

STORAGE AGREEMENT

Dated:	
Between: CLEAR LAKE SELF STORAGE JV	Phone:

(herein referred to as Clear Lake Self Storage)
AND:

(herein referred to as the Renter)

Full Name:	Phone Number:
Mailing Address:	
Email:	

Identification of Unit Number Rented:
Building Number:
Building Number:

(herein collectively referred to as the Unit)

THE RENTERS PROPERTY IS NOT INSURED BY CLEAK LAKE SELF STORAGE. SEE PARAGRAPHS 13, 14 and 15 HEREIN.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS contained in this agreement, the parties agree as follows:

RENT PAYABLE

1. The Renter has agreed to rent the Unit from Clear Lake Self Storage on the terms and conditions herein contained.
2. For rental of the Unit(s), the Renter shall pay to Clear Lake Self Storage, the following storage rates for the Unit:

Unit Number	Monthly Rental Amount
	Plus Applicable GST

as a month to month rental, commencing on _____ (date) and payable on the _____ day of each and every month thereafter, until this Agreement is terminated by the Renter in accordance with paragraph 17 herein or terminated by Clear Lake Self Storage in accordance with paragraph 18 herein.

The tenant shall be responsible for a full month of rent for each month or partial month that the tenant has rented the unit until such term is terminated as provided for herein.

3. The Renter shall be entitled to store and warehouse his/her chattels and property (herein collectively the AProperty©) in the Unit for as long as the Renter is not in default of the terms of this Agreement or until the Renter receives notice from Clear Lake Self Storage of the termination of this Agreement and the requirement to vacate the Unit in accordance with paragraph 18 of this Agreement.

PROHIBITED STORAGE

4. The Renter is strictly prohibited from storing or warehousing any of the following items, materials or substances in the Unit at any time:
 - a. explosives of any kind, including but not limited to fireworks;
 - b. radioactive material; or
 - c. gasoline or any other highly combustible solids, liquids or gases; or
 - d. any substance or combination of substances that, if emitted, would create or contribute to the creation of a condition that:
 - i. endangers the health, safety or welfare of persons; or
 - ii. causes damage to the Unit.
 - e. any substance declared to be hazardous, toxic or illegal under any law or regulation now or hereafter enacted or put into force by any governmental authority;
 - f. stolen goods; or
 - g. substances that Clear Lake Self Storage, acting reasonably, determines to be hazardous or toxic.

USE OF UNIT

5. The Renter acknowledges that the Unit shall be used for storage and warehousing of permitted Property only and for no other purpose whatsoever.

NO ALTERATIONS

6. The Renter shall keep the Unit in a good and reasonable state of repair and shall not make any alterations, installations or additions, or affix any fixtures or appurtenances to the Unit without the prior express written consent of Clear Lake Self Storage.

DEFAULT BY RENTER

7. Default or non-compliance by the Renter of any of the terms as contained in paragraphs 4, 5 and 6 herein may result in immediate termination of this Agreement, at the sole option of Clear Lake Self Storage. Clear Lake Self Storage reserves the right to inspect the Unit, on 24 hours notice to the Renter, to ensure that the Renter is in compliance with the terms of this Agreement.

LIABILITY FOR LOSS AND DAMAGE

8. The Renter shall be liable for any loss, damage or destruction resulting to his/her rented Unit and/or any adjoining rented Units and/or the property stored therein resulting from his/her negligent activities or behaviour or resulting from a breach of this Agreement by the Renter, or his/her agents and employees.

REMEDIES OF CLEAR LAKE SELF STORAGE

9. Clear Lake Self Storage is a Abailee© of the Property as defined by the Manitoba Warehousemen=s Liens Act (the AAct©) and the Act shall have application to the parties and the Property herein.

10. In the event that the Renter fails to pay the rental amount(s) agreed to be paid by him/her for the Unit as required herein, Clear Lake Self Storage claims a lien for:
 - a. all lawful charges for storage rental payments and preservation of the Property; and
 - b. for all lawful claims for money advanced or expenses incurred by it in relation to the Property; and
 - c. all reasonable charges for any notice required to be given under the Act, and for notice and advertisement of sale, and for sale of the Property where default is made in satisfying the lien.

Clear Lake Self Storage shall give notice of the lien to the Renter and any other persons entitled under the Act.

11. Clear Lake Self Storage may detain the Property in its possession and in storage in the Unit until such defaulted rental amounts are paid in full. If the defaulted amounts are not paid within 30 days after notice of the lien has been given to the Renter by Clear Lake Self Storage, Clear Lake Self Storage may seize and cause the Property to be sold in accordance with the provisions of the Act and for the purposes of such seizure and sale, Clear Lake Self Storage shall be entitled to enter and repossess the Unit, remove any locks or other security from same, remove, relocate or otherwise deal with the Property as it sees fit.

12. In the event of the sale of Property pursuant to paragraph 11 herein, Clear Lake Self Storage shall retain from the proceeds of the sale:
 - a. firstly the expenses of Clear Lake Self Storage in disposing of the Property;
 - b. secondly, all amounts due to it under this Agreement; and then shall return to the Renter any surplus of the sale proceeds.

In the event that the proceeds of the sale are insufficient to pay the expenses and the amounts due to Clear Lake Self Storage, the Renter shall at once pay the deficiency and Clear Lake Self Storage shall remain entitled to pursue all available legal remedies to collect same.

PROPERTY NOT INSURED

13. The Renter=s Property is not insured by Clear Lake Self Storage nor do the storage rental rates include any insurance whatsoever. It is the sole and separate responsibility of the Renter to insure his/her own Property under his/her own policy of insurance.
14. The Renter is solely responsible for maintaining the security of his/her Property within the Unit and shall ensure, at all times, that the Unit is locked with an operational locking mechanism.
15. The Property is stored at the Renter=s own risk for loss or damage of any kind or nature whatsoever excepting only the gross negligence of Clear Lake Self Storage, its employees, agents or assigns. Clear Lake Self Storage assumes no responsibility for loss or damage caused by, but not limited to, the following:
 - a. weather conditions of any kind including wind, storm, flood, temperature changes, frost or extreme heat;
 - b. fire or explosion from any cause;
 - c. insufficient packaging, crating or boxing, if applicable;
 - d. theft or breakage;
 - e. rats, mice or other animals;
 - f. leakage of water;

unless such damage is caused by the failure of Clear Lake Self Storage to exercise the ordinary care and diligence required of it by law relevant to such peril and amounting to gross negligence.

All Unit storage rates must be paid regardless of loss or damage caused to the Renter=s Property and the Renter has no right of set-off or abatement of rent as a result thereof.

16. Clear Lake Self Storage=s liability in the event of gross negligence shall be limited to the actual value of restoring the damage to the Property only as of the date of the damage. In the event of a complete loss or destruction of any item of the Property, Clear Lake Self Storage=s liability in the event of gross negligence shall be limited to the actual fair market value of the lost or destroyed Property only as of the date of the loss.

Termination of Agreement

17. This Agreement may be terminated at any time by the Renter upon providing 30 days written notice to Clear Lake Self Storage. Upon expiration of the 30 days notice, the Renter shall surrender possession of the Unit, vacated of all Property and in a good state of repair and condition, and shall surrender any and all master keys to the main gate of the storage site.
18. This Agreement may be terminated by Clear Lake Self Storage in the following circumstances:
 - a. on an immediate basis in the event that the Renter violates paragraphs 4, 5 or 6 herein;
 - b. on 30 days notice if the Renter is in default of rent, or any portion of a rent payment due and payable herein, which default is not cured within the said 30 days notice period; or
 - c. on 30 days notice if the Renter breaches any other term of this Agreement, which default is not cured within the said 30 day notice period.
19. Upon termination of this Agreement by Clear Lake Self Storage of this Agreement pursuant to paragraph 18 herein, the Renter shall surrender possession of the Unit, vacated of all Property and in a good state of repair and condition, and shall surrender any and all master keys to the main gate of the storage site.
20. This Agreement is non-assignable by the Renter.
21. Any and all notice required to be given to the Renter or to Clear Lake Self Storage pursuant to this Agreement or the Act may be sent by the Renter registered mail or by email to the addresses indicated on page 1 of this Agreement. Notice given by registered mail shall be valid on the third business day after mailing and notice given by email shall be valid on the next business day after transmission.

THE RENTER HAS READ, FULLY UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.