

460 Hollis Road, PO Box 1341, Ashcroft, BC V0K 1A0
Tel: 778-674-1399 / 250-457-7254

Email: cactuscountrystorage@gmail.com
Website: cactuscountrystorageinc.ca

Name of Customer(s): _____

Address: _____
Street # and Name PO Box #

_____ City Prov Postal Code

Home Phone: _____ Cell: _____ Email: _____

Emergency Contact Name _____ Phone _____

To be completed by CCSi:

Identification: Type _____ ID #: _____ * Photocopy of ID is required

Unit # _____ Size: ☐ 5'x10' ☐ 6'x10' ☐ 8'x13' ☐ 10'x20' ☐ Seacan 20' High Cube

Payment options: ☐ Monthly ☐ Prepayment – ☐ 6 months (5% discount) ☐ 1 year (10% discount)

Monthly \$ _____ GST included starting _____

First month rent ☐ prorated \$ _____ GST included prorated from _____

Prepayment \$ _____ GST included – From _____ to _____

Damage Deposit \$ _____ (50% of monthly rent payable on the first month)

Lock \$ _____ available for \$15.00 (small) or \$20.00 (big) ☐ Provide own lock

First month total charges \$ _____

Method of payment: ☐ Cash ☐ eTransfer ☐ Debit ☐ Credit card – (fill out page 3) for monthly payment

RENTAL TERMS & CONDITIONS

1. RENTAL OF SPACE

Cactus Country Storage Inc. (the "Company") hereby agrees to rent to the Customer the space (referred to as the "Unit") specified above in the storage facility located at 460 Hollis Road, Ashcroft, BC (the "Premises").

The Customer has inspected the Unit and accepted it in its present condition and shall not make any alterations to the Unit without the consent of the Company.

2. RENTAL PERIOD

The rental period is defined as one calendar month. Rent will be prorated at the beginning of the tenancy only. Cactus Country Storage Inc. does not prorate on premature vacating of space.

3. TERMINATION

The company and the Customer shall each have the right to terminate this rental agreement for any reason giving one month's notice (30 days). Notice must be served on or before the first of the month for termination at the end of the month. If the Customer fails to vacate the Unit or remove their lock by the last day of the month, this Rental Agreement shall automatically renew for an additional period of one (1) month.

At the expiration of the term of this Agreement, the Customer shall give up peaceable possession of the Unit and premises to the

Company, in the same condition as at the start of the Rental period.

4. PAYMENT, DUE DATES, CHARGES AND FEES

- a) The Company accepts monthly payment by cash, post-dated cheques, debit, e-transfer or credit card. A processing fee will be charged for returned cheques or NSF cheques of **\$35.00**.
- b) Rent is due on the first of each month until termination of the Rental Agreement by the Customer and/or by the Company. A late fee of **\$25.00** will be charge if rent is not received in seven (7) days after the due date.
- c) If Rent and any late fees, as applicable, are not paid within ten (10) days after the due date, the Company may, at its option, declare the Customer to be in default of this Agreement. No notice of default need be given to the Customer.
- d) The Company will not send out monthly rental accounts unless requested in writing.

5. STORAGE

The unit shall only be used for unheated storage. The Customer shall not introduce any heating into the unit. The Customer shall not use or permit the unit to be used for the storage of flammable substances, fertilizers, explosives, animals, contraband, or any other hazardous materials or substances or other materials which may constitute a nuisance, hazard, or danger to the Company, the Company, the premises and/or other Customers, or are otherwise prohibited by the laws of Canada and British Columbia.

The Customer shall not affix any shelving or other articles to the walls, ceiling or door of the Unit and shall keep the Unit locked at all times, except when present.

6. INDEMNIFICATION OF THE COMPANY:

- a) The Customer shall have no claim against the Company and the Company shall have no liability for any loss or damage to the contents of the Customer's personal property resulting from fire, water, explosion, vandalism, theft, or any other cause whatsoever, regardless of whether such loss or damage may be caused by or contributed to by the negligence of the Company, it's agent or employees, and the Customer hereby releases the Company from any claims or responsibility whatsoever in respect thereto.
- b) The Company shall have no liability for any injury to Customers, invitees or others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Customer. Customer shall indemnify and hold the Company harmless from any claims of any third persons arising in any manner whatsoever out of the Customer's use of the Space.
- c) The Company shall not owe a duty of care as an occupier, pursuant to the Occupiers Liability Act, to the Customer or their invitees, to ensure the property is reasonably safe for use.

7. DEFAULT

If the Customer defaults in the payment of rent or in the performance of any of its obligations under this rental agreement, the Company may deny Customer access by over locking the Unit. The Company may, at its option, enter the Unit to determine abandonment. The Company also has all rights, duties, and remedies in accordance with the Warehouseman's Lien Act of BC.

An administrative charge of \$50.00 will be charged to the Customer in the Event it becomes necessary to cut the lock on the Unit to enforce the Company's rights.

In the event the Company is required to obtain the service of a third party to enforce the provisions of this Agreement or its rights hereunder, the Customer agrees to pay in addition to any amounts owed, an additional amount for the fees and/or costs incurred for the services of the third party.

8. DAMAGE DEPOSIT

Upon signing his rental agreement, the Customer shall pay a damage deposit equivalent to half a month's rent. This deposit shall be returned to the Customer within fifteen (15) days after the unit is vacated provided that the unit is left in undamaged and clean condition. The Company may retain any amount necessary for compensation for rent arrears, cleaning, and damage cost.

9. RULES OF ACCESS TO AND USE OF SPACE

Gate access is from 6:00am to 10:00pm daily. Any access outside of these hours will be considered trespassing.

Small children should be supervised closely. Pets must be kept on a leash at all times and Customers must pick up after their pets.

The Company shall have the rights to enter the Unit in the event of an emergency, and may, at its discretion, limit or deny access to the Property in case of emergency.

I UNDERSTAND AND AGREE TO ADHERE TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT PRESENTED TO ME.

Customer Signature _____ Date _____

Cactus Country Storage Inc. _____ Date _____

CREDIT CARD PAYMENT AUTHORIZATION:

☐ Visa ☐ Mastercard

Name on Credit Card: _____

Credit Card No: _____ Expiry Date: _____

3-digit security No. _____

By signing the Rental Agreement, the Customer agrees and permits Cactus Country Storage Inc. to charge his/her CREDIT CARD AUTOMATICALLY whenever the RENT and/or FEES becomes due unless this Agreement is terminated.
