASSESSED FOR:** (a) Late fee on accounts not paid within seven (7) days of due date; (b) Processing fee for returned or NSF cheques; (c) Cleanout fee if the space is left in unclean condition; (d) Damage to the space; (e) Termination fee if Tenant fails to give notice to vacate at least seven (7) days in advance of vacating space; (f) Lien, sale, and disposal costs of unclaimed goods.
  21. **SPECIAL PROVISIONS:**

THE LANDLORD SHALL HAVE NO OBLIGATION TO CARRY INSURANCE ON THE TENANT'S PROPERTY STORED IN THE SPACE  
 TENANT TO NOTIFY THE LANDLORD OF ANY ADDRESS CHANGE  
**PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date hereof.

**TENANT:**

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**SAGAMORE PROPERTIES LTD.**

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