

# TRACKSIDE STORAGE

Phone: 403-646-2463 (Nanton) 403-485-1106 (Vulcan)

Email: tracksidestorage@hotmail.com

## Storage Agreement

### **Storage Space Information**

Address: .....

Unit # ..... Type (indoor/outdoor).....

Size (square feet) .....

Move in: ..... Move out: .....

Rate: \$ ..... Deposit: \$ ..... GST \$ .....

**TOTAL DUE:** \$ .....

Special Notes:

.....  
.....

### **Tenant Information**

Name ..... Phone .....

Address ..... Province ..... Postal Code.....

Email ..... Mobile.....

Business Name (if applicable) .....

### **Alternate Contact**

Name ..... Phone .....

Address ..... Province ..... Postal Code.....

Email ..... Mobile.....

Business Name (if applicable) .....

### **Description of Property Stored** (include make, model, year and License plate for vehicles and RVs)

.....  
.....  
.....  
.....  
.....

NOTE: Digital photo may be taken and kept on file when property arrives.

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**TRACKSIDE STORAGE** ("Landlord") hereby agrees to lease, and the Tenant hereby agrees to rent, the Storage Space stated above, and located at \_\_\_\_\_ (the "Premises"), upon all of the terms and conditions set forth in this Agreement.

### 1. RENT

The rent for the Storage Space is \$ \_\_\_\_\_ per month, payable in advance on the 1<sup>st</sup> day of each month and delivered to the Landlord via electronic e-transfer to tracksidestorage@hotmail.com. For all RV & Boat storage, the Tenant must provide three (3) months' payment up front with three (3) month billing to follow.

The Tenant understands that no Rent refunds will be granted on any partial month. Tenant understands that Rent must be paid in full each month and that Landlord does not accept partial payments. Further, there is a \$25.00 late charge for payments that are received after the date that rent is due.

The Landlord may change the Rent or any other charge or fee by giving the Tenant thirty (30) days' advance written notice.

### 2. INITIAL PAYMENT

The Landlord acknowledges receipt from the Tenant of \$ \_\_\_\_\_ for the rental from \_\_\_\_\_ to \_\_\_\_\_, and it is agreed that no refund will be granted.

### 3. TERM

This Agreement shall run for the period covered by the Initial Payment and from month to month thereafter, and shall terminate on the last day of the month for which a rental payment has been paid if no prepayment is paid for the next succeeding month.

The Tenant may terminate this Agreement by giving written notice of their intention to terminate to the Landlord at least two (2) weeks before the next rent payment is due. The Tenant must also provide Landlord with at least 3 days' notice prior to removing any property from the Premises.

The Landlord may terminate this Agreement by at least thirty (30) days written notice to the Tenant. The Landlord may also immediately terminate this Agreement without notice to the Tenant if the Tenant is in breach of any of the terms contained herein.

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### **4. NO ASSIGNMENT OR SUBLETTING**

The Tenant shall not assign this Agreement or the Storage Space or any part thereof, nor sublet the Storage Space or any part thereof.

### **5. CARE OF THE PREMISES**

The Tenant, Tenant's agents, employees, invitees and/or guests, shall maintain the Premises in good condition, reasonable wear and tear excepted, and the Tenant shall not perform any practices which may injure the Storage Space facility or the Premises or be a nuisance or a menace to other tenants and shall keep the Premises surrounding the Storage Space, including keeping all corridors and driveways, clean and free from rubbish, dirt, and other debris at all times. Waste shall be removed by the Tenant at the Tenant's expense.

Tenant is responsible for the cost to repair any and all damage to the Storage Space, security gate and monitoring systems, and any other part of the Premises caused by the Tenant, Tenant's agents, employees, invitees and/or guests.

### **6. TENANT'S ACCESS**

Tenant's access to the Premises and to the Storage Space may be limited in any manner deemed reasonable by the Landlord, including but not limited to providing the Landlord with 48 hours' notice that the Tenant wishes to access the Premises, requiring verification of the Tenant's identity and inspecting vehicles that enter the premises.

Tenant grants Landlord or Landlord's agents access to the Storage Space upon 24 hours advanced written notice to the Tenant. In the event of an emergency or nuisance, Landlord shall have the right to enter the Storage Space without notice to the Tenant, and take such action as may be necessary or appropriate to preserve the Storage Space and surrounding Premises, to comply with applicable law or to enforce the Landlord's rights.

### **7. USE OF STORAGE SPACE**

The Tenant agrees that the Landlord does not exercise care, custody or control over the Tenant's property located in the Storage Space. Unless otherwise approved in writing by the Landlord, Tenant agrees to use the Storage Space only for the storage of lawful property wholly owned by the Tenant. In no case may the Tenant reside in the Storage Space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, or any illegal items. The Landlord may enter the Storage Space at any time to remove and dispose of any prohibited items at the Tenant's expense.

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The Tenant shall use electrical outlets for lighting purposes only and shall not engage in any activity that interferes with the use of the Premises by other tenants or the Landlord. The Tenant understands that the Storage Space is not heated or cooled, unless Tenant is renting a Storage Space specifically designated as such by the Landlord. The use of any heating or cooling device in the Storage Unit is prohibited without the express written consent of the Landlord.

The Tenant's obligations of indemnity under this Agreement specifically include any costs, fees, expenses, fines or penalties imposed against the Landlord arising out of the storage, use or creation of any hazardous material by the Tenant, Tenant's agents, employees, invitees and/or guests.

### **8. LOCKS**

The Tenant agrees to use the lock provided by the Landlord for the Storage Space, and to keep the Storage Space locked when the Tenant is not present at the Premises. If Landlord does not supply a lock, the Tenant shall provide, at the Tenant's own expense, a lock for the space or property that the Tenant deems sufficient to secure the Storage Space or property. The Landlord may, but is not required to, lock Tenant's Storage Space if it is found to be unlocked.

### **9. INSURANCE**

The Tenant, at the Tenant's expense, shall maintain an insurance policy in adequate amounts to properly insure all property stored in the Storage Space. The Tenant assumes all risk of loss to their personal property.

### **10. RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE OR LOSS**

All personal property stored within or upon the Storage Space by the Tenant shall be at the Tenant's own risk. The Landlords, Landlord's agents and employees shall not be liable to the Tenant and are hereby released from liability, for any loss or damage to the Tenant's personal property stored in the Storage Space or on the Premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of the Landlord, Landlord's agents or employees.

Without limiting the foregoing, the Tenant hereby acknowledges and agrees that the Landlord is providing the Storage Space at the Tenant's own risk, and is not a bailee or warehouseman and therefore has no obligation to care for or preserve the Tenant's personal property.

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### **11. RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY**

The Landlord, Landlord's agents and employees shall not be liable to the Tenant, Tenant's agents, employees, invitees and/or guests, and are hereby released from liability, for any injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of the Storage Space or the Premises, even if such injury is caused by the acts, omissions or negligence of the Landlord, Landlord's agents or employees.

### **12. INDEMNIFICATION**

The Tenant agrees to indemnify, hold harmless and defend the Landlord and Landlord's agents and employees from all claims, demands, actions or causes of action (including legal fees and costs) that are hereinafter asserted against the Landlord or Landlord's agents or employees and arising out of the Tenant's use of the Storage Space and/or the Premises, including claims for Landlord's negligence, except that the Tenant shall not be liable for claims arising out of Landlord's gross negligence.

### **13. DEFAULT**

If the Tenant is in breach of the Tenant fails to pay the Rent when due or otherwise is in breach of this Agreement, a second padlock will be placed on the Storage Space until such time as payment is made in full or the default is remedied by the Tenant. Under no circumstances will the Tenant be permitted to remove their personal property from the Storage Space or the Premises until payment has been made in full. For certainty, all personal property of the Tenant will be removed from the Storage Space 90 days after default.

### **14. RIGHT OF ENTRY AND DISPOSAL**

The Landlord may dispose of any property left in the Storage Space or on the Premises by the Tenant after this Agreement expires or is terminated. The Tenant shall be responsible for all costs incurred by the Landlord in disposing of such property, or the costs of cleaning the Storage Space should it not be maintained and left in a clean state.

In addition, in circumstances where the Tenant fails to pay the Rent when due or to vacate the unit promptly upon expiration or termination of this Agreement, the Landlord may exercise any remedies available to the it under applicable law, including but not limited to the right to dispose of the property by public and private sale in order to recover payment of any amounts due from the Tenant to the Landlord under the terms of this Agreement.

In some circumstances, the Landlord may have a lien upon all personal property located at the Storage Space and/or the Premises for Rent, late payment fees or other charges present or future, incurred pursuant to this Agreement and for expenses necessary for the preservation,

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sale, or other disposition of personal property in accordance with the provisions of this Agreement and the laws of Alberta.

### 15. RELOCATION

The Landlord reserves the right to relocate the Tenant, without expense to the Tenant, to any other Storage Space on the Premises which is of a comparable size and nature.

### 16. RULES AND REGULATIONS

The Landlord shall have the right to establish or change the hours of operation for the facility and to issue Rules and Regulations for proper conduct and good order on the Premises. The Tenant agrees to comply with all Rules and Regulations as now in effect, or as may be amended from time to time by the Landlord.

### 17. WAIVER

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of.

### 18. NOTICE

Any notice required to be given to the Tenant or the Landlord shall be sent by ordinary mail to the address set forth below, or to such other address as the parties shall advise. Any notice sent shall be deemed to have been received by the other party three (3) business days after they were sent unless there is a postal strike or stoppage, in which case it will be necessary to deliver the notice by other reasonable means.

To the Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 19. GOVERNING LAW

This Agreement shall be subject to and governed by the laws of the Province of Alberta.

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### 20. WAIVER

The failure of the Landlord to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the Landlord's right to do so thereafter, nor shall it give rise to any cause of action or defense on the part of the Tenant.

### 21. ENTIRE AGREEMENT

This Agreement contains all of the understandings and agreements between the Landlord and Tenant with respect to the lease or rental of the Storage Space and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, the terms of this Agreement may be modified, amended or supplemented only in a writing that has been signed by both Landlord and Tenant.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

### TRACKSIDE STORAGE

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Signature of Tenant

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### **Schedule "A" – Rules & Regulations**

1. Gas tanks on all vehicles must be full at all times while stored on the Premises to reduce the risk of fire and prevent tank condensation.
2. All vehicles older than ten (10) years of age or with special starting instructions or electrical, fuel or engine cutoffs must detail these instructions in writing and provide to Landlord.
3. Car covers are permitted only with approval of the Landlord.
4. The Landlord will not act as a repository for part cars, vehicle components, damaged, deteriorated or generally non-roadable vehicles. Landlord reserves the right to reject any vehicle not confirming to reasonable appearance standards.
5. No pets allowed on the Premises without prior approval.
6. No alterations or additions may be made to any Storage Space. Tenants may not install any lockers, chests or similar structures in the Storage Space.
7. No torches or flame-producing equipment of any kind are to be used in the Premises at any time. Smoking is not allowed anywhere on the Premises.
8. Motors must only be started on the Premises with the approval of the Landlord. Exhaust must be vented appropriately. Noise should be kept to a minimum at all times.
9. All children under the age of 18 must be accompanied by an adult while in the Premises.
10. Contractors are only allowed access to the Premises to perform specific services on Tenant vehicles with prior written consent of the Landlord. Services are necessarily limited to appraisal and other similar tasks that do not involve any starting or disassembly of the vehicle. Contractors must coordinate visits directly with the Landlord. Access will not be provided for any contractor who shows up without an appointment. Contractors must carry and provide proof of adequate liability and workers' compensation insurance.