

**SAGAMORE PROPERTIES LTD.**  
**RENTAL AGREEMENT – MINI STORAGE**

148 Sagamore Road, Grand Forks, B.C. V0H 1H4  
Ph: 250-442-2652 Fax: 250-442-2651

**Tenant Information:**

Gate Code \_\_\_\_\_

Tenant(s)'s Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City & Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ E-mail: \_\_\_\_\_

Telephone # (Home): \_\_\_\_\_ (Business): \_\_\_\_\_

Employer: \_\_\_\_\_

Alternate Contact: (not in same household)

Name: \_\_\_\_\_ Address/Phone: \_\_\_\_\_

Any others authorized for access?

YES  NO  Name(s): \_\_\_\_\_

**Unit Information:**

Commencement Date: \_\_\_\_\_ Space No. & size: \_\_\_\_\_

Monthly Rent: \$ \_\_\_\_\_ + GST \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Visa/MC: \_\_\_\_\_ Expiry \_\_\_\_\_

Permission to automatically charge? YES  NO  Initial \_\_\_\_\_

Housekeeping Deposit: \$20.00 Paid  Date: \_\_\_\_\_ Refunded  Date: \_\_\_\_\_

Late fees on accounts not paid within 7 days: \$25.00

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

This rental agreement (hereafter referred to as "the Agreement") is between the Tenant(s) as set forth above (hereafter referred to as "the Tenant") and Sagamore Properties Ltd. (hereafter referred to as "the Landlord").

Definitions:

Premises – all buildings and land located at 148 Sagamore Rd, Grand Forks, BC. Rent – the monthly rent as set forth above for the space(s) as set forth above.

Space – the space number(s) as set forth above.

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 Agreement. The terms shall renew monthly unless this Agreement is otherwise terminated in accordance with the conditions herein contained. **THE MINIMUM RENTAL TERM IS ONE MONTH AND THERE ARE NO REFUNDS ON MONTHLY RENTAL PAYMENTS.**
2. **RENT:** (a) All Rent is to be paid in advance; (b) **Rent is calculated on the basis of a calendar month (commencing on the first day of each month);** (c) the first month's Rent is to be paid on or before the effective date of this Agreement; (d) subsequent months' Rent is to be paid on or before the first day of that calendar month; (e) a minimum of one full month's 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 Rent is calculated monthly; there are no daily or weekly rentals.  
 **The Tenant MUST provide the Landlord with a minimum of (6) six months post-dated cheques (dated for the first of each month), or provide a VALID CREDIT CARD that will be kept on file and charged on the first business day of each month (if payment has not been made by the Tenant in another manner prior to that date).** THE LANDLORD RESERVES THE RIGHT, AT HIS DISCRETION, TO ACCEPT PAYMENT ONLY IN CASH, CERTIFIED CHEQUE, OR MONEY ORDER IN LIEU OF ANY CHEQUES TENDERED BY THE TENANT. THE LAST PAYMENT MUST BE MADE IN CASH ONLY.
3. **THE TENANT'S PRIVILEGES.** While this Agreement is in force and provided that the Tenant is not in breach of any terms of this Agreement, the Tenant: (a) may use the Space for the storage of goods of which the Tenant is in lawful possession; and (b) shall have access to the Space at anytime.
4. **THE 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 to: (a) remove the Tenant's gate code, double-lock the Space, and detain the goods stored therein until paid for Rent and for all his lawful charges; (b) forcibly remove the Tenants lock and remove the goods from the Space for storage until paid for Rent and for all his lawful charges. 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 Tenant's goods and dispose of the proceeds therefrom as provided in the Warehouseman's Lien Act of British Columbia.  
 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, all lawful claims for money advanced, interest, insurance, transportation, labour, weighing, coopering, other expenses in relation to the goods, all reasonable charges for any notice required to be given under the Warehousemen's Lien Act or hereunder, notice and advertisement of sale, and for the sale of goods if default is made in satisfying the Landlord's lien.
5. **TENANT LIABILITY.** Upon default of payment of Rent, and the double-locking or removal and storage of goods contained in the Space, the Tenant shall be liable for rent as set out herein up to and including the date on which all Rent, arrears, and lawful charges of the Landlord are paid in full (at which time the Tenant shall remove said goods). Or the Tenant shall be liable for all Rent, arrears, and lawful charges of the Landlord up 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 Rent required hereunder). In the event that the Landlord removes and stores said goods, he shall be entitled to relet the Space as he sees fit without incurring any liability to the Tenant therefore whether at the same, a higher, or a lower rent. **WHEN THE RENTER IS IN DEFAULT, THE LANDLORD MAY REQUIRE THE TENANT TO MAKE PAYMENT OF OUTSTANDING MONTHLY CHARGES BY CASH, CERTIFIED CHEQUE, OR MONEY ORDER.**
6. **USE, MAINTENANCE, AND REPAIR:** (a) The Tenant is not to use the Premises in a manner that constitutes waste, nuisance or unreasonable annoyance to the Landlord or other the 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 device 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; (f) The Tenant shall maintain the interior of the Space and the door in good condition and shall repair (to the Landlord's satisfaction) any damage to the interior or exterior of the Space which is caused by the Tenant or which results from the Tenant's 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 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 or Premises.
- 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 THE LANDLORD.** The Landlord, its employees or agents may enter the Space for the purpose of maintenance, to confirm the 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 the Tenant, and if such entry requires the Landlord to cut off the Tenant's lock, which was not made necessary by the Tenant's breach of a term of this Agreement, the Landlord will provide the Tenant with a replacement lock.
- 8. **NON-LIABILITY OF THE LANDLORD AND INSURANCE OBLIGATION OF THE TENANT: (a) THE LANDLORD SHALL HAVE NO OBLIGATION TO CARRY INSURANCE ON THE TENANTS' PROPERTY STORED IN THE SPACE;** (b) The Tenant must obtain any insurance desired at its own expense; (c) The 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 the negligence of the Landlord, its agents or employees; (d) The Landlord shall have no liability to the Tenant for any injury to the 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. The 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 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. 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 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 given under this Agreement shall be in writing and served personally, by electronic mail (email), 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; received in person by the Tenant, sent electronically, or deposited in the Canadian mail. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO KEEP THE LANDLORD INFORMED OF ANY EMAIL OR MAILING ADDRESS CHANGE.
- 13. **HOLDOVER.** If this Rental Agreement is for a stated term and the Tenant holds over, the Tenant shall become a the 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, Rent, 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 demanding compliance, then the Landlord, upon giving notice, may terminate this Agreement. Such termination shall not relieve the 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/UNALLOWED GOODS:** ITEMS NOT ALLOWED TO BE STORED include: dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in gas tanks, oil, 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 the Tenants.
- 18. **THE TENANT SHALL GIVE THE LANDLORD A MINIMUM OF SEVEN (7) DAYS NOTICE PRIOR TO VACATING.** If the Tenant, having paid the Rent and given proper notice, vacates the Space on or before the 15<sup>th</sup> of the month (not including the first full month or any months paid at a discounted rate), the Tenant shall be entitled to a refund of 50% of the Rent for that month. Any Rent paid or owed for a month where the Tenant pays a discounted rate, vacates the Space after the 15<sup>th</sup> of the month, or fails to give proper notice shall be deemed non-refundable.
- 19. **THE TENANT MUST REPORT AT THE OFFICE AND ADVISE THE LANDLORD WHEN THE TENANT'S SPACE HAS BEEN FINALLY VACATED.** The Tenant hereby agrees that he has vacated and relinquished all claim to his space if his space is found empty and unlocked by the Landlord when no notice to vacate or notice of alternative arrangements has been given to and acknowledged by the Landlord.
- 20. **EXTRA CHARGES WILL BE ASSESSED FOR;** (a) Late fees on accounts not paid within seven (7) days of the due date; (b) Processing fees for returned or NSF cheques; (c) Cleanout fees if the space is left in unclean condition; (d) Fees for the repair of damage to the Space or Premises; (e) Termination fees if the 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  
THE 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.

THE TENANT:

DATE:

THE LANDLORD:

DATE: