

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 _____ CVV _____

Permission to automatically charge _____ (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 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 as 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 earlier 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 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 ITS DISCRETION, TO ACCEPT PAYMENT ONLY IN CASH, CERTIFIED CHEQUE, OR MONEY ORDER
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 any time.
4. **RIGHT OF ENTRY AND DISPOSAL.** On default of payment of Rent or other breach of the terms of this Agreement by the Tenant, the Landlord shall be entitled to; (a) remove the Tenant's gate code, double-lock the Space, and detain the Tenant's goods until any unpaid Rent and any other lawful charges are paid or the breach of terms has been rectified; (b) if the Rent remains unpaid or the breach is not rectified for a period of 120 days, forcibly remove the Tenant's lock and remove the Tenant's goods from the Space and dispose of, or otherwise store the Tenant's goods at the Landlord's discretion.
5. **TENANT LIABILITY.** Upon default of payment of Rent, and the double-locking or removal and disposal or 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 disposal or storage of said goods, as the case may be; but, in the case of disposal or storage, the Tenant shall thereafter be liable for all of the Landlord's lawful charges including a reasonable cost for disposal or storage (which in the case of storage, shall be not less than the amount of Rent required hereunder). In the event that the Landlord removes and disposes of, or stores said goods, it shall be entitled to relet the Space as it 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 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 keep the Space free from all liens; (h) The Tenant shall not do any painting or decorating in the Space or mark, paint, cut, drill into, drive nails into, screws into, or in any way deface any part of the Space or Premises without the written consent of the Landlord; (i) The Tenant shall not 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; (j) The Tenant shall not erect any signs, notice, lettering or advertising material on any part of the Space or Premises; (k) The Tenant shall not 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 its 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 its 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; (e) The Tenant shall hold the Landlord harmless from any claims of any third-party 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 its 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 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 not in a fuel tank of a stored vehicle, 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 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 15th 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 15th 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 their Space if their 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 an 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 the 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 MUST 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: