

This self-storage agreement is entered between Bal Air Ltd. ("Company") and Customer") as of the Start Date below.

CUSTOMER INFORMATION

Name	
Email	
Address	
Mobile Phone	

STORAGE DETAILS

Unit Number	
Start Date	
Deposit	
Storage fee per month	

1. STORAGE

The Customer:

- a) may store items "(the Goods)" in the Space allocated to the Customer by the Company, and only in that Space;
- b) is deemed to have knowledge of the Goods in the Space;
- c) warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

The Company:

- d) does not have and will not be deemed to have, knowledge of the Goods;
- e) is not a bailee or warehouseman of the Goods and the Customer acknowledges that the Company does not take possession of the Goods.

2. RENTAL COST

The Customer must upon signing the Agreement pay to the Company:

- a) the Storage Fee, being the amount indicated in this Agreement or the amount notified to the Customer by the Company from time to time. The **Storage Fee is payable in advance** and it is the Customer(s) responsibility to ensure that payment is made directly to the Company on time, and in full, throughout the period of storage. Is payable on the rental date otherwise referred to as the **Anniversary Date** while this agreement remains in force.
- b) Upon signing this Agreement, the Customer shall furnish the Company with a pre-authorized debit agreement and hereby agrees with the Company that the Company may debit the monthly fees, and any other fees payable by the Customer to the Company from time to time hereunder, as and when they become due.

Monthly fees shall be payable on the anniversary date of occupancy while this agreement remains in force.

Automatic payment withdrawals are made via STRIPE. Stripe encompasses multiple popular payment methods including credit cards, digital wallet, bank and debit transfers.

- c) the Security Deposit (refunded within 30 days of termination when applicable). The security deposit will be held by the Company and applied to any damages, unpaid rent, and other amounts owed under the Agreement. This may include debt collection charges, legal fees and other expenses. The balance will be returned to the Customer within 30 days of vacating the Unit, provided the unit is in its original condition. This shall be determined by comparing photo documentation signed by both parties at the commencement of this lease, such determination being at the sole discretion of the Company. The Customer accepts the Unit on the basis of the images provided prior to the signing of the Lease Agreement.

- d) and/or any other fees that may apply (i.e.: government taxes, hydro)

3. PROMO CODES

Tenants are eligible for discounts on rent with appropriate ID.

One-year prepaid lease -10% off entire year pre-payment **Use Code: 1yearlease;**

Military Discount - 10% off monthly invoice **Use Code: militarydiscount;**

Fire Fighter Discount- !0% off monthly invoice **Use Code: firefighterdiscount**

4. LATE PAYMENTS

(a) **Unpaid invoices.** The Tenant will receive a reminder 10 days after an invoice has been generated for unpaid invoices. If an invoice remains unpaid after 30 days, a late fee of \$50.00 or 10% of the monthly rent, whichever is greater, will be charged to the balance outstanding for each full week that such payment remains outstanding. Three consecutive late payments may result in termination of this Agreement at the Company sole discretion.

(b) **Default on Payments** The Customer agrees that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full with 30 days of the due date the Company may, without further notice enter the unit (the "SPACE"), by force or otherwise, retain the Deposit/or sell or dispose of any Goods in the Space on such terms that the Company may in its sole discretion determine. In such event Customer agrees that possession of the Goods shall pass from Customer to the Company at the moment the Company accesses the Space. The Customer consents to and authorizes the sale or disposal of all Goods regardless of their nature or value. The Customer will be fully responsible for payment of all costs associated with the Company accessing the Customer Space and the disposal or sale of the Customer Goods.

(c) Right to Dispose of Goods

If, in the opinion of the Company and at the sole discretion of the Company, a defaulting Customer Goods are either not saleable, fail to sell when offered for sale or are not of sufficient value to warrant the expense of attempting to sell, the Company may dispose of all the Goods in the Customer Space by any means at the expense and sole liability of the Customer.

Upon Termination of the Agreement by either the Customer or the Company, in the event that a Customer fails to remove all Goods from their Space or the building in which the Space is located ("Facility"), the Customer authorises the Company to dispose of all Goods by any means 7 days from the Termination Date, regardless of the nature or value of the Goods.

Any item left unattended in common areas or outside the Customer Space at any time may, at the Company sole discretion be sold, disposed of, or moved immediately at the sole expense and liability of the Customer.

5. HYDRO

(a) Bi-monthly hydro usage will be applied to the Customer invoice by the Company. A meter reading will be taken at the commencement of tenancy and read every two months.

(b) If the Customer plans to rent for more than one year they are required to set up their own hydro account with BC Hydro. Customers are personally responsible to pay this account throughout the period of storage. *BC Hydro telephone: 1-800-224-9376 or, www.bchydro.com*

6. SIGNAGE

Signs are permitted on units. The Customer must comply with the following rules. **All signs must be pre-approved** by Storage Works Cumberland.

All signs will be a magnetic standardized size of 2' X 3' centered on the fifth panel of the garage door panels. For sign location please see Sign location visit website storageworks.online. Recommended supplying company: Vista Print at www.vistaprint.ca

7. ACCESS

a) **Hours of Operation** • Owners: 24-hour access. • Renters: Renters must comply with Access Hours as posted by the Company on their website (www.storageworks.online). Renters require the Company's approval to alter these hours. Hours are subject to change without notice. Please monitor the website at www.storageworks.online.

8. GATE

(a) Gate Codes must not be shared. Visitors must be coded in by the Customer. (b) Loss/purchase of Key Tags and Fobs The Customer is responsible for replacement costs associated with this loss. Replacement cost or purchase of a secondary a key tag is \$20.00 and \$50.00 for a fob.

(c) Detailed entry instructions of gate operation may be found at storageworks.online

9. UNIT KEYS Renters will be provided with 2 keys/unit. A replacement fee of \$100 will apply if the main door lock requires changing as a result of keys not being returned on termination. The Customer will be charged a \$50 fee to replace lost keys.

.10. SANI-DUMP/WASH STATION (a)The Sani Dump is intended for Tenant use only. This does not include friends or family.

(b)This system is a septic field and not intended to be used for washing vehicles, motorcycles or all-terrain vehicles. An influx of dirty water will negatively impact the system.

11. CAR/TRUCK WASHING

All vehicles including cars, trucks, motorcycles and all-terrain vehicles must be washed away from the Sani Dump area. Tenants are required to use water hoses located near wash basins or any alternative location along the periphery of the property.

12. TERMS AND CONDITIONS:

THE CUSTOMER

a. has the right to access the Space during Access Hours as posted by the Company and subject to the terms of

this Agreement.

- b. will be solely responsible for securing the Space and shall secure the Space at all times when the Customer is not in the Space in a manner acceptable to the Company;
- c. must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or may pose a risk to any person or other property;
- d. must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- e. will use this space solely for the purpose of storage and shall not carry on any business or other activity in this Space without Company written consent and must be in compliance with zoning and building code regulations. All businesses must have pre-approval from Storage Works. Business licences are also required by the Village of Cumberland. ****Business Approval:** The Customer must complete Form 01: Onboarding_Use of Space storageworks.online
- f. will not perform any modifications or alterations to the Unit with prior written consent from the Company. This includes mezzanine decks. The Customer must have **pre-approval for any planned alternations**. Please *Complete Form 03_Modifications/Alterations* and return to the Company. storageworks.online.
- g. in event of uncleanliness of or damage to the Space or Facility the Company will be entitled to retain the Tenant deposit and recover the full reimbursement from the Customer for the full value of any repairs and/or cleaning required.
- h. will not use the Unit as a living space for residential purposes,
- i. must not be a nuisance or hazard to another person,
- j. must not cause unreasonable noise, vibration, or odor,
- k. must not unreasonably interfere with the rights of other persons to use and enjoy the common property or other strata lot,
- l. the Customer or visitor must ensure that all animals are leashed or otherwise secured when on common property,
- m. no visitor or customer shall park a vehicle in any common property parking space overnight for any reason whatsoever,
- n. by request of the Cumberland Fire Department, no tenant, visitor may store on any strata lot or common property any flammable or explosive materials including gasoline, propane, fireworks or any other explosives or accelerants. Notwithstanding the foregoing, a tenant may store in their space, precautions are taken in such storage, up to two jerry cans of gasoline, diesel or boat fuel.
- o. cannot assign this Agreement;
- p. must give Notice to the Company in writing of the change of address, phone numbers or email address of the Customer or any Alternate Contact Person ("ACP") within 48 hours of change;
- q. the Company may refuse access to any person, to the Space and/or Facility in the event monies are owed by the Customer to the Company, regardless of whether or not a formal demand for payment has been made;
- r. the Company will not be liable for any loss or damages suffered by the Customer resulting from an inability to access the Facility or the Space, regardless of the cause;
- s. the Company reserves the right to relocate the Customer to another Space under certain circumstances at the sole discretion of the Company.
- t. the Customer hereby authorizes the Company to dispose of the Customer's Goods in the event that Goods are damaged due to fire flood or other event that has rendered Goods, in the sole opinion of the Company, severely damaged, of no commercial value, or dangerous to the Facility, any persons, or other Customers and/or their Goods. The Company is not required to notify the Customer of any such action in advance, but will send Notice to the Customer within 7 days.

13. COMPLIANCE WITH BYLAWS

(a) The Customer acknowledges and agrees to comply with all relevant laws, including Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability for any and all breach of such laws rest absolutely with the Customer, and includes any and all costs from the resulting breach. By-laws may be found on the website at storageworks.online

14. RISK AND RESPONSIBILITY:

INSURANCE: ALL PROPERTY IS STORED BY CUSTOMER AT CUSTOMER SOLE RISK, AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL INSURANCE POLICIES COVERING THE CONTENTS OF THE SPACE(S)

(a) Customer personally assumes all risk of loss or damage to, or theft of Customer property within the Space(s), however caused, including without limitation, loss or damage due to burglary, occurring while in storage, mysterious disappearance, fire, water, damage, earthquakes, acts of God, vandalism, mold or mildew, rodent or other vermin and all risk of loss or damage to property of Customer arising directly or indirectly in any way from any matter or thing placed in Space(s) by Customer. Customer agrees that Company does not list, review or

inspect the contents of the Space(s). Company's agents, affiliates, authorized representatives, and employees of Storage Works Cumberland will not be responsible or have responsibility for loss, liability, claim, expense, damage to property or injury to persons or property, including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Company or its agents, affiliates, authorized representatives, and employees for the matters released herein. Customer expressly agrees that the carrier of any insurance obtained by Customer shall not subrogate any claim of Customer against Company or Company agents, affiliates, authorized representatives, or employees. In no event shall the Company be liable for any other damages, direct or indirect, special, or consequential, including, without limitation damages for lost profits, business interruption, loss of data or other economic loss arising out of Customer use of or inability to use the Space(s).

15. INSURANCE Company does not carry insurance on the contents of the Space(s)

Customer is responsible for obtaining insurance on the contents of the Space(s). Customer will maintain, at their own expense, adequate contents insurance covering the actual cash value of the personal property contained in the Space(s). Customer shall provide evidence of contents insurance from the insurer of Customer choice on request.

The Customer agrees to indemnify and keep indemnified the Company from all claims for any loss or damage to the property of, or personal injury to or death of the Customer, the Facility, the Company or third parties to the maximum extent permitted by law, resulting from or incidental to the use of the Space by the Customer, including but not limited to the storage of Goods in the Space, the Goods themselves and/or accessing the Facility.

16. INSPECTION AND ENTRY BY THE COMPANY (a) The Customer consents to inspection and entry of the Space by the Company provided the Company gives you 48 hours Notice. (b) The Customer agrees that in the event of an emergency, or where obliged to do so by law or in the event that the property, the environment, or human life is, in the opinion of the Company at its sole discretion, threatened, the Company may enter the Space using all necessary force without prior notice to the Customer. In such event the Company shall notify the Customer as soon as practicable thereafter.

17. NOTICE TO TERMINATE TENANCY

(a) Customer intend to terminate contract. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party **30 days Notice of the Termination**. Complete *Form 04_Intent to Terminate Contract found at storageworks.online

(b) Company intent to terminate contract. In the event of any illegal or harmful activities on the part of the Customer, the Company may terminate the Agreement without Notice. The Company is entitled to retain or charge apportioned fees if less than the requisite Notice is given by the Customer. The Customer must remove all Goods in the Space before the close of business on the Termination Date and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Company. that the Goods are left in the Space after the Termination Date, clause 8 will apply. The Customer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to the Company up to the Termination Date. Any calculation of the outstanding fees will be made solely by the Company. If the Company enters the Space for any reason and there are not Goods stored therein, the Company may terminate the Agreement without prior Notice, but the Company will send Notice to the Customer within 7 days. The Parties liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement shall survive the termination of this Agreement.

18. FEE INCREASES AND CHANGES TO TERMS

The Company reserves the right to increase the monthly rental fee with a minimum of two months' advance written notice, up to a maximum of 20% per increase. Any other changes to the terms of this Agreement will be communicated to the Customer with a minimum of two months' advance notice.

19. SEVERANCE

All provisions in this Agreement are severable and no provision herein shall be by the invalidity of other such provision.

20. MEDIATION OF DISPUTE.

The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for the interlocutory relief, that it has first offered to submit the dispute to mediation.

21 JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, and the parties submit to the exclusive jurisdiction of British Columbia, Canada.

SIGNED BY: (PRINT NAME)

DATE:

SIGNATURE: