

S&S

Self Storage Units

Mailing Address:
164 Third Lake Road
Barnesville, NB, E5N 2N3
Phone: 506-832-3539

Storage Site Location:
55 Robertson Road
Lakeside, NB, E5N 6N8

Cell: 506-647-9602

Email-smithjn@nb.sympatico.ca

UNIT # _____

Renter's Name: _____ (hereinafter the "Renter")

Address: _____

Telephone: _____

Email Address: _____

Photo ID Driver's Lic. # DOB

(Driver's Lic.#) _____

This Agreement is to serve as a rental agreement between **S&S Self Storage Units** (hereinafter the "Owner") and the Renter. In consideration of the fees and charges set forth and subject to the terms and conditions of this Agreement the parties agree as follows:

- (1) **Details of Unit:** In exchange for the monthly rent described in this Agreement, the Owner will provide to the Renter the use of storage Unit # _____, (the "Unit") located at 55 Robertson Road, Lakeside, New Brunswick (hereinafter the "Premises").
- (2) **Terms of Lease:** The lease is month-to-month, beginning on the date of this Agreement and ending on the last day of the month. The lease shall automatically renew itself on the first of each month. Upon renewal of the month-month lease, the Renter will be billed for the full month of the lease's commitment.
- (3) **Terms of Payment:** The Renter agrees to pay the Owner the amount of _____ plus HST for a total amount of _____ (the "Rent") in exchange for the use of the Unit. The monthly fee is payable in advance by post-dated cheques, dated the first day of each month during occupancy. The Rent for the first month must be paid prior to occupancy by cheque, money order or cash. If the Renter elects to make the payments under this Agreement in cash, the Renter herein agrees to deliver the cash payments to the Owner at least fifteen (15) days before the first day of each month.
- (4) **Additional fees:** The following additional fees are applicable:
 - a) an additional \$5.00 fee per day will apply after the 2nd day of non-payment and the said additional fee will be added for all subsequent days thereafter until the account is up-to-date or until this Agreement is terminated; and
 - b) a \$30.00 fee for all non-sufficient-fund (NSF) cheques.
- (5) **Personal Property:** "Personal Property" as used in this Agreement means the property belonging to the Renter, and includes movable property not permanently attached to the land, and also includes goods, merchandise, household items, watercraft, motor vehicles and anything else stored by the Renter.
- (6) **Insurance:** The Renter hereby acknowledges, understands and agrees that the Owner does not insure for any loss from any cause to the Renter's Personal Property. All Personal Property brought onto the Premises or left in the Unit, and the use of the Unit by the Renter, including being on the Premises is at the Renter's sole risk. The Owner is in no way or under any circumstances responsible or liable for loss, injury or damage to such Personal Property, or for personal injury or death derived from any cause whatsoever. The Renter shall indemnify and hold blameless the Owner and its agents against all liability, claims damages or expenses due to or arising out of an act or neglect by the Renter or its servants, employees, agents, invitees, or licensees, or any other for whom the Renter at law may be responsible on and about the Unit, or due to or arising out of any breach by the Renter of any provision of this Rental Agreement including liability for injury or damages to the persons or property of the Renter's servants, employees, agents, invitees or licensees.

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(7) **Use of Unit:** The Unit is to be used by the Renter solely for the purpose of storing personal property belonging to the Renter.

- a) The Renter hereby states and warrants that he/she is the owner of the personal property contained in the said Unit.
- b) The Renter expressly agrees to the following specific terms and conditions governing the use of the Unit:
 - (i) The Renter shall only have access to the Unit from **7 AM to 10 PM daily**;
 - (ii) The Renter agrees to keep the Unit locked at all time;
 - (iii) The Renter agrees not to use the Unit for any unlawful purposes;
 - (iv) The Renter understands and acknowledges that the Unit is an Unheated, Non-Climate Controlled area and the Renter further agrees not to introduce any heating source into the Unit;
 - (v) The Renter agrees that all entrances and driveways must not be obstructed or used for any purpose other than for loading and unloading stored property. Vehicles are to be parked so they do not obstruct access to the buildings on the Premises;
 - (vi) The Renter will not leave the door to the Unit open so as to permit the entering of rain, snow or other damaging elements;
 - (vii) The Renter agrees to maintain fire and theft insurance for any vehicles (including cars, trucks, boats, snowmobiles, and all terrain vehicles) in the Unit at all times while said vehicle(s) is stored in the Unit.
 - (viii) The Renter agrees that any vehicles stored in the Unit must have their batteries disconnected at time of storage.
 - (ix) The Renter agrees to be responsible for the Renter's own trash and garbage removal;
 - (x) The Renter agrees not to house live animals in the Unit;
 - (xi) The Renter agrees not to use the Unit for residential purposes;
 - (xii) The Renter agrees not to conduct any business or commercial transactions in or about the Unit;
 - (xiii) Renter agrees not to store any explosives, highly inflammable materials, goods or substances, or any other explosives, toxic, corrosive, organic, biological, chemical, odorous, or noxious materials, good or substances in the Unit that would cause damage or contamination to the Unit.
 - (xiv) The Renter agrees not to store any materials that are a health hazard in the Unit, including perishable food items;
 - (xv) The Renter agrees not to commit waste, nor alter, nor affix signs on the Unit, and to keep the Unit in good condition and repair, and shall report immediately to the Owner any damage it has caused. No alteration or improvement to the Unit can be made without the Prior Written Consent of the Owner and no other locking devices except the Renter's padlock shall be added to the Unit by the Renter; and
 - (xvi) The Renter agrees to comply with all applicable federal, provincial, municipal or county requirements, regulations, ordinances and statutes;

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- (8) **Inspections:** The Renter shall permit the Owner to inspect the contents of the Unit in the presence of the Renter if needed, at any time between 7 am and 10 pm. The Owner shall notify the Renter in writing of Owner's intention to exercise the Owner's right to inspect the contents of the Unit. The Owner may without prior notice to the Renter, forcibly or otherwise, enter the Unit for the sole purpose of inspection if the Owner has reason to believe that the Unit has been abandoned, or that a hazardous condition and/or nuisance has been created, or is occurring in the Unit. The Renter grants permission to the Owner to enter the Unit at any time at the sole discretion of the Owner to make repairs and alterations to the Unit, and the Owner reserves the right to relocate the Renter to any other Unit of comparable size if required.
- (9) **Defaults:** The Renter agrees and acknowledges that the following constitute **events of default under this Agreement:**
- a) if the Renter has failed to pay the rent or any other charges in accordance with this Agreement;
 - b) if the Renter has abandoned the Unit pursuant to section (8) or (11) of this Agreement;
 - c) if the Renter becomes insolvent or declares bankruptcy and makes an assignment for the benefit of creditors or is subject to any enactment relating to liquidation, winding up or seizure of property; or
 - d) if the Renter breaches any of the conditions, covenants, promises or any obligations described in this Agreement.
- (10) **Enforcement:** The Renter acknowledges, understands and agrees that in the event he or she is found to be in default under this Agreement, the Owner has the following rights:
- a) to terminate this Agreement immediately and deny the Renter access to the Unit by over-locking; and
 - b) to take any Personal Property of the Renter by distress under section 20 of the *Landlord and Tenant Act* to recover any unpaid rent and any unpaid fees or costs in accordance with this Agreement.
- (11) **Termination:** Either the Owner or the Renter may terminate this Agreement by providing a minimum of two (2) weeks written notice (hereinafter the "Notice Period"). It is the Renter's responsibility to vacate the Unit within this Notice Period. Any property remaining in the Unit after the expiration of the Notice Period will be deemed to have been abandoned by the Renter and may be disposed by the Owner. The Renter covenants that the Unit shall be left in its original condition except for normal wear and tear and the Owner upon termination of this Agreement will inspect the Unit to assess its final condition and content.
- (12) **Waiver:** No failure to enforce at any time or from time to time any of the rights of the Owner under this Agreement shall prejudice such rights or any other rights of the Owner and no waiver at any time or from time to time of any such rights of the Owner shall prejudice such rights in the event of any future default or breach.
- (13) **Indemnity:** The Renter agrees to indemnify, hold harmless and defend the Owner from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereafter brought by others arising out of the Renter's use of the storage Unit and common areas. The Renter further agrees to indemnify the Owner for any and all claims of third parties arising out of the sale or other disposition of the Renter's Personal Property.
- (14) **Changes in Rent, Collection Services Charges, Other Expenses and Ownership:** Given the nature of this Agreement as a month-to-month tenancy, this Agreement has the potential for lasting several years. Therefore, the Owner hereby reserves the right to modify or change the monthly rental amount, collection services charges, and other terms related to the enforcement of this Agreement.

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- (15) **Notices:** All notices required to be given under the terms of this Agreement shall be in writing and shall be sent by regular Canada Post, unless otherwise stated herein and addressed to the party to be notified at the addresses herein stated above. **The Renter agrees and acknowledges that the Owner will use the address indicated on the 1st page of this Agreement to give any notice under this Agreement.** It is the responsibility of the Renter to report, in writing to the Owner, any change in their contact information (address or phone number, etc.).
- (16) **Solicitors' Fees, Costs of Collection, Enforcement:** The Renter agrees to pay all costs incurred by the Owner relating to any enforcement proceedings pursuant to section (10) of this Agreement, including solicitors' fees, costs of collections, and other administrative costs.
- (17) **Assignment /Sublet:** This Rental Agreement cannot be assigned or sublet by the Renter without the express consent of Owner.

Signed at _____, New Brunswick this _____ day of _____, 20____.

Renter's Signature

S&S Self Storage Unit Representative