



Cactus Country
Storage Inc

OUTDOOR PARKING/STORAGE RENTAL AGREEMENT

460 Hollis Road, PO Box 1341, Ashcroft, BC V0K 1A0

Tel: 778-674-1399 / 250-457-7254 Email: cactuscountrystorage@gmail.com

Name of Customer(s): _____

Address: _____
Street # and Name PO Box #

City Prov Postal Code Home Phone: _____

Cell: _____ Email: _____

Emergency Contact Name _____ Phone _____

☐ RV ☐ Car ☐ Truck ☐ Boat ☐ Other _____ Overall length: _____

License plate or VIN#: _____ Description: _____

To be completed by CCSi:

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

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

Monthly \$ _____ GST included

First Month fee ☐ prorated \$ _____ GST included starting _____

Prepayment \$ _____ GST included From _____ to _____

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 Customer the space (referred to as "Stall") specified above in the storage facility located at 460 Hollis Road, Ashcroft, BC (the "Premises").

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 that month. If the Customer fails to vacate the Premises 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 Stall 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, 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 Rent Agreement by the Customer and/or by the Company. 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 to be given to the Customer.

d) The Company will not send out monthly rental accounts unless requested in writing.

5. VEHICLE STORAGE

All vehicles must be in running condition and Customer must be able to drive the length of the property un-assisted. The Company reserves the right to move your Vehicle to another parking stall for maintenance or repair purposes or for any other reason.

6. INSURANCE

Customers are responsible for maintaining a valid insurance on their vehicles as they are not covered under the Cactus Country Storage Inc. insurance umbrella. If you are unsure whether your vehicles are adequately covered, please contact your insurance broker.

7. USE, MAINTENANCE AND REPAIR:

- (a) Customer is permitted access to the Space solely for the purposes of deposit, storage and removal of the Vehicle, or to retrieve articles from or place articles in the Vehicle.
- (b) The Customer shall not use the Space for any unlawful purpose
- (c) The Customer shall be responsible for the repair and reclamation of the Space to Company's satisfaction, including the clean up of oil or other fluid spills caused by the Customer or which results from the parking, storage or removal of the Vehicle in/from the Space,
- (d) The Customer shall not: (i) Smoke within the Premises; (ii) Erect any signs, notice or advertising material on any part of the Premises; or (iii) Conduct any repairs, mechanical or other related work on the Premises without the written consent of the Company.

8. 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, its 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.

9. 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 gate access. The Company also has all rights, duties and remedies in accordance with the Warehouseman's Lien Act of BC.

In the event the Company is required to obtain the services 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.

10. VEHICLE PARKING REGULATIONS

- a) Customer is NOT allowed to discharge the clean, grey or black water storage tanks onto the Company's property. Violators will be charged a \$150.00 environmental cleanup fee. Black and grey water valves must be closed securely to avoid leaking or odors.
- b) Customer is NOT allowed to use plywood or any other hard material for wheel covers. Strong winds in this area could pick up the wheel covers and damage other vehicles.
- c) Customer is NOT allowed to discharge propane Tanks on the premises.
- d) Customer is NOT allowed to have the contents of the RV (firewood, barbeque and other paraphernalia) stored outside the unit.
- e) Tarps must be tightly secured so that they don't flap in the wind.
- f) Awnings and steps / stairs must be retracted and tightly secured.

11. RULES OF ACCESS TO AND USE OF SPACE

Gate access is from 6:00am to 10:00pm daily. Any access outside of these times 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.

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.