

130 Commercial Court, Calgary, Alberta T3Z 2A5 Tel. (403) 217-9727 Fax (403) 217-5414 astoragecompany@gmail.com

CUSTOMER:

LAST NAME			FIRST NAME			MIDDLE INITIAL		
ADDRESS 1:								
ADDRESS 2:								
CITY			PROVINCE			POSTAL CODE		
HOME TEL.:								
WORK TEL.:								
CELL TEL.:								
EMAIL:								
Date of Birth:								
DRIVERS LICENSE NUMBER:								

**OFFICE USE ONLY**

LOCKER SIZE:		LOCKER No.:	
MOVE IN DATE:			
AGREEMENT DATE:			
GATE ACCESS CODE:			
MONTHLY FEE:	\$	+GST	\$ = \$
INITIAL STORAGE TERM:	<input type="checkbox"/> 1 MONTH	<input type="checkbox"/> 6 MONTHS	<input type="checkbox"/> 12 MONTHS
INITIAL TERM FEE:	\$	+GST	\$ = \$
DISCOUNT %	- \$	- GST	- \$ = - \$
CLEANUP FEE:	\$	+GST	\$ = \$
OTHER CHARGES:	\$	+GST	\$ = \$
<b>TOTAL CHARGE</b>			\$

**VALUE DECLARATION OF GOODS STORED**

The undersigned Customer hereby declares that the TOTAL VALUE of the goods stored in:

Locker No. \_\_\_\_\_ is not exceeding \$ \_\_\_\_\_

In case the value of the goods stored changes, the Customer agrees to notify A Storage Company in person of the new value within 1 week of the change.

Date value of goods changed: \_\_\_\_\_

New value \$ \_\_\_\_\_ Customer's Initial: \_\_\_\_\_

Date value of goods changed: \_\_\_\_\_

New value \$ \_\_\_\_\_ Customer's Initial: \_\_\_\_\_

Name on Card:

VISA / MC No.															EXPIRY DATE	
3 digit security number from the back of the Credit Card >>>>																

We do not notify our Customers prior to charging their Credit Card when the RENT becomes due!  
 By signing this Rental Agreement, the Customer agrees and permits A Storage Company to charge his / her CREDIT CARD AUTOMATICALLY whenever FEE(s) becomes due unless this Agreement is cancelled in writing 10 days prior to the expiry date of this Agreement.

**10 DAYS WRITTEN NOTICE IS REQUIRED PRIOR TO MOVE-OUT**

EMERGENCY CONTACT: \_\_\_\_\_

CONTACT's PHONE No.: \_\_\_\_\_

CONTACT's RELATIONSHIP: \_\_\_\_\_

How did you hear about us?:  Website  Drive by  Word of Mouth  
 Google  Pylon Sign  Previous Customer

OTHERS AUTHORIZED FOR ACCESS:

**SELF STORAGE TERMS & CONDITIONS**

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

1. **STORAGE OF GOODS:** A STORAGE COMPANY (the "Company") hereby agrees to allow the Customer to store its goods (the "Goods") in the locker(s) specified above (the "Space") in the storage facility located at the above address (the "Premises") during the Term of this Agreement on the terms and conditions as stated herein. The Initial Storage Term specified above and any automatic monthly period extensions provided for herein shall collectively constitute the "Term" of this Agreement. Upon expiry of the Initial Storage Term, the Term shall be automatically extended on a **month-to-month** basis at the end of the then current Term.

2. **STORAGE FEES:** (a) The Monthly Fee and Initial Storage Term Fee due hereunder shall be referred to collectively hereunder as "Fee(s)"; The Monthly Fee is calculated on a monthly basis, commencing on the Commencement Date and payable on that same date each month of the Term thereafter; (b) The Initial Storage Term Fee shall be paid on or before the date of this Agreement and the Monthly Fee shall be paid in advance each month; (c) There is no prorating of the Monthly Fee; (d) The minimum Term is one month; (e) The company reserves the right to accept payment only in cash, cheque, credit card, debit card or money order and the Customer is required to provide the Company with the information of a valid credit card which will be kept on file for the duration of this Agreement; (f) **There are NO refunds on early move-outs! By signing this Storage Agreement, the Customer agrees and permits the Company to charge his/her CREDIT CARD AUTOMATICALLY whenever the Rent and other charges hereunder become due.**

3. **CUSTOMER'S PRIVILEGES:** Provided the Customer is not in breach of this Agreement, Customer may: (a) use the Space for the storage of Goods; and (b) have access to the Space by swiping its security card or entering its security code at the main gate entrance, as the case may be. The Customer acknowledges that access to the Space may be limited and that the Company may change access hours for security or business reasons without notice to the Customer.

4. **THE COMPANY HAS A LIEN ON THE GOODS DEPOSITED AND STORED:** Pursuant to the *Warehousemen's Lien Act of Alberta* and/or such other legislation or case law as may apply, the Company shall have a lien on all goods deposited with it for Fees and other lawful charges in respect thereto. Upon default of payment of any Fees or other amounts owing hereunder and until such default in payment has been rectified, the Company shall be entitled: (a) to double-lock the Space and to detain the Goods; (b) to forcibly remove the Customer's lock and remove any Goods for storage elsewhere and/or permanent disposal; (c) in addition to all other remedies provided by law for the enforcement of liens or for the recovery of lawful charges, the Company may sell the Goods deposited (whether at public auction or privately), and apply the proceeds therefrom against amounts owing under this Agreement; and (d) to extend the Company determines that the value of the goods is not sufficient to warrant an auction sale process, **THE COMPANY SHALL BE ENTITLED TO SELL or PERMANENTLY DISPOSE THEREOF** as the Company sees fit, after the Customer has been notified Pursuant to the *Warehousemen's Lien Act of Alberta*. The cost of such disposal shall be added to the amount owing hereunder.

5. **DEFAULT IN PAYMENT:** Customer shall be deemed in default automatically upon non-payment of any Rent, Fees or Charges when due without further notice to the Customer. Upon default of payment thereof when due and upon the double-locking or removal and storage of Goods deposited, the Customer shall be liable for any EXTRA CHARGES assessed by the Company pursuant to this Agreement plus all other costs incurred by the Company for the collection of the moneys owing and/or disposal or auctioning off of the Goods, up to and including the date on which all Monthly Fees, arrears and charges are paid in full (at which time the Customer shall remove Goods deposited). If the Goods are not removed, Customer shall continue to be liable for all applicable Monthly Fees, arrears and lawful charges of the Company to and including the date of removal by the Customer or sale or other disposal by the Company.

6. **USE, MAINTENANCE AND REPAIR:** (a) Customer is permitted access to the Space solely for the purposes of deposit, storage and removal of the Goods and shall not access or use the Space for any other purpose or in a manner that is unlawful or constitutes waste, nuisance or annoyance to the Company or other customers; (b) The Customer shall be responsible for the repair to the Company's satisfaction of any damage to the interior or exterior of the Space or Premises which is caused by the Customer or which results from the deposit, storage or removal of the Goods in/from the Space; (c) The Customer shall not: (i) Smoke within or upon the Space or the Premises; (ii) Erect any signs, notice, lettering or advertising material on any part of the Premises or Space; or (iii) Conduct any repairs, fabrication, assembly, mechanical or other related work in the Space or on the Premises.

7. **NO LANDLORD AND TENANT RELATIONSHIP:** The Company, its employees or agents may enter the Space for ANY purpose, including but not limited to confirming Customer's compliance with this Agreement, or in the event of maintenance or perceived emergency. No advance notice of such entry is required or may be given to Customer, and if such entry requires Company to cut off Customer's lock, provided such was not made necessary by Customer's breach of this Agreement, Company will provide Customer with a replacement lock. The Customer acknowledges and agrees that: (i) NO Landlord and Tenant relationship is created by this Agreement; (ii) The Customer is simply storing its Goods in the Space; and (iii) the Customer is not entitled to any proprietary rights or privacy rights in respect to the Space or the Goods stored therein, including any rights that a Tenant may have in a typical Landlord and Tenant relationship.

**8. NON-LIABILITY OF COMPANY AND INSURANCE OBLIGATION OF CUSTOMER:** (a) The Company shall have no obligation to insure the Unit or Property stored on the Space or located in the Unit; (b) The Customer must act prudently and obtain any insurance required or desired at its own expense; (c) THE CUSTOMER SHALL HAVE NO CLAIM AGAINST THE COMPANY AND THE COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE GOODS RESULTING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE MAY BE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE COMPANY, ITS AGENTS OR EMPLOYEES, AND THE CUSTOMER HEREBY RELEASES THE COMPANY, ITS AGENTS AND EMPLOYEES FROM ANY CLAIMS OR RESPONSIBILITY WHATSOEVER IN RESPECT THERETO; (d) The Company shall have no liability to Customer for any injury to Customer, its invitees or others caused by any condition existing near or about the Space or the Premises. Customer shall indemnify and hold the Company harmless from any claims of any third persons arising in any manner whatsoever out of the Customer's use of the Space. (e) The Customer HEREBY WAVES any and all rights or claims it may have at law or in equity against the Company in respect to any obligations that the Company may have as a bailee of the Goods, other than those rights that are specifically granted herein and the Customer agrees that any rights or remedies it may have against the Company for breach of this contract, under tort or otherwise or loss or damage to the Goods are limited to those rights specifically contained in this Agreement and shall in no event exceed the amount of Rent owed by Customer in the remainder of the then current year.

**9. INDEMNIFICATION OF THE COMPANY:** The Customer agrees to indemnify and hold harmless the Company 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, omission or thing whatsoever done or committed in the Space or on the Premises by the Customer, its agents, employees, invitees representatives or affiliates.

**10. NO ASSIGNMENT:** The interest of the Customer in this Agreement may not be assigned or otherwise transferred in whole or in part by the Customer, or by operation of law.

**11. CONDITIONS OF SPACE AND PREMISES:** The Customer acknowledges that it has viewed and accepted the space as suitable for their intended purposes and is fully familiar with the physical condition of the Premises and Space. The Company has made no representations or warranties, express or implied, of any nature whatsoever in connection with the condition of the Premises or the Space, and the Company shall not be liable for any defects therein or any damage caused thereby to the Goods, including without limitation damage caused by other customers, fire, water leaks, flooding, vermin, moisture, cold, heat, dryness, dust or any other condition of the Space.

**12. NOTICES:** Notices to be given to the Customer under this Agreement shall be in writing and shall be served either personally, by mail, by fax or email, to the last address/contact information provided by the Customer or, in the case of a change to Monthly Fees and/or the Discount Structure pursuant to Section 14(b), by posting details thereof on the Company's web site. In the case of notices to the Company, notices must be served personally, by mail, fax or email to the office of the Company on the Premises. Notices to the Customer shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in the Canadian mail, by a fax receipt or email read receipt or, in the case of a change to Monthly Fees and/or the Discount Structure pursuant to Section 14(b), upon posting on the Company's web site. IT SHALL BE THE RESPONSIBILITY OF THE CUSTOMER TO KEEP THE COMPANY INFORMED OF ANY ADDRESS, FAX AND/OR EMAIL CHANGE AND TO MONITOR THE COMPANY'S WEB SITE FOR CHANGES TO MONTHLY FEES AND/OR THE DISCOUNT STRUCTURE.

**13. HOLDOVER AND POWER OF ATTORNEY:** If the Customer leaves its Goods with the Company beyond the Term of this Agreement, then in order to settle the account between the Company and the Customer and relieve the Company of any ongoing obligations, the Company shall have the right to deal with or dispose of the Goods as it sees fit, and the Customer hereby grants the Company its limited power of attorney to take all such action and execute and serve all such documents as are required to effect such purpose. If the Company elects to continue to store the Goods after this Agreement has terminated, such storage shall be conducted on a month-to-month basis at a Monthly Fee equal to the prior Monthly Fee or the monthly fees prevailing for similar storage at the time, whichever is greater. At the Company's option, the interest of the Customer in the Goods or any property not removed at the end of the Term shall vest in the Company, and the Customer hereby grants the Company its power of attorney to deal with or dispose of the Goods for the purpose of settling all amounts owing hereunder and removing or discharging any liens or security interests that the Goods are subject to.

Initial

**14. CHANGE OF TERMS:** (a) With the exception of the Monthly Fees and the Discount Structure, all terms of this Agreement, and conditions of occupancy, except the Initial Term Fee, are SUBJECT TO CHANGE upon one (1) month prior notice to the Customer. If terms are changed, the Customer may terminate this Agreement on the effective date of the change. If the Customer does not elect to terminate this Agreement, the change shall become effective and apply to this Agreement; and (b) From time to time after the Initial Storage Term, the Company reserves the right to change the Monthly Fees and the Discount Structure. The new rates will be dated and posted in our office and on our web site on the date they take effect. The new Monthly Fee will be adjusted on the date of renewal of this Agreement. If the Customer does not agree with the new Monthly Fee, the Customer has the option to cancel this Agreement immediately and without penalty or notice to the Company, in which case the Customer shall vacate the Space within 7 days from the expiry of the Initial Storage Term (if the notice of a rate change is given during the currency thereof) or on the next payment due after thirty (30) days following the giving of notice of a rate change if such notice is given after the Initial Storage Term or for any month to month Customers, as applicable.

**15. NON-COMPLIANCE WITH AGREEMENT:** If the Customer is in breach of any of the provisions of this Agreement other than for timely payment and the Company has provided the Customer with written notice specifying the breach and a demand that the breach be rectified within 10 days of receipt of such notice, then the Company may terminate this Agreement if the breach remains uncured by the end of the notice period. Such termination shall not relieve the Customer of the obligation to pay Monthly Fees 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, then such term or provision shall be severed here from and 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 or interpretation of the terms of this Agreement; (d) This Agreement, together with rules and regulations relating to access and use adopted by the Company from time to time (which the Customer agrees to adhere to), 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; (e) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**17. STORAGE OF DANGEROUS GOODS:** ITEMS NOT ALLOWED TO BE STORED include dangerous chemicals, explosives, ammunition, gasoline or other flammable liquids, oil, wet piled rags, 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 Customers.

**18. CUSTOMER TO REPORT AT OFFICE:** THE CUSTOMER MUST REPORT AT THE OFFICE AND ADVISE COMPANY WHEN ITS GOODS HAVE BEEN REMOVED AND THE SPACE HAS BEEN RETURNED TO ITS ORIGINAL CLEAN AND VACANT CONDITION. The Customer agrees to sweep and if necessary in the discretion of the Company, mop/wipe the floor of the space after removing its Goods. The Customer hereby relinquishes all claim to the Space or any other right to store Goods with the Company if the Space is found empty and unlocked by the Company and no notice to terminate this Agreement has been given by the Customer.

**19. INVOICES & STATEMENTS:** Invoices for 6 or 12 months Locker or RV Customers will be sent by mail or email. NO INVOICES OR STATEMENTS WILL BE SENT for monthly Customers. CHEQUES OR MONEY ORDERS SHOULD BE MADE PAYABLE TO "A Storage Company". PLEASE PRINT YOUR NAME AND LOCKER NUMBER on the memo line. If a third party is paying Monthly Fees on Customer's behalf, the Customer's name must be on the cheque or money order.

**20. TERMINATION OF THIS AGREEMENT:** (a) At any time after the Initial Storage Term, either party may terminate this Agreement by providing the other party ten (10) days written notice of its intention not to extend the Term, in which case, this Agreement will terminate at the end of the then current Term. Also see Paragraphs 5 and 15.

**21. EXTRA CHARGES:**

- a) A late fee of \$25.00 will be charged for every month in arrears on accounts not paid within 7 days of due date plus 2% Interest per Month on the total outstanding account balance.
- b) A processing fee will be charged for returned cheques or NSF cheques: \$50.00
- c) A clean-up fee will be charged if the locker space is left in unclean condition: \$100.
- d) A disposal fee will be charged if any goods are left behind in the vacated storage locker which would require the Company to dispose of: \$1,000.00
- e) A termination fee equal to one month fee will be charged if Customer fails to give notice to vacate at least ten (10) days in advance of vacating.
- f) A PET WASTE REMOVAL FEE WILL BE CHARGED IF CUSTOMER DOES NOT PICK UP ANY WASTE LEFT BY ITS PETS: \$25.00
- g) A lock cutting fee will be charged if the Customer requests the Company to cut the lock: \$50.

**22. PRIOR TO REMOVAL OF THE GOODS, ALL OUTSTANDING MONTHLY FEES AND IF APPLICABLE EXTRA CHARGES MUST BE PAID CURRENT.**

**23. The parties to this Agreement hereby agree that this Agreement shall be construed according to the laws of the Province of Alberta, and in the event of dispute, attorn to the jurisdiction of the Courts of the Province of Alberta as located in the City of Calgary in the Province of Alberta.**

Customer Signature

A Storage Company (Springbank) L.P.,  
Operating under the registered trade name of "A Storage Company"  
By its General Partner A Storage Company Inc.

**RULES OF ACCESS TO AND USE OF SPACE**

1. YOU MUST STOP and ENTER YOUR PIN NUMBER into the key pad (s) or SWIPE YOUR ACCESS CARD in front of the card reader located at the gate entrance and exit (even if the gate is open) each time you require entry, before proceeding into the Premises as well as before you leave the Premises.
2. Maximum speed limit in the Premises is 15 KM. Please obey traffic signs.
3. Park so as not to block access by other customers or service vehicles.
4. Business Hours are posted on the Premises and may change from time to time without notice.
5. The Company may use POISON for RODENT/VERMIN control.
6. PETS MUST BE KEPT ON A LEASH AT ALL TIMES AND SMALL CHILDREN SHOULD BE SUPERVISED CLOSELY.