

STORAGE USER AGREEMENT (the “User Agreement”)

Terms & Conditions

In consideration of the monthly user fees as set forth in Section 4 and charges herein set forth (collectively, the “User Fees”) and subject to the following Terms and Conditions, 93 Mile Storage Ltd. dba 93 Mile Storage (the “Owner”) agrees to permit the person identified as the client in Section 1 (the “Client”) to use the storage space (the “Storage Space”) as described in Section 4 for the storage of property (individually or collectively, the “Property”) as described in Section 2.

Use of Storage Space

The Storage Space assigned to the Client shall be used by the Client for storing the Property in accordance with the Client’s obligations. **The Client shall not at any time use the Storage Space as a residential premise as defined in the Residential Tenancy Act.**

(a) Client Privileges

The Client, its employees, guests, licensees, contractors, subcontracts and invitees (each, a “Controlled Party”) shall have access to the Storage Space from 7:00 a.m. to 10:00 p.m., seven (7) days per week, as long as the account is in good standing.

(b) Client Obligations

- The Client agrees to pay a one-time Administration Fee of \$25.00.
- The Client shall pay the total monthly User Fees and all other charges when they become due. Other charges will include but are not limited to NSF charges (\$25.00), Late Fee charges (\$25.00), third party repair or contracting bills, maintenance costs, or any other expense incurred pursuant to the terms described in the User Agreement.
- The Client shall not make any repairs, alterations, replacements or improvements to the Storage Space or Premises, without exception. Damage caused by the Client will be repaired by a third-party contractor at the Owner’s direction and any such repairs will be billed directly to the Client.
- The Client shall not interfere in any significant way with the rights of other clients on the Premises.
- The Client shall not perform any illegal acts or carry out any trade, business or occupation on the Premises.
- The Client shall not store food of any kind, flammable materials, hazardous materials, toxic materials, firearms, explosives or any inherently dangerous materials; or any property which would result in the violation of any law or regulation of any governmental authorities.
- The Client acknowledges and agrees that only one lock is allowed per door latch.
- The Client shall at all times during the term of this User Agreement, at its sole cost, keep and maintain in a clean and tidy manner and in good order the Property and the whole of the Storage Space. Only the designated Property may be kept in the Storage Space. No debris or other items may be stored in or around the Storage Space, at any time.

- The Client shall not make any repairs, alterations, improvements, or servicing of the Owner's Property, including, without limitation, oil changes and radiator flushes, or washing of the Property.

Rental Period

This is a month-to-month Agreement, commencing on _____ (the "Commencement Date") and renewing on a monthly basis until terminated by either party as provided herein (the "Term").

Monthly Storage Rate

The monthly User Fees are as set forth in Section 4 of this User Agreement. The Client acknowledges that these rates are subject to change. The Owner agrees to give the Client sixty (60) days prior notice of any change in the User Fees. This User Agreement shall be deemed to be so altered if the Client continues occupancy beyond the effective date of the increase.

A new User Agreement does not have to be executed for any User Fees to increase. All rental periods are subject to a minimum thirty (30)-day charge. Rental period charges are charged for a full month. No refund will be given if the Client vacates the Storage Space prior to the end of the current month.

The Storage Space Fit for Use

The Storage Space is provided to the Client on an "as-is where-is" basis. The Client accepts the Storage Space as being in good order and suitable for the purpose intended. The Client accepts the Storage Space at its own risk.

Conditions of Use

The Owner and any employee, servant, or agent of the Owner may access the Storage Space with or without notice in the event of an emergency, repair, alteration or inspection at the Owner's discretion, and remove any article or remedy any condition which, in the opinion of the Owner, would be likely to lead to cancellation of any policy of insurance on the whole or any part of the Owner's Property.

The Owner may, at their discretion, deny access to the Premises in case of inclement weather (in particular, after significant snowfall) or emergency.

The Client acknowledges and authorizes electronic communications for all rental invoices, receipts and all other notifications from the Owner, including notices relating to any default in payment of User Fees and notices of any impounded Property from the Storage Space.

The Owner shall not owe a duty of care as an occupier pursuant to the Occupiers Liability Act, R.S.B.C. 1996 to the Client, to see that the Client or the Property will be reasonably safe in using the Storage Space or the Premises.

Vehicle Parking - Ownership of Property

The Client represents and warrants that they are the sole owner of the Property and that the Property is registered in the name of the Client. The Client understands that proof of ownership and insurance must accompany this User Agreement, and agrees that the Owner has the right to request proof of continued ownership and insurance at any time during the term of this User Agreement. Client must maintain a valid current license plate and registration for the vehicle comprising the Property at all times while stored in the Storage Space.

Access Code

In order to facilitate access to the Storage Space on the Premises, the Owner will provide to the Client, a unique passcode which will provide gate access during designated hours.

No representatives or employees of the Owner will be located on or at the Premises to provide access to the Storage Space. In the event the Client requires assistance to gain access to the Storage Space, the Client is directed to call or text 250-706-6626.

Hazardous Substances

Throughout the Term, the Client shall, with respect to its use and occupation of the Storage Space, observe and comply with all environmental laws, regulations and other requirements affecting the Premises as enacted by the Province of British Columbia or the Government of Canada (collectively, the “**Environmental Laws**”). The Client is strictly prohibited from allowing or authorizing any hazardous or toxic substance, as defined or declared to be such pursuant to any Environmental Laws (a “**Hazardous Substance**”) from entering onto or being released in the Storage Space in levels that are prohibited by the Environmental Laws. In the event a Hazardous Substance is released in the Storage Space, the Client will be charged, without limitation, for any required environmental cleanup and, if any, any governmental environmental penalties.

Garbage

The Client shall be solely responsible for its own garbage collection and off-site disposal. All garbage cleanup performed by the Owner will be invoiced to the Client at a charge of \$150.00 per incident.

Sub-Leasing and Assignment

The Client is strictly prohibited from sub-letting any part of the Storage Space or assigning this Agreement.

Notice

Notice on any matter relating to this User Agreement shall be deemed given when the Owner sends an e-mail to the e-mail address set out in Section 1 or official change of address. The Client shall notify the Owner of any change in contact information (telephone, mailing address or e-mail address) in writing within twenty (20) days of such change.

Payment of User Fees and Charges

User Fees for all months are due on the first (1st) day of the month. The Client is responsible for ensuring that the credit card information is kept up to date. The Client hereby authorizes the Owner

to pay all monthly User Fees and other charges incurred by the Client, or in the Client's name, in accordance with information in Section 3 of this User Agreement.

Children and Pets

Any children and/or pets on the Storage Space or Premises must be supervised at all times. The Owner assumes no liability for children or pets.

Termination

The Client may terminate this Agreement with thirty (30) days written notice to the Owner and payment of all amounts owed under this Agreement to the Owner. If the Client terminates this Agreement without thirty (30) days written notice, the Client may be charged an early termination fee equal to one month of the User Fees. If the Property remains in the Storage Space after the thirty (30)-day notice period, the Client will be charged for another month of the User Fees. On or before the expiry of the thirty (30)-day notice period, the Client shall vacate the Storage Space and remove the lock and any Property. If the Client fails to remove the lock and Property on or before the expiry of the thirty (30)-day period, the Property shall be deemed abandoned, and the Owner may take possession of the Property and dispose of it in the manner as set out in Subsection 22(a). The Owner may terminate this Agreement by providing to the Client thirty (30) days written notice. Such notice may be mailed to the Client's last known address, emailed to the Client's email as provided in this Agreement, or posted in the Storage Space. On or before the expiry of the thirty (30)-day notice period, the Client shall pay all owed amounts under this Agreement to the Owner, vacate the Storage Space, and remove the Property. If the Client fails to remove the Property on or before the expiry of the thirty (30)-day period, the Property shall be deemed abandoned, and the Owner may take possession of the Client's Property and dispose of it in the manner as set out in Subsection 22(a).

Completion of Term

On or before 11:59 PM on the last day of the Term, the Client shall remove the Property from the Storage Space. If the Client fails to remove the Property on or before 11:59 PM on the last day of the Term, the Property shall be deemed abandoned, and the Owner may take possession of the Property and dispose of it in the manner as set out in Subsection 22(a).

Vandalism and Theft

In the event the Client or a Controlled Party is caught vandalizing or stealing from another occupier on the Premises, this Agreement shall automatically be terminated. The Client shall immediately pay all owed amounts under this Agreement to the Owner to vacate the Storage Space and remove the Property. If the Client fails to remove the Property, the Property shall be deemed abandoned, and the Owner may take possession of the Property and dispose of it in the same manner as set out in Subsection 22(a).

Penalties

Late payments and past due balances are subject to a \$25.00 service charge in addition to any other costs levied under this Agreement.

Default

Except as otherwise provided in this Agreement, if the Client is in default of any of the provisions of this Agreement, the Owner, at its sole option, may take one or more of the following actions:

- a. If any amount payable under this Agreement remains unpaid for a period of more than seven (7) days, the Owner may terminate this Agreement by written notice to the Client. The Client shall have ten (10) days from the date the notice was provided to remove the Property from the Storage Space failing which the Property shall be deemed abandoned and the Owner may, at its option, enter onto the Storage Space, take possession of any and all of the Property situated thereon and dispose of the Property by public auction, private sale, or return the Property to the Client's last known address. After such disposal, the Owner shall not be obligated or liable to the Client for any of the Property that was disposed of. The Owner may purchase the Property at the auction or private sale. The proceeds of any sale shall be applied first to any amounts due under this Agreement, secondly to any costs incurred in disposing of the Property, and thirdly to costs and charges relating to the event of default.
- b. If any amount payable under this Agreement is in arrears for more than five (5) days, the Owner may deactivate the Client's gate access until the amounts owing are paid in full. Once all owed amounts are paid in full by the Client, the Owner will promptly reactivate the Client's gate access. In the event this Agreement is terminated or the Term completed prior to the outstanding amount being paid in full, the Client shall have ten (10) days from the date of termination or completion of the Term to pay all outstanding amounts and remove from the Storage Space the Property. If the Client fails to pay all outstanding amounts and remove the Property after the ten (10) day period has expired, the Property shall be deemed abandoned and the Owner may take possession of the Rental Property and dispose of it in the manner as set out in Subsection 22(a).
- c. If the Client is in default of any provision of this Agreement, the Owner may forthwith move the Property to a location of its choice. Once the default has been cured, and all owed amounts are paid in full by the Client, the Owner will return the Property to the Storage Space. In the event, this Agreement is terminated or the Term completed prior to the default being cured and all outstanding amounts being paid in full, the Client shall have ten (10) days from the date of termination or completion of the Term to pay all outstanding amounts and remove from the Storage Space the Property. If the Client fails to pay all outstanding amounts and remove the Property prior to the expiration of the ten (10) day period, the Property shall be deemed abandoned and the Owner may take possession of the Property and dispose of it in the manner as set out in Subsection 22(a).
- d. Upon the Client becoming bankrupt, insolvent or assigning its rights to any of the Property located on the Storage Space to any other party, by process of law or otherwise, the Owner shall have the right to immediately enter the Storage Space, take possession of the Property and dispose of it in the same manner as set out in Subsection 22(a).

Release and Indemnification

All property kept or stored in the Storage Space shall be stored at the risk of the Client. The Client releases the Owner, its officers, attorneys, agents, directors, shareholders, and employees (collectively, the “**Released Parties**”) from any claim regarding property storage or may occur as a result of storage. The Client shall also indemnify and save it harmless the Owner, its directors, officers, shareholders, agents, employees, and representatives from any and all loss, including loss of fee and other amounts payable by the Client pursuant to this User Agreement, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this User Agreement, or any occurrence in, upon or at the Premises or the occupancy or use by the Client of the Storage Space or any part thereof, whether or not the Owner, its directors, officers, shareholders, agents or servants, employees or other persons for whom it may be in law responsible, are negligent. If the Owner, without fault on its part be made party to any litigation commenced by or against the Client, the Client shall protect, indemnify and hold the Owner harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Owner relating to such litigation. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE PROPERTY AND ANY DESIGNATED VEHICLES, INCLUDING THEIR CONTENTS, ARE PARKED ENTIRELY AT THE CLIENT’S RISK AND VEHICLE CONTENTS ARE NOT COVERED UNDER ANY INSURANCE

PROGRAM MADE AVAILABLE BY THE OWNER AND THE CLIENT MUST LOOK TO ITS OWN INSURER TO SATISFY ANY CLAIM WHICH MAY ARISE ON ACCOUNT OF DEATH, INJURY, LOSS OR DAMAGE REGARDLESS OF THE CAUSE.

Insurance

The Client acknowledges that the Owner IS NOT, UNDER ANY CIRCUMSTANCES, LIABLE FOR LOSS OR DAMAGE TO ANY GOODS OR ANY PROPERTY STORED IN THE STORAGE SPACE OR ON THE PREMISES, and that the Owner is only providing space to the Client for the storage of unidentified goods at the Client’s OWN RISK and that the Owner is not a bailee or warehouseman, does not have custody of, and has no obligation to care for or preserve, the Property.

Without limiting the generality of the foregoing, the Client hereby discharges and releases the Released Parties from any action, claims, damages, demands, expenses, and liabilities that the Client now or hereafter may have WHATEVER THE CAUSE, EVEN IF arising out of the negligence or other default on the part of the Released Parties.

The Client acknowledges that they shall maintain contents or storage insurance with respect to the Property.

Following this Agreement’s execution and annually thereafter, the Client will furnish the Owner with a satisfactory insurance certificate.

Special Conditions

Notwithstanding anything herein contained to the contrary, the Owner has the right to (i) relocate the Property to an area of comparable size or (ii) terminate the Client's right to use the Storage Space, in either case, on thirty (30) days prior written notice.

Inspection

The Client agrees that, other than in the case of an emergency, the Owner shall have the right to access the Storage Space upon 24 hours written notice to the Client for the purpose of ensuring compliance with this Agreement.

Enurement

This User Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia, and any disputes shall be subject to the jurisdiction of the courts of British Columbia.

Acknowledgment

The Client acknowledges that it has read, understands, and consents to the terms of this Agreement.

SIGNATURES

The Client acknowledges and confirms that:

- a. The Client has achieved the age of majority in effect in the Province of British Columbia;
- b. The Client is entering into this User Agreement as principal, for its own account, and not as agent for or nominee of any other person;
- c. The information contained in the Client information form is true, complete and correct in all material respects and does not contain any information which is false, misleading or fraudulent

The Client confirms that upon the Client's electronic acceptance of this User Agreement, all of the provisions of this User Agreement constitute a legally valid and binding obligation of the Client, enforceable against the Client in accordance with the terms hereof, including the heirs, estate trustees and other personal representatives of the Client.

Date:

I, _____, agree to the terms and conditions of this User Agreement.