

RENTAL TERMS & CONDITIONS (Revised 2022)
PLEASE READ THIS ENTIRE AGREEMENT AND REGULATIONS PRIOR TO SIGNING

We do not call our Customers prior to charging their Credit Card when the RENT becomes due!

By signing this Rental Agreement, the Customer agrees and permits Stow-Away RV Storage to charge his / her CREDIT CARD AUTOMATICALLY whenever the RENT and/or FEE(s) becomes due unless this Agreement is cancelled in writing 10 days prior to the expiry date of this Agreement.

PLEASE READ THIS ENTIRE AGREEMENT AND REGULATIONS PRIOR TO SIGNING

1. **RENTAL OF SPACE: Stow-Away RV Storage Ltd.** (the "Company") hereby agrees to rent the Customer the Space for the sole purpose of storing the vehicle or RV specified herein (collectively referred to hereinafter as the "Unit" or the "Customer's Unit") in the stall(s) specified (the "Space") in the storage facility located at the Company's address (the "Premises") during the Term of this Agreement on the terms and conditions as stated herein. (The Initial Storage Term specified and any automatic monthly period extensions provided for herein shall collectively constitute the "Term" of this Agreement). The Term shall be automatically extended for a **one-month** period upon the expiry of the Initial Storage Term and any one, six or twelve months extension period of the Term thereafter. The Company may refuse to extend the Term further provided the Customer has been given 10 days written notice of its intention not to extend the Term, in which case, this Agreement will terminate at the end of the Term. Provided no such notice to terminate the Agreement is provided to the Customer by the Company, the Term shall be extended automatically on a six months basis for successive six-months periods, unless this Agreement is otherwise earlier terminated in accordance with the conditions herein contained.

2. **RENT:**

- (a) The Monthly Rent and Initial Term Rent due hereunder shall be referred to collectively hereunder as "Rent". The Initial Term Rent is calculated on a one month basis, commencing on the Commencement Date and payable on that same date every month of the Term thereafter;
- (b) The Initial Term Rent shall be paid on or before the date of this Agreement and the Initial Term Rent shall be paid in advance on each one month or the agreed on rental period;
- (c) The Company reserves the right to accept payment only in credit card, debit card or money order, and reserves the right to reject any cheques tendered by the customer;
- (d) **Refund Policy: The minimum rental term is one (1) month. There are NO refunds if you move out before the agreed on rental term expires. Once you are moved out, the remainder of the Rental Term is considered forfeited to the Company;**
- (e) **By signing this Rental Agreement, the Customer agrees and permits Stow-Away RV Storage Ltd. to charge his / her CREDIT CARD AUTOMATICALLY whenever the RENT & FEE(s) becomes due unless this Agreement is cancelled in writing 10 days prior to the expiry date of this Agreement.**

3. **CUSTOMER'S PRIVILEGES:** While this Agreement is in force and provided that Customer is not in breach of any terms of this Agreement, Customer may:

- (a) use the Space for parking/storing the Unit of which Customer is in lawful possession; and
- (b) have access to the Space by swiping its security card or entering its security code 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 and such change will be posted on the Premises.

4. **INSURANCE:** The Customer warrants that they are solely responsible for the property they store on the Company's premises. The Customer is obligated to obtain and maintain in force during the term of this Agreement sufficient all perils insurance to protect the goods stored by the Customer on the Company's premises against any losses suffered by the Customer whether from loss, theft, vermin/rodents, fire, water damage, frost, breakage, rain, flood, snow, hail or any cause whatsoever.

5. **COMPANY'S RIGHT TO DISTRAIN UPON THE UNIT:** If the Customer shall fail to pay any Rent, fees or other sums due hereunder when due, and such failure is not rectified within 10 days of receipt of notice of such failure from the Company, the Company may distrain upon the Unit and may cause the removal and sale of the Unit whether it is in the Space or on the Premises. Any such sale by the Company may, in its sole and absolute discretion, be effected by private contract and for such purpose the Company may at the Customer's expense, employ such bailiffs or agents as it deems appropriate. To affect its right to distrain, the Company may remove the Unit from the Premises, or if it sees fit, leave it on the Premises or in the Space and secure the Unit. To secure the unit, the Company may take any security measures on the Unit or the Premises it sees fit to prevent removal of the Unit by the Customer, including but not limited to a tire lock, without effecting a termination of this Agreement. In the event of a sale of the Unit by the Company pursuant hereto, the Company shall dispose of the proceeds of the sale first to pay all outstanding amounts owing by the Customer hereunder, including any costs and lawful charges incurred in respect thereto, and pay the balance of the proceeds of sale, if any, to the Customer. The Customer does hereby release the Company and its servants, agents, employees, contractors and affiliates from and against any and all loss, damages, costs and liability whatsoever arising from a wrongful dis-tress or seizure hereunder.

6. **DEFAULT IN PAYMENT:** Customer shall be deemed in default automatically upon nonpayment of any Rent, Fees or Charges when due without further notice to the Customer. In the event of the Customer's default in payment of Monthly Rent or other charges due hereunder, and the securing or removal and storage of the Unit, the Customer shall be liable for Monthly Rent and other applicable fees and charges to and including the date on which all Monthly Rent and arrears and other charges of the Company are paid in full (at which time the Customer shall remove the Unit), or the Customer shall be liable for all Monthly Rent and arrears and lawful charges of the Company to and including the date of removal by the Company and storage or sale of the Unit, as the case may be; but in the latter case the Customer shall thereafter be liable for all of the Company's lawful charges including a cost for storage which is hereby agreed to and shall be not less than TWO times the amount of Monthly Rent required hereunder. In the event that the Company removes and stores the Unit, it shall be entitled to store the Unit in any other available space at the applicable storage fee, whether or not the fee for storage in such space is lower or higher than the Monthly Rent and the Company shall not be liable for any increased fees as incurred or charged by the Company at its sole discretion, damage or inconvenience to the Customer in respect thereto. **WHEN THE CUSTOMER IS IN DEFAULT OF TIMELY PAYMENT OF MONTHLY RENT, THE COMPANY MAY REQUIRE CUSTOMER TO MAKE PAYMENT OF OUTSTANDING CHARGES AND FUTURE MONTHLY RENT BY CREDIT CARD, DEBIT CARD or MONEY ORDER AND THE CUSTOMER HEREBY AUTHORIZES**

THE COMPANY TO CHARGE THE CUSTOMER'S CREDIT CARD SPECIFIED ABOVE FOR ANY OUTSTANDING ARREARS IN PAYMENTS, FEES CHARGES AND INTEREST DUE.

7. USE, MAINTENANCE AND REPAIR:

- (a) Customer is permitted access to the Space solely for the purposes of deposit, storage and removal of the Unit, or to retrieve articles from or place articles in the Unit and the Customer shall not access or use the Space for any other purpose or in a manner that constitutes waste, nuisance or unreasonable annoyance to the Company or other customers;
- (b) The Customer may only park/store the Unit in the Space if the Customer is the owner of the Unit or is authorized by the owner to store/park the Unit in the Space;
- (c) The Customer shall not use the Space for any unlawful purpose;
- (d) The Customer shall be responsible for the repair and reclamation of the Space to Company's satisfaction, including the clean-up of oil or other fluid spills caused by the Customer.
- (e) The Customer shall not:
 - (i) Smoke within or upon the Space or the Premises;
 - (ii) Erect any signs, notice or advertising material on any part of the Premises or Space; or
 - (iii) Conduct any repairs, fabrication, mechanical or other related work on the Space or Premises without the written consent of the Company which may be unreasonable withheld by the Company at its sole discretion.

8. The Company reserves the right to move your RV / Boat / Vehicle to another parking stall for maintenance or repair purposes or for any other reason. At the Company's discretion this move may be permanent and at no cost to the Customer.

9 NO LANDLORD AND TENANT RELATIONSHIP: The Company, its employees, servants, contractors or agents may enter upon the Space for ANY purpose, including but not limited to confirming Customer's compliance with this Agreement, or in the event of perceived emergency. No advance notice of such entry is required or will be given to Customer. If the Company must enter the Unit for reasons of emergency or for the removal, storage or sale of the Unit pursuant to this Agreement, the Customer hereby authorizes the Company to enter the Unit using whatever reasonable means necessary. The Customer acknowledges and agrees that:

- (a) a limited Landlord and Tenant relationship is created by this Agreement;
- (b) although the Customer is parking/storing the Unit in the Space, such storage or parking does not constitute a bailment AND THE COMPANY IS NOT A BAILEE AND HAS NO OBLIGATIONS OR LIABILITIES WHATSOEVER TO SECURE, PROTECT OR MAINTAIN THE UNIT; and
- (c) the Customer is not entitled to any privacy rights in respect to the Space and any rights that a Tenant may typically have in a Landlord and Tenant relationship are specifically limited in this Agreement and do not exist except as otherwise specifically provided herein. In addition to any other rights of entry or re-entry the Company may have, the Company may, upon presentation of lawful demand, permit access to or the removal of goods from the Customer's allocated space or goods located thereon, as may be required by law without notice to the Customer, or liability to the Customer for any loss or removal of property, or any damages associated therewith.

10. NON-LIABILITY OF COMPANY AND INSURANCE OBLIGATION OF CUSTOMER:

- (a) THE COMPANY SHALL HAVE NO OBLIGATION TO INSURE CUSTOMER'S UNIT OR PROPERTY STORED ON THE SPACE;
- (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 CUSTOMER'S UNIT OR PROPERTY RESULTING FROM FIRE, WATER, EXPLOSION, VANDALISM, THEFT OR VERMIN.
- (d) The Company shall have no liability to Customer for any injury to Customer, its agents, invitees or others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Customer. 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 WAIVES 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 UNIT or the Customer's property, 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 or loss or damage to the Unit or the Customer's property on the Space are limited to those specifically contained in this Agreement.

11. 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 on the Space Premises by the Customer, its agents, employees, invitees or affiliates at any time during the term of the Agreement.

12. NO ASSIGNMENTS: The interest of the Customer in this Agreement may not be sublet or otherwise transferred in whole or in part by the Customer, or by operation of law without the prior written approval of the Company, which approval may be unreasonably withheld. The approval by the Company to any assignment, subletting or other transfer shall not be deemed to be an approval of any other assignment, subletting or other transfer.

13 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 latent or patent defects therein or any damage caused thereby, including damage caused by fire, water leaks, flooding, sinking, soil shifting, vermin, moisture, cold, heat, dryness or any other condition of the Space or Premises from time to time.

14. NOTICES: Notices to be given to the Customer under this Agreement shall be in writing and deemed 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 by posting details thereof on the Company's web site. In the case of notices to the Company, notices must be served personally, by postal mail, 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, when deposited 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 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.

15. **HOLDOVER & POWER OF ATTORNEY:** If the Customer does not vacate the Space by the end of the Term, as extended from time to time pursuant to the terms hereof, then in order to settle the account between the Company and the Customer and relieve the Company of any further obligations, the Company shall have the right to deal with or dispose of the Unit and any property stored in the Unit or on the Space as it sees fit, subject to the terms of this Agreement, and the Customer hereby grants the Company its power of attorney to take all such action and execute and serve all such documents as are required to effect such purpose. If the Customer has not vacated the Space after this Agreement has terminated, the Company may elect to allow the Customer to holdover the Space on a month-to-month basis at a monthly rent equal to 1.5 times the Monthly Rent provided above or at a monthly rent prevailing for similar space at the time, whichever is greater, and subject to all terms of this Agreement, except the provision for term. At the Company's option, the interest of the Customer in the Unit and any property not removed from the Space 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 Unit and such property left in the Unit or on the Space for the purpose of settling all amounts owing hereunder and removing or discharging any liens or security interests that the Unit and property may be subject to. Any surplus proceeds of sale in such instances shall vest in the Customer.

16. **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.
- (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.

17. **NON-COMPLIANCE WITH AGREEMENT:** If the Customer is in breach of any of the provisions of this Agreement 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 or take such other action(s) provided for herein if the breach remains uncured by the end of the notice period. Such termination or other action shall not relieve the Customer of the obligation to pay Monthly Rent and other charges owing under this Agreement.

18. **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 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 as-signs.

19. **STORAGE OF DANGEROUS GOODS:** ITEMS NOT ALLOWED on the Space include dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in containers other than the gas tank of the Unit, oil or wet piled rags, perishable or packaged foods not in sealed cans, illegal or stolen goods, or weapons of any kind, or any other items which constitute a potential hazard or inconvenience to other Customers.

20. **TERMINATION BY CUSTOMER:** THE CUSTOMER MAY TERMINATE THIS AGREEMENT AFTER THE INITIAL RENT TERM BY GIVING THE COMPANY A MINIMUM OF **TEN (10) DAYS written NOTICE** PRIOR TO terminating this Agreement.

21. **CUSTOMER TO REPORT AT OFFICE:** THE CUSTOMER MUST REPORT AT THE OFFICE ON THE PREMISES AND ADVISE THE COMPANY WHEN THE UNIT AND ITS PROPERTY HAVE BEEN REMOVED AND THE SPACE HAS BEEN RETURNED TO ITS ORIGINAL CLEAN AND VACANT CONDITION. The Customer agrees to clean up and remove all oil or liquid spills left by the Customer on the Space.

22. **INVOICES & STATEMENTS:** NO INVOICES OR STATEMENTS WILL BE SENT. If Customer requires an invoice, receipt or statement, please request one and it will be emailed to you.

23. **EXTRA CHARGES WILL BE ASSESSED FOR:**

- 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 and will be added to the total outstanding account balance.
- b) A clean-up fee will be charged if the space is left in unclean condition: **\$100.00**
- c) A termination fee equal to **one month rental fee** will be charged if Customer fails to give notice to vacate at least **ten (10) days** in advance of removing the Unit from the Space.
- d) **A PET WASTE REMOVAL FEE WILL BE CHARGED IF CUSTOMER DOES NOT PICK UP ANY WASTE LEFT BY ITS PETS: \$25.00**
- e) If your unit is not parked in the center of your stall and the adjacent renter(s) are unable to park in the their stall(s), you will be charged rent for the adjacent stall in addition to your stall until your unit is moved/parked properly in the centre of your stall to allow the adjacent renter(s) to park in their designated stall. The Company reserves the right to move your unit into proper parking position for a fee of **\$25.00**.

24. PRIOR TO REMOVAL OF THE UNIT OR ANY PROPERTY ON THE SPACE, ALL OUTSTANDING MONTHLY RENT AND IF APPLICABLE EXTRA CHARGES MUST BE PAID IN FULL.
25. The Company reserves the right, for the purpose of parking lot maintenance, realignment of parking stalls, reassignment of parking stall or any other reason deemed necessary by the Company, to move your Unit within the securely enclosed storage yard to another parking stall for temporary or permanent parking.
26. Only one Unit shall be parked per stall UNLESS otherwise authorized.
27. The parties to this Agreement hereby agree that this Rental 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.

RULES OF ACCESS TO AND USE OF SPACE

1. **YOU MUST STOP and ENTER YOUR PIN NUMBER** into the keypad (s) at the gate entrance and exit (even if the gate is open) each time you require entry, before proceeding into compound as well as before you leave the compound. When entering the compound please stop on the inside of the gate until the gate begins to close to prevent unauthorized vehicles from entering the premises.
2. Please Park backing into your stall unless otherwise directed and keep your unit in the center of your stall.
3. Maximum speed limit in compound is 15 KM. Please obey traffic signs. Also note some roads are designated as one way only.
4. Business Hours are posted on the Premises and may change from time to time without notice.
5. 24-hour site access is only available to customers whom have signed up and paid in full.
6. **The Company uses POISON for RODENT / VERMIN control.**
7. **PETS MUST BE KEPT ON A LEASH AT ALL TIMES** and small children should be supervised closely.

RV & VEHICLE PARKING REGULATIONS

YOU ARE NOT PERMITTED TO:

- a) Discharge the clean, grey or black water storage tanks onto the Company's property, other than the designated tanks on-site. Violators will be charged a \$350.00 environmental cleanup fee. Black and grey water valves must be closed securely to avoid leaking or odors.
- b) Use plywood or other hard material for wheel covers. Strong winds in this area could pick up the wheel covers and cause damage or injury.
- c) Discharge propane Tanks on the premises.
- d) Have the contents of the RV (fire wood, barbeque and other paraphernalia) stored outside the unit.
- e) Tarps must be tightly secured so that they don't flop in the wind.
- f) Awnings and steps / stairs must be retracted and tightly secured.

Stow-Away RV Storage Ltd.