



ALTA STORAGE

SELF STORAGE | MOVING | PORTABLE STORAGE | FENCE RENTALS | RV PARKING

Mailing Address: 15706 116 Avenue NW
Edmonton, Alberta T5M 3S5
Lot Address: 9700 – 90 Ave, Morinville, AB or
13 Boulder Blvd, Stony Plain, AB
Local: 780-993-ALTA (2582)
Email: gm@ALTAstorage.ca
Website: www.ALTAstorage.ca

SELF STORAGE RENTAL AGREEMENT

This legal agreement, executed in Alberta, on this _____ day of _____, 20____, between ALTA Storage, a corporation existing under the laws of the province of Alberta, hereinafter called the OWNER and the OCCUPANT as defined below:

OCCUPANT IS DEFINED BY THE PERSON OR CORPORATION WHOSE LEGAL NAME AND ADDRESS IS DESCRIBED BELOW:

RENTER'S INFORMATION

Name: _____
Drivers License #: _____ Province: _____ D.O.B.: _____ Expiry: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Home Phone: (_____) _____ Work Phone: (_____) _____
Cell Phone: (_____) _____ E-mail: _____

ALTERNATE CONTACT

Name: _____
Phone: (_____) _____ E-mail: _____

STORAGE LOCATION: Morinville (9700 – 90 Ave) Stony Plain (13 Boulder Blvd)

CREDIT CARD INFORMATION: (By signing this contract, I authorize ALTA Storage to take payment from my credit card for services rendered according to the terms and conditions of this agreement)

MasterCard VISA AMEX

Number: _____ Expiry: _____

Name on Card (s/b same as renter's name above): _____

This agreement is considered confidential and all personal information provided will not be disclosed to any third party considered outside the normal course of business. ALTA Storage, adheres to the Compliance and Policies held within the Personal Information Protection Act of Alberta. No information, other than information used in the general course of business, will be disclosed unless otherwise agreed to by the Occupant.

I AGREE TO AND HAVE READ THE FOLLOWING PROVISIONS WITHIN THIS AGREEMENT:

- ALL NEW CUSTOMERS MUST PRESENT A VALID DRIVER'S LICENSE AND VALID CREDIT CARD IN THEIR NAME UPON RENTAL. THIS INFORMATION WILL REMAIN ON MY FILE AND IS EXPECTED TO BE UPDATED IMMEDIATELY IF IT CHANGES.
- I UNDERSTAND THAT I MUST KEEP MY ACCOUNT CURRENT. EACH MONTH IS TO BE PAID IN ADVANCE BY MY DUE DATE.
- IT IS UP TO ME TO PROVIDE ALTA STORAGE WITH ANY CHANGES TO MY PHONE NUMBERS OR ADDRESS WITHIN 7 DAYS OF MOVING.
- AT THE FIRST DAY PAST DUE, I WILL BE DENIED ACCESS TO MY UNIT UNTIL FEES ARE PAID.
- AT FIVE (5) DAYS PAST DUE, I WILL BE CHARGED A FEE IN THE AMOUNT DESIGNATED IN THE SERVICE CHARGE SCHEDULE B (ADJACENT). SHOULD THE ACCOUNT BE DELINQUENT FOR MORE THAN TWENTY-EIGHT DAYS (28) THE OCCUPANT WILL BE CHARGED AN ADMINISTRATIVE FEE OF FIFTY (50) DOLLARS-PER BIN PER CYCLE.
- IF MY ACCOUNT GOES OVER THE TWENTY EIGHT (28) DAYS PAST DUE, ALTA STORAGE WILL SEIZE MY GOODS AND START THE AUCTION PROCESS, OR DISPOSE OF THE GOODS IF DEEMED UNSELLABLE. IF UNSSELLABLE, THEY WILL BE REMOVED AND DUMPED AT MY COST. IF THE SALE OF GOODS DOES NOT COVER THE BALANCE OWED TO ALTA STORAGE, THEY WILL SEND MY FILE INFORMATION TO A COLLECTION AGENCY FOR ANY REMAINING BALANCE.
- I MUST REMOVE ALL ITEMS FROM MY UNIT WHEN I VACATE. IF I LEAVE UNWANTED ITEMS BEHIND, ALTA STORAGE MAY CHARGE MY CREDIT CARD OR ACCOUNT FOR THE DUMPING AND CLEANING COSTS.
- I AGREE TO HOLD TENANT/CONTENT INSURANCE ON ALL GOODS WITHIN THE STORAGE UNIT.
- I MUST GIVE ALTA STORAGE TWENTY EIGHT (28) DAYS NOTICE IN ADVANCE OF VACATING THE UNIT.
- REGULATIONS, RULES, AND INFORMATION ARE SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OCCUPANT.
- NO SMOKING IN THE UNIT.
- ALTA STORAGE SUGGESTS THE TENANT'S UNIT NOT BE FILLED SO TIGHT THAT AIR CANNOT CIRCULATE AROUND THE GOODS BEING STORED. FAILURE TO COMPLY COULD RESULT IN CONDENSATION PROBLEMS ARISING IN THE UNIT. SHOULD A UNIT BE DEEMED OVERFILLED AND CONDENSATION PROBLEMS OCCUR, ALTA STORAGE SHALL NOT BE HELD RESPONSIBLE.
- THE OCCUPANT IS RESPONSIBLE FOR THE GATE CODE/FOB ISSUED AND WILL NOT MAKE THIS INFORMATION PUBLIC OR SHARE WITH ANY OTHER INDIVIDUAL.
- NO REFUNDS OR PARTIAL REPAYMENT WILL BE GRANTED ON THE UNIT.
- OCCUPANT ACKNOWLEDGES RECEIPT OF A TRUE AND EXACT COPY OF THIS AGREEMENT AND OF THE RULES AND REGULATIONS FOR STORING PERSONAL PROPERTY.
- I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE REVERSE SIDE OF THIS DOCUMENT.

INITIAL READ

INSPECTION: OCCUPANT has been given an opportunity to inspect the Unit, and by placing his/her initials in the margin (adjacent), acknowledges and agrees that the Unit is satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the Unit.

AGREEMENT READ, COPY RECEIVED, AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By signing below, OCCUPANT acknowledges that he/she has read, is familiar with and agrees to (a) all of the terms and conditions of this agreement, and (b) the provisions printed on the reverse side of this agreement, and OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items.

WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above;

OCCUPANT: (if a business, please provide title.) _____

X _____ Date: _____

ALTA STORAGE REPRESENTATIVE

X _____ Date: _____

UNIT NUMBER(S): _____
GATE CODE: _____
DUE DATE: _____
RENTAL RATE: \$ _____ (+tax) PER MONTH (28 days) PER UNIT

A) SERVICE CHARGE SCHEDULE

Late Payment Charge.....\$ 25.00
Returned Cheque Charge.....\$ 25.00
Delinquency Charges.....\$ (TBD at time of delinquency)
Cleaning (labour & materials)\$ (TBD at time of vacating)
Damage to Unit (labor & materials).....\$ (TBD at time of vacating)

B) MOVE-IN COSTS

Month's Rent (per unit).....\$ _____
Accessories.....\$ _____
GST\$ _____
TOTAL MOVE-IN COST..... \$ _____

C) DEPOSIT\$ _____

Month-to-month (28 day cycle)	Annual (12 cycles)

D) THIS IS A MONTHLY LEASE, UNLESS OTHERWISE SPECIFIED ABOVE, FOR STORAGE BEGINNING WHERE THE TERM COMMENCES.

Notes:

1. **UNIT:** OWNER hereby rents to OCCUPANT, and OCCUPANT rents from OWNER, on the terms and conditions herein set forth, the self storage unit(s) described above, herein called "Unit". The Unit shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.
2. **TERM:** The term of the agreement shall commence on the date set forth above. The term shall continue on a twenty eight (28) day cycle unless otherwise specified until OCCUPANT has removed his personal property from the Unit and has **given notice thereof to OWNER at least twenty eight (28) days in advance of vacating date.** OWNER may terminate this agreement with cause, if OCCUPANT breaches any conditions of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing seven (7) days in advance of the termination date. OWNER may terminate this agreement without cause by giving OCCUPANT seven (7) days notice prior to termination date. Notice can either be written or verbal.
3. **RENTAL TERMS:** OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon twenty eight (28) days notice to OCCUPANT, and at the expiration of such twenty eight (28) day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. **The minimum rental term is one month.** All monthly rental payments are for a full twenty eight (28) day period. Subsequent monthly rental payments will be due before the twenty eight (28) day cycle date of the prior month's payment. In addition to the first month's rent, the OCCUPANT shall deposit with the OWNER, equal to the amount shown above in the Move-In Costs. The deposit paid by OCCUPANT to the OWNER shall not be applied as rent, will not accrue interest and the OWNER is not required to segregate such deposit from other funds. The deposit is refundable upon OCCUPANT'S removing his personal property from the Unit, leaving the Unit in a neat and orderly condition with ordinary wear and tear accepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S lock. OCCUPANT will be responsible for additional rent for as long as OCCUPANT'S lock is on the Unit. The deposit will be returned by mail by cheque or refunded to the accounts credit card.
4. **LIABILITY AND INSURANCE:** The OCCUPANT agrees that the OWNER is not a bailee of any property in which the OCCUPANT may place in the storage UNIT. All property in and about the unit is at the risk of the OCCUPANT and the OWNER shall not be responsible for any damage or loss of such property and the OCCUPANT agrees to save the OWNER harmless from any claims of any person for any damage to such property. The OCCUPANT acknowledges that the OWNER provides NO insurance coverage for any of the personal property of the OCCUPANT. The OCCUPANT agrees to carry their own insurance for the contents held within the UNIT. The OWNER shall not be liable, directly or indirectly, for loss of or damage to the property of the OCCUPANT, whether such loss is attributable to the negligent acts or omissions of the OWNER or its agents and no matter what the cause of such loss or damage, including fire, explosion, water, wind, theft, loss of heat, excessive heat, or any other cause whatsoever.
5. **STATEMENTS, NOTICES AND SERVICE CHARGES:** It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. There is a service charge for each dishonored cheque(s) as stated in the service charge schedule above. Additional service charges may apply if the OCCUPANT fails to provide required notice of intent to vacate, fails to leave the Unit in broom clean condition or it the OCCUPANT damages the Unit. The amount of such service charge(s) is/are due without prior notice as additional rent. Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent. Any rent that remains unpaid, shall bear an administrative charge of fifty (50) dollars per unit per cycle.
6. **LATE FEE:** The OCCUPANT agrees to pay a late payment fee for rent received more than five (5) days following the due date. The grace period includes the due date. Any past due rent payments or late payment fees paid must be made in cash, credit card or money order. LATE FEES are automatically assessed and are indicated in the schedule above, and are due as additional rent without notice. There is a twenty-five (25) dollar charge for all NSF cheques.
7. **DAMAGES OR LOSS OR EXPENSE:** If the OWNER suffers or incurs any damage to the UNIT, any other damages, loss or expense or is obliged to make payment for which the OCCUPANT is liable hereunder by reason of the failure of the OCCUPANT to observe and comply with any of the terms of this lease including reasonable solicitor fees where it shall be necessary for the OWNER to obtain the services of a solicitor for the purposes of collecting rent in arrears or enforcing the performance of any of the terms of this agreement then the OWNER shall have the right to add the costs or amount of any such damaged, loss, expense or payment to the rental, any such amount shall immediately become due and payable. It is agreed that the OCCUPANT does authorize the OWNER to process such payments using the credit card number on file for remuneration of damages.
8. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains in the OCCUPANT'S Unit after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as its personal property or disposed of in such manner as OWNER may see fit. The OWNER may also deem, at OWNER'S sole discretion, the contents abandoned if the OCCUPANT removes the lock from the rented Unit. By contract, the OCCUPANT is required to maintain a lock on the rented Unit at all times. If said abandoned personal property or any part thereof is sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent payable hereunder and any damages to which OWNER may be entitled. If the OWNER deems the personal property to have no saleable value, the OWNER may dispose of the personal property at OCCUPANT'S expense.
9. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representative of any authorized government authority, including police and fire officials, access to the rented Unit upon (3) days advanced written notice to the OCCUPANT. In the event of any emergency, OWNER, OWNER'S agents or representative of any authorized governmental authority shall have the right to enter the rental Unit to take action as necessary or appropriate to protect the rented Unit, to comply with applicable law or to enforce the OWNER'S rights. **OWNER shall promptly notify OCCUPANT by certified mail, either before or after entry, so that OCCUPANT can inspect and provide a new lock to secure the rented Unit.**
10. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the units and OCCUPANT hereby acknowledges as provided in article 8 on the reverse side, the OCCUPANT has inspected the Unit and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the rented Unit or of any personal property stored therein. 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. No Representative of OWNER is authorized to make and representations or warranties except as expressly set forth herein.
11. **UNIT SIZE:** OCCUPANT understands that advertised unit sizes are approximate and for comparison purposes only. The rented unit may be smaller or larger than advertised. The Unit is not rented by the square-foot, and rent is not based on square-foot measurements.
12. **LIEN ON CONTENTS:** The OCCUPANT grants the owner a lien upon all personal property located at this self-service storage facility for rent, labor, late payment fees, or other charges present or future, incurred pursuant to this rental agreement and for expenses necessary for the preservation, sale, or other disposition of personal property in accordance with the provisions of this agreement and the laws of Alberta. The OCCUPANT'S property will be subject to a claim of lien and may even be sold to satisfy the lien if the rent and or other charges due remain unpaid for fourteen (14) consecutive days as authorized herein.
13. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT; RISK OF LOSS:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or personal property of any kind whatsoever and to whomever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the Unit during the term of this agreement or any extension hereof, except injuries caused by affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost for damage occasioned by it or its agent shall be limited to the sum of \$500.00. **OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering full insurance value of all stored personal property in the Unit. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored personal property. Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance.** OCCUPANT agrees to bear all risks in connection with any possible breakage or damage to the contents of the Unit and agrees to store, package and protect all personal property placed in the Unit in such a way as to eliminate the possibility of damage to such personal property.
14. **RELEASE OF LIABILITY:** OWNER shall not be liable whatsoever to OCCUPANT or OCCUPANT'S invitees, family, employees, agents or servants for any personal injury or property damage or loss and the OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property from theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, rising water, flooding, tornadoes, explosions, earthquakes, wind damage, dust, termites and other insects, acts of God, or other casualty during loading or storage.
15. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damage or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S use of the Unit or from any activity or work performed or suffered by OCCUPANT while in the Unit.
16. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
17. **COMPLIANCE WITH LAW:** OCCUPANT shall not store in the Unit any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance or hazard.
18. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the Unit. The Unit shall be used for approved storage purpose only, including, but not limited to, the storage of merchandise, household goods, furniture, materials, supplies, equipment and other personal property owner by OCCUPANT, and for no other use. The OCCUPANT agrees to comply with the rules and regulation of the OWNER, and further agrees that the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification. Moving of the container without permission of the OWNER is prohibited.
19. **STORAGE OF FORBIDDEN AND HAZARDOUS OR POTENTIALLY HAZARDOUS PERSONAL PROPERTY:** OCCUPANT shall not use the Unit for any business use or purpose in any many deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, corrosive, toxic, pollutants, explosive or other inherently dangerous materials is prohibited. Storage of Food Stuffs, chemicals, illegal or stolen goods, wet oily piled rags or any other items that cause an inconvenience to other tenants. OCCUPANT shall take good care of the Unit, whether to the interior or exterior of the Unit, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible. If hazardous substances are stored, used, generated, or disposed of on or in the Unit, or at OWNER'S location, or if the Unit or OWNER'S location becomes contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fine, judgments, penalties, costs, liabilities, or losses and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by OCCUPANT. Without limitation of foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the Unit at the OWNER'S location and that results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the Unit and the OWNER'S location to the condition existing prior to the presence of such hazardous substances.
20. **LOCKS:** At all times during the occupancy of the rented Unit, the OCCUPANT will provide, at OCCUPANT'S own expense, lock for the Unit that OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the Unit. OWNER has the right, as he deems necessary, or at the request of any government authority, to remove such lock by cutting or any other means. In the event any government agency or authority should demand that OCCUPANT'S Unit be opened for any reason, OCCUPANT will be properly notified. If OWNER or any authorized governmental agency removes OCCUPANT'S lock, the OWNER may elect to secure the OCCUPANT'S Unit with OWNER'S overlock until the OCCUPANT can inspect the Unit and provide a new lock to secure the stored personal property. The OWNER or any authorized governmental agency shall not be held liable for the replacement of any lock that is damaged by forced entry. When the OCCUPANT'S lock is removed by OWNER or any authorized governmental agency, and OWNER'S overlock remains on the Unit, said action does not constitute Bailment in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new lock to secure the Unit and the personal property stored therein.
21. **UNIT SIZE:** OCCUPANT understands that advertised unit sizes are approximate and for comparison purposes only. The rented unit may be smaller or larger than advertised.
22. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the Unit or any portion thereof. Any attempt to assign or sublease shall be void without owner consent.
23. **COVENANT OR CONDITION 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.
24. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the Unit for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorney's fees, costs and expenses. In the event of default OCCUPANT agrees the OWNER has the right to provide a third party collections agency the OCCUPANT'S contact information and identity to collect rent and/or other charges incurred by the OWNER under this agreement. The OCCUPANT will also be responsible to pay any costs incurred by the third party collection agency to collect any balance.
25. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
26. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
27. **CONSTRUCTION:** This agreement has been reviewed and negotiated and its terms and provisions explained to OCCUPANT. This agreement shall not be construed for or against any party.
28. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this storage agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
29. **NOTICES:** OCCUPANT: agrees to give prompt written notice to OWNER of any change in OCCUPANT'S address and any change in the liens and secured interests on OCCUPANT'S personal property within the Unit. Said written notice to the OWNER shall be, a) personally delivered to OWNER'S representative at OWNER'S office, b) by mailing the notice by certified mail, return receipt requested, with postage prepaid to the OWNER to the mailing address on the reverse side, or c) by mailing the notice first-class mail to the mailing address on the reverse side. If notification option "c" is chosen, then it is OCCUPANT'S duty to confirm receipt of notice with the OWNER, and verify that all applicable records have been updated.