



self storage agreement

XYZ Storage unit rental

Each XYZ Storage location is independently owned and operated by a separate Company (the "Company"). Please refer to the list of owner operators at the end of this Agreement to determine the owner and operator of your storage location.

1 customer information

<input type="text"/>	<input type="text"/>	
name	surname	
<input type="text"/>	<input type="text"/>	
address	unit	
<input type="text"/>	<input type="text"/>	
city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>
home phone	cell phone	
<input type="text"/>	<input type="text"/>	
work	ext	
<input type="text"/>	<input type="text"/>	
email		

2 access person

<input type="text"/>	
full name	
<input type="text"/>	
primary phone	
emergency contact	
<input type="text"/>	<input type="text"/>
name	surname
<input type="text"/>	<input type="text"/>
primary phone	

3 agreement terms

A. I agree that I will pay my Total Monthly Rent on time.

The Total Monthly Rent is due and payable on the first day of each month. If the Customer fails to pay the Total Monthly Rent on such date, the Company has the right to place an additional lock on the Customer's Unit(s) and retain the contents thereof until all sums due by the Customer are paid, subject to Section 12 of the Terms and Conditions. There is a seven (7) day grace period before a late fee of \$10 per month for each unit sized 5'x4' or smaller and \$15 per month for each unit sized 5'x5' or larger applies. On the 20th day of the month, if any portion of the Total Monthly Rent is still outstanding, an additional \$10 per month or \$15 per month late fee, as applicable, will apply depending on each unit as stated above. For additional details see Sections 4-7 of the Terms and Conditions. If the Tenant is delinquent in the payment of Total Monthly Rent, or other amounts due under this Agreement for more than thirty (30) days then Tenant shall pay a lien handling charge of \$25.00 for each unit sized 5'x4' or smaller and \$50.00 for each unit sized 5'x5' or larger for the costs of processing the delinquent account, whether or not a sale occurs.

B. Acknowledgement

The Customer has received and read the Terms and Conditions and agrees to abide by them. If any installment of Total Monthly Rent or other amounts due under this Agreement remains unpaid for sixty (60) days, the Company may, on prior notice, take possession of each Storage Unit's contents for the purpose of public auction.

C. Not allowed items

Absolutely no food, perishables or articles of extraordinary value may be stored in the container.

If Accepted; Insurance Terms

The Customer accepts and understands that coverage of contents in storage will be insured by the Customer's insurance purchased in accordance with the terms, conditions and policy limits hereunder (the "Purchased Insurance"). The Customer agrees that its sole and exclusive recourse for compensation in the event of loss or damage of contents while in storage is pursuant to its Purchased Insurance (Note: Insurance will not cover motor vehicles and watercrafts if stored in unit or in an outdoor parking spot).

E. Purchase insurance amount

amount purchased minimum \$10 for \$5,000 coverage, each additional \$1,000 in coverage is \$3.00	<input type="text"/>
total insurance premium per month	<input type="text"/>

I accept the above terms.

storage information

<input type="text"/>	<input type="text"/>	
lease number	date	
<input type="text"/>	<input type="text"/>	
move-in date	unit #	size <input type="text"/> X

monthly storage and insurance fee

<input type="text"/>	<input type="text"/>
monthly rent	insurance fees
<input type="text"/>	<input type="text"/>
H.S.T. (13%)	H.S.T. (13%)
<input type="text"/>	<input type="text"/>
total	total

<input type="text"/>	A
total monthly rent	

Lock Details

A lock must be placed on the Storage Unit by the end of business on the Move-In Date as it appears on this Agreement. The Customer may purchase a lock from XYZ Storage, or provide their own. However, if a lock is not on the unit by the end of business on the Move-In Date, XYZ Storage will place a company lock on the Storage Unit (and bill the Customer for the cost of such lock), until a replacement lock is provided by the Customer. The Customer will not be reimbursed for the cost of such lock. Please note that a lock can only be replaced during office hours.

<input type="text"/>
customer initials

Anti-Spam Legislation

The Company would like to send the Customer messages in connection with its products and services, discounts and/or special offers. The Customer has indicated its consent to receiving electronic communications from the Company in connection with its products and services, discounts and/or special offers by initialing where indicated. The Customer may withdraw its consent to electronic communications at any time by contacting the Company at the address above.

<input type="text"/>
customer initials

payment method

i Credit Card is required regardless of choice of payment, and will be charged if your account becomes delinquent, even if it is not selected as your primary method of payment.

I <input type="text"/>
authorize XYZ Storage to charge my monthly payment of <input type="text"/>
due the first of each month from my credit card.

<input type="text"/>
customer signature

<input type="text"/>
XYZ Storage representative

TERMS AND CONDITIONS OF XYZ STORAGE AGREEMENT ("Agreement")

XYZ Storage (the "Company") and the Customer agree that the storage unit(s) (each or collectively, the "Storage Unit"), located at the Company's address on the reverse hereof, shall be leased to the Customer solely for use as a storage space pursuant to the terms and conditions specified on both sides of this Agreement. In addition, the parties agree to the following terms and conditions:

- 1. USE AND RESTRICTIONS. The Customer shall not:** a) store any perishable items, agricultural products, food, animals, alcoholic beverages, flammable or combustible materials, explosives, dangerous goods, controlled substances, drugs, hazardous materials or products, toxic chemicals, fumigants, valuable documents, money, deeds, stock certificates, securities, evidence of death, irreplaceable or valuable items, antiques, jewels, precious metals, jewelry, fine arts, stamp collection, rare or historical items; b) allow noxious odours or liquids of any kind to escape from the Storage Unit into the common areas of the building within which the Storage Unit is situated (the "Building"); c) do any act or thing which may disturb the quiet enjoyment of any other customer or occupant of the Building or lands upon which the Building is situated (the "Lands") and premises nearby; d) use the Storage Unit for any unlawful purpose; e) sublet or assign the right to store goods in the Storage Unit without the prior written approval of the Company, which approval may be arbitrarily withheld by the Company; f) store in the Storage Unit anything which would violate any applicable laws, regulations, orders or bylaws of municipal, provincial or federal authorities; g) do any act or cause any act to be done in, on or about the Building, Lands or Storage Unit which could create a nuisance; h) repair machines or vehicles of any type including automobiles in the Storage Unit or the Building or on the Lands, which repairs will be specifically deemed to constitute a nuisance for the purpose of this Agreement.
- 2. OWNERSHIP OF PROPERTY.** The Customer acknowledges and warrants and represents to the Company that the Customer has all right, title and interest in the Customer's property and that the property is not received by the Company for storage from a person other than the Customer or a person who has granted authority to the Customer.
- 3. CUSTOMER'S OBLIGATIONS.** The Customer shall: a) pay to the Company the Total Monthly Rent (being the aggregate of the Monthly Rent, the Insurance Fees and applicable taxes) monthly in advance without set-off, deduction or abatement on the Move-In Date and thereafter on the first of each month; b) pay to the Company the Total Merchandise Cost upon execution of this Agreement without deduction; c) maintain the Storage Unit in good condition and repair; d) keep the door to the Storage Unit locked at all times with a sturdy padlock; and e) advise the Company of any change of address or change to its designated Access Person as set out in this Agreement on seven (7) days prior written notice of such change.
- 4. TOTAL MONTHLY RENT CALCULATION AND RENT INCREASE.** The Customer is a monthly customer and Total Monthly Rent shall be considered as accruing from day to day hereunder. If it is necessary to calculate rent for a period of less than one calendar month, an appropriate apportionment and adjustment on a pro rata daily basis shall be made. The Company may increase Total Monthly Rent or any other fees payable under this Agreement upon prior written notice to the Customer. Notice will be given not less than thirty (30) days prior to the first (1st) day of the month for which the increased payments take effect.
- 5. TERMINATION.** The Company may terminate this Agreement at any time for any reason whatsoever and at its sole option on prior written notice and the Customer shall have seven (7) days from the date of the Company's notice to remove all of its property from the Storage Unit. If the Customer fails to remove its property within such time period the Company may enforce its remedies under Section 6 in accordance with applicable laws. The Customer may terminate this Agreement on two (2) days prior notice to the Company during which time the Customer shall to remove all of its property from the Storage Unit.
- 6. PAYMENT OF ARREARS AND REMEDIES.** The Customer hereby acknowledges its indebtedness to the Company for amounts due and owing for storage. If any instalment of Total Monthly Rent or other amounts due under this Agreement remain unpaid for a period of thirty (30) days, or if the Customer abandons the Storage Unit the Company may without notice to the Customer: (i) forcibly and without liability remove all locks from the Storage Unit; (2) place its own lock upon the door of the Storage Unit; (3) take possession of the Storage Unit; and (4) collect any amounts due, including, without limitation, referral to a collection agency, commence legal action and report the Indebtedness of the Customer to a credit bureau. The Company may auction the Customer's property or retain the property in satisfaction of the Customer's indebtedness to the Company in accordance with applicable law. Where the Company has sold the Customer's property, the proceeds of sale shall be applied consecutively to: (i) the expenses of selling the Customer's property; (ii) the costs of moving and storing such property; (iii) the satisfaction of all Total Monthly Rent arrears, interest on arrears, or other amounts due and payable hereunder; and (iv) any damages to which the Company may be entitled hereunder or at law. If the Customer pays all of its Total Monthly Rent arrears and other amounts due under this Agreement prior to the auction date set out in the Company's notice of auction, the Customer will regain full possession of its property, and may secure the Storage Unit with a new lock. Notwithstanding the foregoing, the Company may terminate this Agreement in accordance with Section 5 upon receipt of payment of all Total Monthly Rent arrears and other amounts due under this Agreement; and (C) All Total Monthly Rent arrears and other amounts in arrears due under this Agreement shall be paid by certified cheque, money order or cash. Personal cheques will not be accepted by the Company.
- 7. PENALTY.** A \$50.00 penalty will be charged by the Company on all "NSF" cheques. Penalties are chargeable on late payment of the Total Monthly Rent in accordance with the terms on the front page of this Agreement.
- 8. RIGHT OF ENTRY.** The Customer agrees that the Company, its agents, representatives or servants shall have the right, acting reasonably, to forcibly or otherwise enter into the Storage Unit, for the purpose of removing any dangerous or offensive goods, or for the purpose of making such repairs or alterations therein as may be deemed necessary by the Company, in its sole and absolute discretion, for the safety and preservation of the Storage Unit, the Building and the Lands. The Company reserves the right to enter the Storage Unit and remove any restricted material from the Storage Unit upon prior notice to the Customer. Notwithstanding the foregoing, in cases of emergency or perceived emergency, the Company may take such action as is considered by it to be prudent and reasonable, without any prior notice to the Customer, to protect the Storage Unit, the Building and the Lands. The Company, its agents, representatives or servants shall not assume any liability, or any negligence for taking such action or for the manner in which it takes such action, or for failing to take action. If Customer is in default under this Agreement for more than seven (7) consecutive days which Event of Default has not been remedied, the Company is at liberty to "double lock" the unit by putting a Company lock on the unit that prevents the Customer from entering the unit until the Event of Default has been cured.
- 9. DAMAGE TO STORAGE UNIT, ETC.** The Customer shall not mark, damage or deface any part of the Storage Unit, the Building or the Lands. The Customer shall not make any alterations, repairs or changes to the Storage Unit, the Building or the Lands, without the prior written consent of the Company which consent may be arbitrarily withheld. Any such damage or alteration caused by the Customer, its agents, representatives, servants or the Access Person shall be repaired by the Customer, on demand, at the Customer's sole cost and expense and under the supervision of the Company.
- 10. INSURANCE.** The Company shall have no obligation to carry insurance on the Customer's property.
- 11. NO CLAIMS.** The Customer, in its personal capacity or on behalf of any third party including by way of subrogation, shall not bring any claim, demand and/or action of any kind or nature against the Company and the Company shall have no liability for any loss or damage to the Customer's property resulting from any cause whatsoever regardless of whether such loss or damage was caused, contributed to or resulted from any wilful act, omission or negligence of the Company or other customers or occupants of the Building or of their respective agents, representatives or servants, etc.
- 12. LIEN OF COMPANY.** The Company shall have a lien on the stored good and their proceeds for present and future storage charges, processing incidental to storage, transportation, insurance, monies, advances to any third party for your account and labour expenses (including legal fees and disbursements) necessary to preserve the storage goods, or to sell them. By the execution of this Agreement, the Customer grants the Company a security interest in the stored goods to secure the lien as described above. The Company may sell the stored goods to enforce our lien or security interest in accordance with the Repair and Storage Liens Act, or other applicable legislation. The Company may apply the proceeds of sale of the stored goods as against the Customer's account and sue the Customer for any amount outstanding on the Customer's account.
- 13. LIMITATION OF LIABILITY AND INDEMNITY.** The Company shall have no liability to the Customer, its agents, representatives, servants or the Access Person for any injury to the Customer's property or any other loss or damages caused by any conditions in the Storage Unit, the Building or the Lands resulting from any wilful act, omission or negligence of the Company. The Customer shall indemnify the Company, its agents, representatives or servants and also save them harmless from all losses, liabilities, damages, claims, demands and actions of any kind or nature which the Company shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Customer of any covenant, term or provision of this Agreement and against any and all losses, liabilities, damages, claims, demands, actions and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence in the Storage Unit, the Building or on the Lands or arising from the occupancy or use by the Customer of the Storage Unit, the Lands or Building by the Customer, its Access Person, agents, contractors, employees, servants, licensees, concessionaires or invitees or occasioned wholly or in part by any act or omission of Customer, its Access Person, agents, contractors, employees, servants, licensees or concessionaires whether in the Storage Unit, the Building or on the Lands. In case the Company is made a party to any litigation commenced by or against the Customer, then the Customer shall hold the Company harmless and shall pay all costs and legal fees incurred or paid by the Company in respect of such litigation.
- 14. THIRD PARTIES.** The Customer shall indemnify and hold harmless the Company, its agents, representatives or servants from any third party claim arising in any manner out of the Customer's, its agents, representatives, servants or the Access Person's presence on the Lands, in the Building and/or the Storage Unit.
- 15. RELOCATION.** At any time during the term of this Agreement, the Company may at its sole discretion, relocate the Customer's property to a different storage unit within the Building or to another one of the Company's storage facilities. The Company shall deliver prior written notice of such relocation to the Customer which notice shall include the alternate storage facility's address. Relocation will be in the Customer's presence or in the presence of a representative designated by the Customer. In the event the Company has been unable to make contact with the Customer or has received no communication from the Customer with respect to relocation, the Customer's property will be relocated in the presence of a security agent as a neutral witness. If such relocation occurs at the Company's request, relocation will be at the Company's costs.
- 16. NO WARRANTIES.** The Company hereby disclaims any implied or express warranties (including the implied warranty of merchantability), guarantees or representation of the nature, conditions, safety or security of the Storage Unit, the Building and the Lands. There is no warranty that the Storage Unit, the Building and/or the Lands will be fit for a particular purpose. The Customer hereby acknowledges that the inspection of the Storage Unit has been completed and further acknowledges and agrees that the Company makes no representation or warranty with respect to the Storage Unit, the Building and/or the Lands including without limitation the safety or security of the Storage Unit or of any property stored therein.
- 17. DISPUTE RESOLUTION.** In the event of a dispute between the Company and the Customer in connection with this Agreement, such dispute shall be settled, at the Company's option, by mediation, by arbitration before a one-person panel selected by the Company in accordance with the Arbitration Act 1991 (Ontario) or by any alternative available at law.
- 18. NON-RESTRICTION OF COMPANY'S RIGHT.** Nothing in this Agreement restricts the Company's right to recover from the Customer, all Total Monthly Rent due and payable under this Agreement, any unpaid damages in respect of any default by the Customer under this Agreement, and such other amounts which may be recoverable at law. The Customer agrees that the Company is at liberty to report on the Customer to any credit bureau.
- 19. COMPANY'S LEGAL FEES.** In the event the Company makes a claim or takes legal action against the Customer to recover all or a portion of the Total Monthly Rent or other monies due and payable under this Agreement, or to enforce any term or conditions of this Agreement, the Customer shall be responsible for the Company's legal fees and other expenses in connection therewith.
- 20. TRESPASSING.** The company reserves the right to remove the customer and/ or third parties from the premises at any time, at the sole discretion of the company.
- 21. PERSONAL INFORMATION.** Customer consents to the creation of a personal information file containing personal information regarding the Customer and their emergency contact, including information establishing Customer's identity (e.g. name, date of birth, contact information, ID number), information related to Customer's transactions with us, and Customer's payment information. Customer agrees that they will only provide Company with accurate information, and will update such information if it changes. Customer must

have the consent of their emergency contact to provide their information to Company. Company may use and disclose the personal information to manage, service, and enforce this Agreement and any other agreements, products or services we may offer and/or enter with you, to investigate and resolve any disputes relating to our relationship, to investigate and prevent fraud, to protect our rights, to meet any legal or regulatory requirements, and such other purposes as may be permitted by the applicable law, all in accordance with our Privacy Policy at www.xyzstorage.com, to which Customer hereby agrees. Customer consents to the retention of Customer's personal information for as long as is needed for the purpose of purposes set out in this Agreement and our Privacy Policy. Customer has the right to access Customer's file upon written request and to correct or complete the information in your file.

22. ELECTRONIC SIGNATURE AND CONSENT. The Customer agrees to receive electronically all disclosures, communications, notices and other information that the Company may send or be required to send under applicable law or otherwise ("Customer Electronic Signature Consent") pursuant to the Terms and Conditions set forth herein. Customer Electronic Signature Consent applies to any transactions undertaken by the Company including all notices, disclosures, communication and other information required to be given by the Company under applicable law and any other information required by law to be provided before any adverse action is taken as against the Customer. The Customer's consent will remain in effect from the time of acceptance and agreement to these Terms and Conditions. The Company may send the Customer any notices, disclosures, communication, any updates to the account billing statements and agreements whether now or in the future (the "Disclosures"). The Company may send any Disclosure via e-mail, to the e-mail provided. The Company is not responsible for any failure to receive any Disclosures sent via e-mail that is not caused by the Company's failure to send a Disclosure to the e-mail provided. The Customer agrees to keep the Company informed of any changes to the e-mail address.

23. MISCELLANEOUS. Time is of the essence in this Agreement. The Customer hereby authorizes the Company to release any information regarding the Customer as may be required by law or required by governmental authorities or agencies, law enforcement agencies, or courts. The Company may assign this Agreement without the Customer's consent and, after such assignment the Company shall be released from all of its obligations under this Agreement after the date of such assignment. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. If any provision of this Agreement is found to be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, administrators and permitted assigns. Any notice shall be in writing addressed to the parties set out in this Agreement and shall be effective the day it was delivered, faxed or emailed if received by 5pm on a business day and otherwise on the first business day after the date delivered, faxed or emailed.


24. AMENDMENTS. This Agreement may only be amended by the Customer by a written agreement signed by both parties. In the event these terms and conditions, or any aspect of this Agreement is restricted, suspended or changed, by the Company, the Company will provide the Customer notice at least 30 days before the amendment comes into effect, by posting the amended terms and conditions online at www.xyzstorage.com or by sending written notice using the Customer's email and/or mailing address, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. If the amendment entails an increase in the Customer's obligations or a reduction in the Company's obligations, the Customer may retain this Agreement unchanged or terminate this Agreement without penalty.

25. OWNER /OPERATOR. The company in this Agreement is the one where your Unit is located.


1 Laird Drive - 1 Laird Developments Inc.
207 Weston Road - 207 Weston Storage Inc.
459 Eastern Avenue - Eastern Storage Inc.
135 Beechgrove Drive - 1583728 Ontario Inc.
2256 Lakeshore Blvd. West - CSIT Property Management Inc.

IN WITNESS WHEREOF the parties have executed this Agreement on this:

day of ,



customer signature



XYZ Storage representative

I have read this entire agreement prior to signing and understand that I am bound to it.