

Battleford Mini-Storage - Tenancy Agreement, Standard Conditions, Terms

PARTIES The landlord in this agreement is (Fortier Mattila Appraisals Inc. - owner of Battleford Mini-Storage, ie. 461-16th Street W, Battleford, SK S0M0E0), with the tenant identified as the applicant.

RENTAL SPACE AND PREMISES The Landlord hereby rents to the Tenant the use of space(s) assigned hereby known as (the "Space"). The physical address of the property is; 461-16th Street West, Battleford, SK S0M0E0. The Unit number or outdoor stall number will be assigned by Battleford Mini-Storage to approved Applicants only.

ASSIGNMENT AND SUBLET The tenant and landlord agree that the space is not to be assigned or subletted without written permission of landlord. Lease to be binding on all heirs of tenant.

OCCUPANCY AND TERM This agreement is considered to be month to month unless otherwise indicated. Agreement is effective as of the date signed unless otherwise indicated. The terms shall renew monthly upon payment and the acceptance thereof of the monthly rent to the lessor unless this Agreement is otherwise earlier terminated in accordance with the conditions of this agreement. Minimum of 1 month charged. The Landlord at its sole discretion has the right to refuse to renew the Tenant's rental Agreement.

RENT AMOUNT The rent amount is the amount contained in the application, as indicated by completion of the Rental Space & Amount table. (\$143/month for 10'x20', \$100/month for 10'x10', \$30/month for outdoor) before any prepayment discounts that are only applicable if the full amount is prepaid at one time.

A. All rentals are to be paid in advance with the first month's rental and security deposit to be paid on or before the effective date of this Agreement.

B. Rentals have a minimum of 1 month charged, then are charged on a pro-rated basis commencing on the effective date of this Agreement.

C. **RENT IS DUE ON OR BEFORE THE FIRST DAY OF THE MONTH.** (I.e. November 2017 rent would be paid on November 1, 2017 for the full 30 days).

D. Acceptable payment methods include: Visa, Mastercard, e-transfer, cash, certified cheque, debit card. LANDLORD RESERVES THE RIGHT, AT HIS DISCRETION, TO ACCEPT PAYMENT ONLY IN CASH, OR BY CERTIFIED CHEQUE, OR MONEY ORDER, CREDIT CARD or E-Transfer IN LIEU OF ANY CHEQUE TENDERED BY THE TENANT.

Make Cheques Payable to: FORTIER MATTILA APPRAISALS, Box 3098, Battleford, SK S0M0E0. (PLEASE PRINT YOUR NAME AND SPACE NUMBER UNDER YOUR SIGNATURE).

If you are paying rent on behalf of a third party, that person's name and space number must also be printed on the cheque or money order.

UNLESS OTHERWISE INDICATED INVOICES OR STATEMENTS WILL NOT BE PROVIDED BY MAIL. Digital Copies of invoices can be provided at the request of the client.

EXTRA CHARGES WILL BE ASSESSED FOR:

a. Administration fees on accounts not paid within ten (10), twenty (20) and thirty (30) days of due date;

b. Processing fee for returned or NSF Cheques;

c. Cleaning fees. If the space is left in unclean condition (\$30.00/hour + any associated tipping fees)

d. Termination fee if tenant fails to give notice to vacate at least seven (7) days in advance of vacating space;

e. Call-out fee of Thirty Dollars (\$30.00) is payable if access to space is required before or after business hours plus Thirty Dollars (\$30.00) for each additional hour. Appointments at convenience and discretion of Landlord.

SECURITY DEPOSIT A security deposit of \$30 is required for all tenants. This is due upfront on or before space is occupied. Tenant agrees to inspect interior of rental unit and notify the landlord in writing of any damage to the interior or exterior of the unit prior to moving any contents into the unit.

SERVICES AND FACILITIES The agreement is for cold storage space as such there is no electricity, natural gas, water, sewer, telephone, internet, cable facilities or services included. Outdoor storage is a gravelled parking area. Indoor storage units are not climate controlled and have a single exterior roll up door. The Tenant is fully familiar with the physical condition of the Space. The Landlord has made no representations or warranties, express or implied, or any nature whatsoever in connection with the condition of the Space, and the Landlord shall not be liable for any latent or patent defects therein.

INDEMNIFICATION AND LIABILITY

a. **LANDLORD SHALL HAVE NO OBLIGATION TO CARRY INSURANCE ON THE TENANT'S PROPERTY STORED IN THE SPACE.**

b. Tenant must obtain any insurance desired at tenant's own expense.

c. Tenant shall have no claim against the Landlord and the Landlord shall have no liability for any loss or damage to the Tenant's property resulting from fire, water, explosion, cold temperatures, vandalism, theft, vermin, or any other cause whatsoever, regardless of whether such loss or damage may be caused by or contributed to by the negligence of the Landlord, its agents or employees.

d. Landlord shall have no liability to Tenant for any injury to the Tenant or to others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Tenant. Tenant shall hold the Landlord harmless from any claims of any third persons arising in any manner out of the Tenant's use of Space.

e. The Tenant agrees to indemnify and hold harmless the Landlord and the holder of any mortgage on the Premises for any loss, damage, expense or claim by the person or persons arising from any action or thing whatsoever done in the Space or on the Premises by the Tenant, its agents or employees at any time during the term of the Agreement.

ENDING THE TENANCY

1. **TENANT SHALL GIVE LANDLORD A MINIMUM OF SEVEN (7) DAYS NOTICE PRIOR TO VACATING.**

2. **TENANT MUST REPORT AT OFFICE AND ADVISE LANDLORD WHEN TENANT'S SPACE HAS BEEN FINALLY VACATED.** Tenant hereby agrees that he has vacated and relinquished all claim to his/her space if his space is found empty and unlocked by Landlord when no notice to vacate or notice of alternative arrangements has been given to and acknowledged by Landlord.

3. **NON-COMPLIANCE WITH RENTAL AGREEMENT.** If the Tenant should fail to comply with any of the provisions of this Agreement of the Regulations attached to this Agreement within ten (10) days following notice from the Landlord specifying the failure and demanding compliance, then the Landlord, upon giving notice, may terminate this Agreement. Such termination shall not relieve the Tenant of the obligation to pay rent and other charges owing under this Agreement

4. The Landlord has a lien on the goods deposited with landlord for storage for rent and his lawful charges, and on default of payments of rent the Landlord shall be entitled:

- to invalidate access to the site, double lock the rented Space and to store the goods stored therein until paid for and all his lawful charges;

- to forcibly remove the Tenant's lock and to remove the goods from the rented Space for storage until paid for rent and for all his lawful charges;

- in addition to all other remedies provided him by law for the enforcement of liens or for the recovery of his lawful charges, the Landlord may sell the said goods and dispose of the proceeds therefrom as provided in The Warehouseman's Lien Act. The lawful charges to which the landlord shall be entitled shall be the rent agreed to be paid thereunder, together with all his lawful charges for storage and preservation of the goods, for all lawful claims for money advanced, interest, insurance, transportation, labour, weighing, cooperating and other expenses in relation to the goods and for all reasonable charges for any notice required to be given under the The Warehouseman's Lien Act, or hereunder, and for notice and advertisement of sale and for sale of goods if default is made in satisfying the Landlord's lien.

5. **DEFAULT.** Upon default for payment of rent, and the double-locking or removal and storage of the goods stored therein contained, the Tenant shall be liable for rent as set out herein to and including the date on which all rent and arrears and lawful charges of the Landlord are paid in full (at which time the tenant shall remove said goods), or said Tenant shall be liable for all rent and arrears and lawful charges of the Landlord to and including the date of removal by the Landlord and storage of said goods, as the case may be; but in the latter case the Tenant shall there after be liable for all of the Landlord's lawful charges, including a reasonable cost for storage which shall be not less than the amount of monthly rent required hereunder. In the event that the Landlord removes and stores said goods, he shall be entitled to release the leased Space as he/she sees fit without incurring any liability to the Tenant therefor, whether at the same, a higher, or a lower rent.

TENANT USE, MAINTENANCE, AND REPAIR

a. The Space shall be used only for the storage of goods owned solely by the Tenant. The goods are limited by the "Facility Rules and Regulations" of this agreement.

b. Where a door is provided for the Space, the Tenant shall keep the door to the Space locked at all times with a security device supplied by the Tenant. Landlord does not have keys to padlocks.

c. The Tenant shall not use the Space for any unlawful purpose and/or the storage of any items deemed prohibited by this agreement (Refer to "Facility Rules & Regulations")

e. The Tenant shall maintain the interior of the Space and the Space door in good condition and shall report to the Landlord and repair to Landlord's satisfaction any damage to the interior or exterior of the Space which is caused by the Tenant or which results from the Tenant's use of the Space.

F. **TENANT TO NOTIFY THE LANDLORD OF ANY ADDRESS CHANGE.**

INSPECTION OF SPACE BY LANDLORD Tenant agrees to permit the Landlord or its representative to enter the Space between 8:30 am and 5:30 pm weekdays (and to cut or otherwise remove any security device on the Space which the Landlord must remove in order to make such entry, so long as the Landlord bears the expense of replacing such lock after such entry for the purpose of (a) inspecting the Space, (b) making any necessary repairs to the Space, and (c) exhibiting the Space to any prospective purchaser, mortgagee or tenant.

FACILITY RULES & REGULATIONS (Pertaining to Battleford Mini-Storage located at 461-16th Street West, Battleford, SK)

1. Place only one (1) lock on the door of your storage space.

2. Maximum speed limit in compound is 10 KM/H. Please obey traffic signs.

3. Park so as not to block access ways where practicable. When visiting office please park along 16th Street west and enter through the front (north) entrance (Office Hours are Monday - Friday 8:30 AM to 5 PM except holidays)

4. **ITEMS NOT ALLOWED TO BE STORED** include pianos, dangerous chemicals, explosives, firearms, ammunition, tobacco, propane tanks, gasoline or other flammable liquids, processed meat, unprocessed meat, plants, animals, gasoline left in gas tanks, oily or wet piled rags, paper clothing, perishable or packaged foods not in sealed cans, illegal or stolen goods, vehicles that are not running, sea cans or (c-cans), refuse or debris, trailers filled with refuse or debris, or any other items which constitute a potential hazard or inconvenience to other tenants.

5. Do not connect refrigerators, freezers, or any other appliances or vehicles to electrical outlets unless approved in writing by Landlord. Unauthorized plug-in will be disconnected.

6. **THE TENANT SHALL NOT:** Do any painting or decorating in the Space or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Space or premises without the written consent of the Landlord. Make any improvements or install any fixtures in or on the Space without the prior written consent of the Landlord. If the Tenant is permitted to install any improvements or fixtures, the Tenant, at the Landlord's option, shall remove the same at the termination of this Agreement, and at the Tenant's own expense. At the Landlord's option, the interest of the Tenant in any property, and in any improvement or fixtures not removed shall vest in the Landlord. The Tenant shall keep the Space free from all liens. Erect any signs, notice, lettering or advertising material on any part of the Space. Conduct any repairs, fabrication, assembly, mechanical or other related work in the Space or on the premises without written consent of the Landlord. Tenant shall not sleep in the storage compound whether it is in a vehicle, RV, or otherwise. Tenant shall not bring in pets or livestock into the compound.

7. Late or non-payment. If rent payment is 10 days late tenant will be locked out of the facility with key-code invalidated. If rent payment is 30 days late the contents of the storage unit will be sold at auction.

NOTICE Notices to be given under this Rental Agreement shall be in writing and served personally or by email, text, fax, mail, postage prepaid, to the last address provided by the Tenant. Notices shall be deemed to be delivered, whether actually received or not, when deposited in the Canadian mail. **IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO KEEP THE LANDLORD INFORMED OF ANY ADDRESS CHANGE.**

HOLDOVER & CHANGE OF TERMS If this Rental Agreement is for a stated term and the Tenant hold over, the Tenant shall become a tenant on a month-to-month basis at the same rental as provided above and subject to all terms of this Rental Agreement, except the provision for term. All terms of this Agreement, rental fees and conditions of occupancy are SUBJECT TO CHANGE upon one (1) month's prior written notice to the Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change. If the **Tenant does not** elect to terminate this Agreement, the change shall become effective and apply to this Agreement.

MISCELLANEOUS 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, 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. The captions of this Agreement are for convenience only and shall in no way affect the construction of the terms of this Agreement. 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.