

## WILDWOOD STORAGE "WWS"

STORAGE RENTAL AGREEMENT

Referral:

5211 48 Street Wildwood, Alberta Tel. 780-222-4444 storagewildwood@gmail.com www.wildwoodstorage.ca

Paper ad

How did	vou find out abou	ut us? (check all that	applv)

Website

Saw us from RR 52

Other:

Facebook

CUSTOMER INFORMATION		
NAME ("RENTER")	HOME PHONE	
STREET ADDRESS	CELL PHONE	
CITY, PROVINCE	E-MAIL	
POSTAL CODE	DRIVER'S LICENSE	
AUTHORIZED ACCESS		

The following people are authorized by the Renter to have access to the premises along with the use of the Renter's goods or RVS. The Renter accepts full responsibility for any person that they grant access to the facility.

RENTER

The Renter shall pay the 3 month or 12 month Rental Amount due in respect of each term on or before the term's date. A late charge of \$10 per day up to one full monthly rental rate will be assessed if any Goods or Recreational Vehicles ("RV") are left in the Stall(s) after the Rental Agreement term expires.

THE RENTER IS AWARE THAT WWS DOES NOT INSURE AND WILL ACCEPT NO LIABILITY FOR LOSS OR DAMAGE TO THE RENTER'S GOODS OR RVS. WWS RECOMMENDS THAT THE RENTER OBTAIN INSURANCE COVERAGE FOR ALL GOODS OR RVS TO BE STORED IN THE STALL.

NAME

RENTAL INFORMATION					
20' 30' 40' 50' DU					
TYPE OF STALL (circle one) STALL#	MAKE/MODEL OF	VEHICLE/TRAILER		LICE	NSE PLATE #
20' 30' 40' 50' DU					
TYPE OF STALL (circle one) STALL#	MAKE/MODEL OF	VEHICLE/TRAILER			NSE PLATE #
TERM TYPE (circle one) DISCOU	NTS APPLIED				
3 month or 12 month 2 stalls - 12 month	5% off - one month free	EFFECTIVE START		\$ TOTAL "MONT (calculate	+GST THLY RENTAL AMOUNT" ed)
		PAYMENT INFO	RMATION		
<ol> <li>Payments will be due at the anniversary day of the start of the contract ("Due Date")</li> <li>There will be NO REFUNDS issued should the Renter terminate this Rental Agreement prior to the Due Date.</li> <li>If the Renter chooses to take advantage of any discount, should the Renter terminate this Rental Agreement prior to the term of this agreement, the Renter will be required to pay the difference of the discounted rate paid and the standard published rate for the rental period up to the date of the termination.</li> </ol>					
PAYMENT METHOD: (circle one)	VISA	MASTERCARD	E-TRANSFER	CASH	
I give WWS Storage Inc. authorization to otherwise notified by the Renter	o renew my Rental Agree	ment with my VISA or MA	STERCARD on the da	te of expiration unless	RENTER'S INITIALS
CREDIT CARD #				EXF	PIRY DATE
NAME ON CARD		SIGN	ATURE OF CARD H	IOLDER	
I HAVE READ AND UNDERSTAND THE				TO ABIDE BY ALL TE	RMS AND CONDITIONS.

THIS AGREEMENT SHALL BE DEEMED TO CONTINUE ON A 3 MONTH OR 12 MONTH BASIS AT THE EXPIRATION OF THE TERM OF THE AGREEMENT UNTIL EITHER PARTY NOTIFIES THE OTHER OF ITS INTENTION TO TERMINATE THE AGREEMENT. TO TERMINATE THE AGREEMENT, EITHER WWS OR THE RENTER MUST GIVE 10 DAYS WRITTEN NOTICE ON OR BEFORE THE LAST DAY OF THE STORAGE TERM.

DATE

WWS PER:

# TERMS OF AGREEMENT

#### 1. USE OF STORAGE STALL

The stall ("Stall") assigned to the Renter by Wildwood Storage. ("WWS") shall be used by the Renter for storing the Renter's recreational vehicle ("RV") in accordance with the Renter's Obligations. The Renter shall not at any time use the stall as a Mobile Home Site as such term is defined in the Mobile Home Sites Tenancies Act, R.S.A. 2000 M-20.

## Renter Privileges

 a) The Renter shall have access to his or her Stall(s), During Gate Access hours 7 days a week as long as their account is in good standing.

#### Renter Obligations

- b) The Renter shall pay the total 3 Month or 12 Month Rental Amount and all other charges ("Other Charges") when the same become due. Other Charges will include, but are not limited to, third party repair or contracted bills, maintenance costs, or any other expense incurred pursuant to the terms described in this Rental Agreement. A clean-up fee will be charged if the Stall is left in unclean condition: \$100.00
- c) The Renter shall not interfere in any way with the rights of WWS or other Renters on the premises.
- d) The Renter shall not perform any illegal acts or carry on any trade, business or occupation on the premises.
- e) The Renter shall not endanger persons or property on the premises.
- f) The Renter shall not make any repairs, alterations, replacements or improvements to any part of the Stall or premises without any exception. Damage caused by the Renter will be repaired by a third party contractor at the discretion of WWS. Any such repairs will be billed to the Renter as Other Charges.
- g) The Renter shall at times during the term of this Rental Agreement (the "Storage Term"), at its sole cost, keep and maintain in a clean and tidy manner and in good order the whole of the Stall.
- h) The Renter shall at the expiration of the Storage Term, deliver vacant possession of the Stall to WWS's in a clean and tidy condition and the Renter shall return to WWS all swipe cards to the premises. Any lost, damaged or replacement swipe cards will have a charge of \$100.00.
- i) The Renter shall not keep, use or store in or upon the Stall any firearms, explosives, toxic chemicals, or any article which may be prohibited by any fire insurance policy in force from any time to time covering the premises. This does not include household chemicals and propane or other fuels as part of the vehicle or trailer which are allowed.
- j) The Renter shall not allow his or her RV to extend outside of the area designated as his or her stall.
- k) The Renter represents and warrants that he or she is in lawful possession of all goods stored in or on the stall. The Renter AGREES TO ADVISE WWS IN WRITING OF THE FULL NAME AND ADDRESS OF ANY PERSON OR CORPORATION OTHER THAN THE RENTER WHO HAS AN INTEREST OF ANY OF THE GOODS STORED IN THE STALL. WWS may require the Renter to advise WWS in writing of the name of any person authorized by the Renter to have access to the stall. The Renter shall be legally responsible for any damage, loss or injury caused by any person brought on to the premises by the Renter, or visiting the stall with the Renter's permission. WWS will not knowingly release any property to any other person/ corporation than those listed on the Rental Agreement; however, access to the site implies that any owner wishing, can remove their RV at their discretion.
  I) NO INVOICES OR STATEMENTS WILL BE SENT. If the Renter requires an invoice,
- NO INVOICES OR STATEMENTS WILL BE SENT. If the Renter requires an invoice, receipt or statement, please visit our website wildwoodstorage.ca/portal with your login credentials to view and print invoices and receipts.

## 2. SALE OF RENTER'S GOODS/RV IN THE EVENT OF DEFAULT

If WWS has not received payment of the Rental Amount, or any other charges ("OTHER CHARGES") that may become due pursuant to this Rental Agreement, on or before the Due Date, then the Renter will be considered to be in default until such time as WWS has received payment of all outstanding Rental Amounts and/or Other Charges.

When the Renter is in default WWS may place a second padlock on the RV and the Renter shall not be entitled access to his or her RV and the RV will not be moved off the Stall until the Renter is no longer in default. Under no circumstance may the Renter remove an goods from the RV or move the RV from its Stall while the Renter is in Default.

The Renter agrees that if the Renter is in Default, WWS may sell the goods or RV in the Stall according to the procedure for sale of goods subject to a lien set out in the Warehouseman's Lien Act, R.S.A. 2000c. W-2, provided that WWS reasonably believes that the public

Warehouseman's Lien Act, R.S.A. 2000c. W-2, provided that WWS reasonably believes that the public auction sale of the goods in the Stall would not exceed the costs associated with such sale, WWS may sell or otherwise dispose of the goods in any manner it sees fit.

## 3. ENVIRONMENTAL MATTERS

Any environmental contamination of the Stall occurring during the Storage Term as a result of the Renter's use of the Stall will be remedied at the sole cost and expense of the Renter.

#### 4. RELEASE AND INDEMNIFICATION OF WWS

All property kept or stored in the Stall shall be so kept or stored at the risk of the Renter. The Renter releases WWS from every claim it has or might have in connection with anything that has occurred or might occur on or in connection with the Stall. The Renter shall also indemnify WWS and save it harmless from any and all loss (including loss of fee and other amounts payable by the Renter pursuant to this Rental Agreement) claims, actions,

damages, liability, and expense in connection with the loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Rental

Agreement, or any occurrence in, upon or at the Stall, or the occupancy or use by the Renter of the Stall or any part thereof, whether or not WWS, its agents, servants, employees or other persons for whom it may be in law responsible, are negligent. If WWS shall, without fault on its part, be made party to any litigation commenced by or against the Renter, the Renter shall protect, indemnify and hold WWS harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by WWS in connection with such litigation.

"WWS" in this Paragraph 4 means the party of the first part of this Rental Agreement, and includes the owners of (i) the freehold, and (ii) the owners, if any, of the leasehold title of the lands within and comprising the Storage Centre, as well as all of their respective officers, directors, employees, agents and contractors.

#### 5. ASSIGNMENT OR SUBLETTING

The Renter shall not assign this Rental agreement in whole or in part, nor sublet all or any part of the Stall, not permit any other person, firm or corporation to use or occupy the Stall without the prior written consent of WWS, which consent may be arbitrarily or unreasonably withheld.

### 6. RULES OF ACCESS TO AND OF SPACE

- a) Renter's access is granted by Swiping your access card, YOU MUST STOP AND SWIPE YOUR ACCESS CARD in front of the gate entrance (even if the gate is open) each time you require entry, before proceeding onto the premises. Gate will open automatically upon exiting.
- b) Maximum speed limit on premises is 10km. Please obey all traffic signs.
- c) Business hours are posted on the premises and may change from time to time without notice. d) WWS may use POISON/VERMIN control.
- e) All small children and pets MUST remain in your vehicle at all times while on the premises.
- f) SMOKING IS STRICTLY PROHIBITED within the Stall or on the premises.
- g) Please park backing into your Stall and keep your unit in the center of your Stall.
- h) Tarps must be tightly secured so that they don't flop in the wind.
- i) Awning and steps/stairs must be retracted and tightly secured.

#### 7. RV PARKING REGULATIONS

YOU ARE NOT PERMITTED TO:

- a) Discharge the clean, grey or black water tanks onto WWS's property. Violator's will be charged a \$250.00 environmental cleanup fee. Black and grey water valves must be closed securely to avoid leaking and odors.
- b) Use plywood or any other hard materials for wheel covers. Strong winds in the area could pick up and damage other RV's.
- c) Discharge propane tanks on the premises.
   d) Have the contents of the RV (fire wood, barbeque and other paraphernalia) stored outside the unit.

#### 8. NOTICES

All notices, demands, requests or other instruments which may or required to be given under this Rental Agreement will be in writing and deemed to have been received five (5) Business Days after the postmark date thereof if sent by registered mail, the next Business Day following transmission if sent by email, or at the time of delivery if hand delivered (including pre-paid courier), and will be addressed as follows:

If TO WWS

Ма

il:	Wildwood Storage 5211 48th Street
	Wildwood, AB
	T0E 2M0

If to the Renter, such notices will be delivered to the address provided by the Renter.

For the purposes of the foregoing a "BUSINESS DAY" means any day on which commercial banks are open for business in Wildwood, Alberta, but does not in any event include a Saturday, Sunday or a statutory holiday.

## 9. REGISTRATION

The Renter shall not register this Rental Agreement or any notice of it against the lands or any part thereof comprising the premises.

## 10. PARTIES

All rights and liabilities granted to, or imposed upon the respective parties hereto, extend and bind the successors and assigns of WWS and the heirs, executors, administrators and permitted successors and permitted assigns of the Renter, as the case may be. If there is more than one Renter, they are all bound jointly and severally by the terms, covenants and conditions of this Rental Agreement. No rights, however, shall enure to the benefit of any assignee of the Renter unless the assignment to such assignee has been approved by WWS in writing as provided by paragraph 5 of this Rental Agreement.

#### 11. SPECIAL CONDITIONS

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

## 12. ONLINE FOR INFORMATION

Our Website www.wildwoodstorage.ca contains all current contact information as well as payment options.