

## Storage Lease Terms & Conditions – Budget Mini Storage, Budget Self Storage, Westside Self Storage

May 2, 2024

### TERMS & CONDITIONS

#### 1. CONDITIONS OF RENTAL

1.1 Generally, you or your agent appointed in writing shall have access to the Unit when the facility office is open for business.

#### 2. OUR AGREEMENT

2.1 You may use the Unit for the storage of goods of which you are in lawful possession.

2.2 You agree that Devon, its employees or representatives may enter the Unit for the purpose of necessary maintenance, to confirm your compliance with the terms of this Agreement, or in the event of a perceived emergency. Where feasible, advance notice of such entry will be given to you.

2.3 You will pay the monthly charge(s) due in respect of your Unit on or before your paid through date or you will be responsible to pay late fees in addition to the monthly charge(s) as detailed here:

8th day overdue	\$10.00
15th day overdue	\$10.00
22nd day overdue	\$10.00
29th day overdue	\$10.00

At your 36th day overdue a fee of **\$250.00** will be added to your account. This is to reimburse us for our labour and expenses incurred in the sale or disposal of the contents of your unit.

2.4 You shall not store explosive, flammable, dangerous, or noxious goods in the Unit. You shall not store any food or perishable items in the Unit.

2.5 You will place one (1) and only one (1) lock on the Unit.

2.6 You shall not carry on any business out of the Unit without our written permission, and you shall not use the Unit for any unlawful purpose.

2.7 You shall not use tools, equipment or appliances in the Unit or on our premises, nor shall you perform any mechanical repairs or maintenance to any goods stored in the Unit or on our premises.

2.8 You acknowledge the Unit is clean and undamaged and agree to leave the Unit in the same condition. Prior to the Termination of this Agreement, you shall remove all goods and litter from the Unit. You shall be responsible to pay for any cleaning and/or damage charges resulting from the storage and/or removal of your goods.

2.9 You shall advise us in writing of any change in your address or other contact information, including but not limited to: phone number(s), employer, email address, emergency contact.

#### 3. LIABILITY

3.1 Our liability shall be limited to the exercise of ordinary diligence to prevent unauthorized access to the Unit. We shall not be liable for any damage or loss caused by an accident, fire, flood, theft, water penetration, changes in humidity, rising damp or act of God.

#### 4. INDEMNITY

4.1 You agree to indemnify and hold us harmless from and against any unauthorized or wrongful act on your part or your guest(s) or your agent(s) and for all costs, losses, expenses or liability thereby incurred by us either by reason of our having to do something or as a result of a legal proceeding relating to the Unit or its contents.

#### 5. NON-PAYMENT OF RENTAL

5.1 If you do not pay your rent when due, we may place a second padlock on the unit and you shall not be entitled to access the Unit until you have paid all charges owing. Under no circumstances may you remove any goods from the Unit while charges or fees are owing.

5.2 If you do not pay your rent when due, we may, 30 days after attempting to notify you, forcibly open the Unit, remove and hold all contents until all unpaid rent, fees, the costs of opening the Unit and any other expenses are paid. If you fail to pay what you owe us, we may, 15 days after attempting to notify you, sell the contents of the Unit by public or private sale or otherwise dispose of its contents as we see fit. We will use the proceeds of the sale to pay our expenses of sale, rent and other amounts owed to us. Any balance remaining is yours.

#### 6. TERMINATION

6.1 The rental may be terminated at any time:  
(a) by you paying your rental up to date and removing the contents of the Unit and your padlock, or  
(b) by us notifying you and you will then immediately remove the contents of the Unit, remove your padlock and pay rental up to the time you remove the contents and your padlock. If we have received rental for a period later than the date that you remove the contents of the Unit and your padlock, it shall be refunded to you without interest.

**7. ASSIGNMENT, SUBLEASE**

7.1 None of your rights under this agreement may be assigned or sublet.

**8. ACCESS**

8.1 We may restrict access to the Unit if we think it necessary to do so. We will allow or restrict access to the Unit if we are served with a court order or other legal process requiring us to do so.

**9. NOTICE**

9.1 Notice of non-payment, notice of termination or any other notice under this agreement will be sufficiently given to you if we contact or attempt to contact you by one or more of the methods you have given us. It is your responsibility to inform us of all changes to your contact information.

**10. INSURANCE**

10.1 Our obligations under this Agreement shall not be affected or modified in any way whether or not you decide to take out insurance coverage. You should consider insuring the contents of your Unit against loss resulting from theft, damage or destruction. We are able to arrange a storage insurance policy for you, at your option. If you choose this arrangement, Western Financial Group, or such other agency as we may designate, is the insurance agency handling the transaction.

**11. PAYMENT**

11.1 You may make payment in any one of the following methods:

- (a) Credit Card - if you initial here X \_\_\_\_\_, we will automatically process your payment when due each month by charging your credit card account.
- (b) Post-Dated Cheques - you may leave us post-dated cheques, which we will process as due each month.
- (c) Cheque by Due Date.
- (d) Pre-Authorized Bank Account Debit.

11.2 A \$40.00 NSF fee charge will apply for any returned payment.

**12. CHANGES TO FEES AND TERMS & CONDITIONS - AVAILABLE AT [budgetstorage.ca/terms/terms-and-conditions.php](http://budgetstorage.ca/terms/terms-and-conditions.php)**

12.1 Notice of a new fee or changes to an existing fee will be posted on our website (noted above) at least thirty (30) days prior to the effective date.

12.2 New or changes to Rental Agreement Terms & Conditions will be posted on our website (noted above).

**13. ALARMS**

13.1 If you set off an alarm you agree to pay a \$50.00 fee.

**14. CONTACT INFORMATION - POSTAL MAIL / TELEPHONE / EMAIL / CELLULAR / SMS**

14.1 You agree that we may contact you by any of these methods for the purposes of managing your account. To update your contact information please go to [www.budgetstorage.ca](http://www.budgetstorage.ca). Complete and Submit the Update Contact Information form.

**15. EMPLOYEE REPRESENTATION**

15.1 Employees cannot make representations that modify this Rental Agreement.

**16. FACILITY**

16.1 All security systems are for the benefit of Devon Transport Ltd. They are not a guarantee of safety or security and may not be operational during certain events.

16.2 If the facility is heated, there will be no heat if the power goes out or if the heating system fails for any other reason.

16.3 If the facility has an elevator it will not be operational if the power goes out or fails for any other reason.

16.4 All sizes quoted or noted on any documents are approximate.

16.5 You agree to pay for any damage to our facility caused by you or your guests.