

“RENTAL AGREEMENT”

STORE-RIGHT CONTAINERS LTD. (“Store-Right”)

*Site address: NW 24-49-28-W3
Mailing address: 1202 - 50 Avenue, Lloydminster, AB, T9V 0Y1
Phone: (780) 875-9150; Fax: (780) 875-9550*

Tenant's Name: _____ (“Renter”)

Move in date: _____

Address: _____ Unit # _____ Size: _____

City: _____ Province: _____ Rent: _____ Deposit: _____

Postal Code _____ Phone: (_____) _____ Cell: (_____) _____

E-mail _____ Fax: (_____) _____

Alternate Contact – Name: _____ Phone: (_____) _____

Address: _____

WHEREAS Renter has inspected Unit # _____ (the approximate area of which is _____ square feet) at Store-Right's premises located at the site address shown above (“Premises”) and is satisfied that the Unit will be suitable for the storage of Renter's goods;

AND WHEREAS Renter is aware that Store-Right DOES NOT INSURE and will accept NO LIABILITY for loss or damage to Renter's goods and that Store-Right STRONGLY RECOMMENDS that Renter OBTAIN INSURANCE COVERAGE for goods to be stored in the Unit;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of these promises and of the terms, conditions and agreements herein contained, Store-Right and Renter do hereby agree and covenant as follows:

1. DEFINITIONS

1.1. In this Agreement each of the following terms shall have the following meanings:

- (a) **"Due Date"** means the _____ day (or the last day, whichever first occurs) of every calendar month during which this Agreement is in effect;
- (b) **"Monthly Charge"** means the charge due from Renter to Store-Right in respect of each Monthly Term, being the sum of \$_____ (excluding G.S.T.) or each other amount as may be stipulated in a written notice delivered by Store-Right to Renter at least (7) days prior to the Due Date in respect of any Monthly Term;
- (c) **"Monthly Term"** means the period of one (1) month beginning on any Due Date and ending on the day before the next following Due Date (inclusive);
- (d) **"Unit"** means unit No. _____;

2. RENTER'S PRIVILEGES AND STORE-RIGHT ACCESS

2.1. While this Agreement is in force and provided that Renter is not in breach of any term of this agreement, Renter:

- (a) may use the Unit for the storage of goods of which he is in lawful possession; and
- (b) shall have access to the Unit during Store-Right's normal business hours.

2.2. Store-Right, its employees or agents may enter the Unit for the purpose of necessary maintenance, to confirm Renter's 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 Renter. If such entry requires Store-Right to cut off Renter's lock and is not made necessary by any breach of a term of this Agreement by the Renter, Store-Right will provide Renter with a replacement lock free of charge.

3. PAYMENT

3.1. Renter shall pay to Store-Right the Monthly Charge plus all applicable G.S.T. due in respect of each Monthly Term on or before that Monthly Term's Due Date.

3.2. Store-Right will be deemed only to have received payment on or before the Due Date if such payment is actually received by Store-Right on or before the Due Date.

4. RENTER'S ADDITIONAL OBLIGATION

4.1. Renter shall not store dangerous, hazardous, toxic, noxious, offensive, explosive or highly flammable materials in the Unit (including Firearms).

4.2. Renter represents and warrants that he is in lawful possession of all goods stored in the Unit. Renter AGREES TO ADVISE STORE-RIGHT IN WRITING OF THE FULL NAME AND ADDRESS OF ANY PERSON OR CORPORATION OTHER THAN RENTER WHO HAS ANY INTEREST IN ANY OF THE GOODS STORED IN THE UNIT. Store-Right may require Renter to advise Store-Right in writing of the name of any person authorized by Renter to have access to the Unit. Renter shall be legally responsible for any damage, loss or injury caused by any person brought onto the Premises by Renter, or visiting the Unit with Renter's permission.

- 4.3. Renter shall place one (1) and only one (1) padlock on the door to the Unit.
- 4.4. Renter shall not carry on any business out of the Unit and shall not use the Unit for any unlawful purpose. When on the Premises, Renter shall proceed directly to and from the Unit and shall not disturb, interfere with or do anything, which is liable to cause injury, loss or damage to other persons or property on the Premises.
- 4.5. Renter shall not litter the Premises and shall not cause any damage to the Unit, the Premises, or the goods belonging to other renters.
- 4.6. Prior to the termination of this Agreement, Renter shall remove all goods, and litter from the Unit. Renter shall, at its sole cost and expense, make good any damage caused to the Unit resulting from its transport, or the storage or removal of goods from the Unit.
- 4.7. Renter shall promptly advise Store-Right of any change in Renter's mailing address by delivering a written notice of change of address to Store-Right.
- 4.8. Renter agrees to indemnify Store-Right, its directors, officers, agents and employees from and against any and all claims, losses, costs (including legal costs on a solicitor and his own client basis) liabilities or expense which Store-Right, its directors, officers, agents or employees may suffer or incur as a direct or indirect result of the failure of Renter to perform any of Renter's obligations under this Agreement.

5. STORE-RIGHT NOT LIABLE FOR LOSS OR DAMAGE TO GOODS

- 5.1. Renter acknowledges that Store-Right is only providing space to Renter for the storage of unidentified goods at Renter's OWN RISK and that Store-Right has no obligation to care for or preserve Renter's goods.
- 5.2. Renter agrees that in no event shall Store-Right, its directors, officers, agents or employees be subject to any liability whatsoever for the loss, theft, or destruction of or damage to any goods stored by Renter in the Unit WHATEVER THE CAUSE of such loss, theft, destruction or damage EVEN if such loss, theft, destruction or damage is the result of the negligence or other default on the part of Store-Right, its directors, officers, agents or employees.
- 5.3. Renter shall indemnify Store-Right, its directors, officers, employees and agents and save them harmless from and against any and all claims, actions, damages liability and expenses in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in, upon or at the Unit or any part thereof, or upon the Premises or an Approved Location, which is occasioned wholly or in part by any act or omission of the Renter, its agents, contractors, employees or servants.

6. SALE OF RENTER'S GOODS IN THE EVENT OF DEFAULT

- 6.1. If Store-Right has not received payment of the Monthly Charge for any Monthly Term on or before the Due Date, then Renter will be considered to be in default until such time as Store-Right has received payment of all outstanding Monthly Charges.
- 6.2. When Renter is in default Store-Right may require Renter to make payment of outstanding Monthly Charges by cash, certified cheque, or money order.
- 6.3. When Renter is in default Store-Right may place a second padlock on the Unit and Renter shall not be entitled access to his unit until he is no longer in default.

Under no circumstance may Renter remove any goods from the Unit or transport the Unit while Renter is in default.

- 6.4. Renter agrees that if Renter is in default, in addition to any other remedies for the recovery of debts provided by law or statute, Store-Right may sell or otherwise dispose of all or any of the goods stored in the Unit by following the procedure described in the following paragraphs of this Article 6.
- 6.5. If Renter is in default Store-Right may deliver a Notice of Default to Renter. The Notice of Default shall specify the total amount (including outstanding Monthly Charges and amounts due pursuant to paragraph 4.8) owed by Renter to Store-Right and shall specify a date not less than twenty-one (21) days after the Notice of Default is mailed upon or after which date the goods in Renter's Unit may be sold by Store-Right if Renter is still in default.
- 6.6. Renter agrees that if Renter is still in default after the date mentioned in the Notice of Default, then Store-Right may sell the goods in the Unit according to the procedure for sale of goods subject to a lien set out in the *Warehouseman's Lien Act. R.S.A. 2000,W-2*, provided that if Store-Right reasonably believes that the public auction sale of the goods in the Unit would not exceed the costs associated with such a sale Store-Right may sell or otherwise dispose of the goods in any manner it sees fit. Store-Right shall be at liberty to bid at any public auction sale of the goods in the Unit.
- 6.7. Renter agrees that the proceeds of any sale of goods from the Unit sold by Store-Right shall be applied as follows:
 - FIRSTLY, in payment of all costs associated with the removal and sale of the goods in the Unit, such as, but not limited to, auctioneer's charges, moving costs, and the cost of required notices and advertisements;
 - SECONDLY, in payment of any amounts owed by Renter pursuant to paragraph 4.8;
 - THIRDLY, in payment of any Monthly Charge outstanding as of the date of sales of the goods; and
 - FOURTHLY, any remaining funds shall be paid without interest to Renter upon application by Renter within twelve (12) months of the date of sale of the goods unless there are any adverse claimants to such finds in which case Store-Right may apply to pay the excess funds into court.

7. TERMINATION

- 7.1. This Agreement will terminate at the end of a Monthly Term;
 - (a) If, on or before the last day of that Monthly Term, Renter, NOT BEING IN DEFAULT, gives notice of his intention to terminate this Agreement at the end of that Monthly Term, provided that (subject to paragraph 7.2) any such notice will be ineffective and will not terminate this Agreement unless Renter has removed all his goods from the Unit on or before the last day of that Monthly Term;
 - (b) If, on or before the Due Date for that Monthly Term, Store-Right gives notice to Renter of Store-Right's intention to terminate this Agreement at the end of that Monthly Term, or
 - (c) If all the goods in the Unit are sold or otherwise disposed of by Store-Right pursuant to Article 6 during that Monthly term.
- 7.2. If Renter gives notice of his intention to terminate this Agreement at the end of a particular Monthly Term he may BY PRIOR ARRANGEMENT with Store-Right leave his goods in the Unit for up to ten (10) days beyond the end of the Monthly Term

by paying a daily charge equal to pro rata calculation of the Monthly Charge, in which case this Agreement will terminate upon removal of Renter's goods from the Unit. Renter may not remove goods from the Unit until all accumulated daily charges have been paid.

- 7.3. This Agreement may not be terminated except in accordance with paragraph 7.1 or 7.2.
- 7.4. Termination of this Agreement shall terminate Renter's privileges described in paragraph 2.1 and Renter's obligation to pay future Monthly Charges but otherwise, all rights, liabilities and protections conferred or imposed upon either party by the terms of this Agreement shall survive its termination.
- 7.5. Upon termination of this agreement, Store-Right may apply Renter's Deposit against any amount owed by Renter to Store-Right. The balance of Renter's Deposit will be repaid without interest to Renter.

8. NOTICES AND CHANGE OF ADDRESS

- 8.1. Any notice required to be delivered by Store-Right to Renter may be sent to Renter by registered mail at Renter's address as shown at the beginning of this Agreement or to the address indicated by Renter in a written notice of change of address delivered by Renter to Store-Right.
- 8.2. Any notice required to be delivered by Renter to Store-Right shall be in writing and shall be delivered to Store-Right's office or sent by registered mail to Store-Right at the address shown at the beginning of this Agreement.

9. TRANSPORT OF UNIT

- 9.1. Renter shall not transport the Unit from the Premises to another location unless such location is approved in writing by Store-Right (the "Approved Location"). The approval of an Approved Location shall be in the complete discretion of Store-Right. Notwithstanding anything to the contrary in this Agreement, Renter shall not transport the Unit from the Premises or from an Approved Location without the following:
 - (a) The express written consent of Store-Right; and
 - (b) Providing Store-Right with the exact location of where the Unit will be located.
- 9.2. Renter shall provide Store-Right with access to the Approved Location for the same purposes as outlined in paragraph 2.2 of this Agreement.
- 9.3. Renter understands and agrees that if he is in default to Store-Right pursuant to this Agreement, Store-Right may retrieve the Unit from its location and transport the Unit back to its yard all at the sole expense of Renter.
- 9.4. Renter shall ensure that the Unit is properly insured for transport when the Unit is being transported to and from the Premises.
- 9.5. Renter shall indemnify Store-Right, its directors, officers, employees and agents and save them harmless from and against any and all claims, actions, damages liability and expenses in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence that may result from the transport of the Unit or the placing or storage of the Unit at a location other than the Premises.

10. GENERAL

- 10.1. Headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 10.2. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and permitted assigns. Renter shall not assign the benefit of this Agreement without first obtaining the consent in writing of Store-Right. Store-Right may assign the benefit of this Agreement to any other person or corporation.
- 10.3. This Agreement contains the entire Agreement between the parties and supersedes any and all prior agreements, negotiations, representations and proposals whether written or oral relating to its subject matter. The terms of this Agreement may not be altered except by a duly executed amendment in writing.
- 10.4. No assent to or waiver of any breach of any one or more of the terms of this Agreement shall be effective unless such waiver or assent is in writing, nor shall any such assent or waiver excuse the performance of any act other than the act specifically referred to in such waiver.
- 10.5. The remedies of Store-Right mentioned in this Agreement or provided by law or statute are cumulative and not exclusive and such remedies may be resorted to in such order and in such combination as Store-Right sees fit.
- 10.6. Store-Right and Renter hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that the same are expressly incorporated into and form part of this Agreement.
- 10.7. Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to the joint and several when applicable to more than one party.
- 10.8. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.

EXECUTED by the parties hereto as of the ____ day of _____, _____.

STORE-RIGHT CONTAINERS LTD.
(by its duly authorized representative)

RENTER

Per: _____

Name: _____

Title: _____