

Kenwood Storage

16 Edward St. South, Suite 101
Arnprior, ON, K7S 3W4
www.kenwoodcorp.ca

Tel: 613-623-1988
Fax: 613-623-1989

SELF-STORAGE AGREEMENT

Self-Storage Agreement between the Owner, the Kenwood Corporate Centre Inc. operating as Kenwood Storage and the Occupant named below:

Occupant:

Name: _____ Street: _____

City: _____ Prov: _____ Postal: _____

Tel: _____ Cell: _____ Work: _____

Email address: _____

New Address: _____

Secondary Contact (Not residing at the same address):

Name: _____ Street: _____

City: _____ Prov: _____ Postal: _____

Tel: _____ Cell: _____ Work: _____

Email address: _____

Additional Persons Authorized for Access to Kenwood Storage:

Name: _____ Relationship to Renter: _____

Occupy Date: _____ Door Code: _____

The Occupant agrees to occupy Storage Unit _____ of approximately _____ sq. ft. located on the _____ level for the amount of \$ _____ per month plus applicable taxes, total \$ _____.

A _____ is applied if the account is paid when due. Any incentives or discounts are lost when any payment is not made by the due date. _____ **Initials:** _____

The Occupant authorizes Kenwood Storage to receive deliveries on their behalf and place them in the assigned storage space for a fee of \$ _____ **Initials:** _____

Have you rented a storage unit before? _____ Have you rented at Kenwood Storage? _____

How did you hear about us?

_____ Advertisement _____ Telemarketer _____ Internet Search _____ Word of Mouth
_____ Yellow Pages _____ Driving by Site _____ Phone Book _____ Website
_____ Newspaper _____ Other _____

Terms: The minimum rental period is one month. The terms of this agreement automatically renew each month. **Payment of storage is due in advance, on the first of every month or move in anniversary date.** Terms beginning mid month will be pro-rated. Prices for storage units are subject to change without notice in a month to month lease. No credit or refunds are given for partial month rental or vacating the space early. Storage unit sizes are approximate.

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Fees: A charge of 2% per month is applied on overdue accounts. There is a \$40.00 charge for NSF cheques.

Use of Space: Storage units are for the dormant storage of items belonging to the Occupant only and not to be used to operate a business, as a workroom or as a place to live, for cooking or to store animals. Storage of human or animal remains, food, firearms, ammunition, explosives, hazardous and caustic substances, and flammable liquids such as gasoline and compressed gas containers such as propane tanks is prohibited. Storage of goods in the halls is prohibited and the occupant will be charged for the use of the space and /or for its removal and disposal. The occupant shall keep the storage space in good repair and when vacated, shall return the space to the same state of repair and cleanliness as first rented. The Occupant shall not make any alterations, attach any items to the walls, door, ceiling or floor nor erect any signage, antennae or any apparatus outside the space.

Access: Kenwood Storage reserves the right to change hours of access with 15 days written notice. The occupant is responsible for providing a lock for their storage unit and locking their unit. Kenwood Storage may lock the storage unit if we discover the unit is unlocked. The Occupant shall permit entrance to the storage unit in the event of: an emergency, an order by a government agency, building maintenance, and repair or in the event of a sale or disposal of goods due to an Act of Default. The Occupant shall not permit access to the storage facility or storage unit by anyone except the Occupant or his authorized agents listed above.

Value limitation: The Occupant agrees to store no more than \$5, 000.00 worth of goods and agrees to waive any emotional and sentimental value associated with any goods stored.

Default and Remedy: An Act of Default has occurred when: (a) the Occupant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not; the Occupant has breached his covenants or failed to perform any of his obligations under this agreement; the Occupant has failed to correct a default as required by notice of Kenwood Storage; the Occupant has; died, become bankrupt or insolvent or made an assignment for the benefit of Creditors; had his property seized or attached in satisfaction of a judgment; had a receiver appointed; taken action, with a view to winding up, dissolution or liquidation.

(b) The storage unit; has become vacant or remains unoccupied for a period of 30 consecutive days; are used by any other person or persons, or for any other purpose than as provided for in this Agreement. When an Act of Default on the part of the Occupant has occurred, Kenwood Storage shall have the right to terminate this Agreement to re-enter the storage unit and deal with them as he may choose. If, because an Act of Default has occurred, Kenwood Storage exercises his right to terminate this Agreement and re-enter the storage unit prior to the end of the Term, the Occupant shall nevertheless be liable for payment of the Rent and all other amounts payable by the Occupant in accordance with the provisions of this Agreement. The Occupant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Occupant during the term of this Agreement shall not be exempt from levy by distress for Rent in arrears. The Occupant waives the benefit of any such legislative provisions which might otherwise be available to the Occupant in the absence of this agreement; and the Occupant agrees that Kenwood Storage may plead this covenant as an estoppel against the Occupant if an action is brought to test Kenwood Storage's right to levy distress against the Occupants property. If, when an Act of Default has occurred, Kenwood Storage chooses not to terminate the Agreement and re -enter the storage unit, Kenwood Storage shall have the right to take any and all necessary steps to rectify, and or all Acts of Default of the Occupant and to charge the costs of such rectification to the Occupant to recover the costs as Rent.

Termination of Agreement: Either party can terminate the agreement with 15 days' notice. In the event of termination for any reason or upon expiration, the Occupant agrees to remove the contents of the storage space and from the area. If the occupant fails to do so, Kenwood Storage may remove the lock from the storage space and may after 60 days' notice, sell or dispose of some or all of the contents as Kenwood Storage deems reasonable. Net proceeds, if any, will be applied to the outstanding rent, charges or expenses and Kenwood Storage shall remit the balance, if any, to the Occupant.

If the Occupant is in breach of any of the terms of the agreement, **notice of intention to dispose** of the goods may be sent after **30 days**, tenant lock may be removed after **45 days** and a lien fee of **\$150.00** will be applied to the occupants' account. After **60 days** of non-payment, the goods may be sold at public auction or disposed of in accordance of applicable law and a **\$250.00** disposal fee and disposal costs will be applied to the renters account.

If Kenwood Storage gives the Occupant a Notice of Breach on any of his covenants other than the covenant to pay rent or other proper service charges and the renter has not remediated the breach within 10 days or if the breach is repeated, Kenwood Storage may terminate this rental agreement immediately and without notice.

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Insurance: Insurance is the sole responsibility of the occupant and Kenwood Storage does not provide or have insurance coverage for the contents stored by the occupant. The occupant covenants to keep Kenwood Storage indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the storage unit or any part thereof. And the Occupant further covenants to indemnify Kenwood Storage and the Kenwood Corporate Centre Inc. with respect to any encumbrance on or damage to the storage unit occasioned by or arising from the act, default, or negligence of the Occupant, his officers, agents, servants, employees, contractors, invitees or licensees and the Occupant agrees that the foregoing indemnity shall survive the termination of this Agreement notwithstanding any provisions of this Agreement to the contrary.

Warranty: The Occupant warrants that the information provided is true and accurate.

Notice: Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given by mail, phone or through electronic means using the information provided by the Occupant and Kenwood Storage. Notices sent by registered mail shall be deemed to be delivered 10 calendar days after mailing. The above contact information may be changed at any time by giving fifteen (15) days written notice.

Assignment: The Occupant shall not assign this agreement or sublet the whole or any part of the storage unit.

Security System: Kenwood Storage will provide the Occupant with a pass code for access to storage. Kenwood Storage is responsible for the security system, but from time to time it may be out of order while undergoing repair, maintenance or improvement.

Unless the context otherwise requires, the word "Occupant" or "Kenwood Storage" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Occupant or Kenwood Storage respectively. When there are two or more Occupants bound by the same covenants herein contained, their obligations shall be joint and several. Kenwood Storage shall have the right to make additional and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Occupant, agents, servants, contractors or invitees.

Privacy: The Occupants' personal information will be used to verify their identity, to make them aware of new and additional products and services, to contact them, and to comply with any laws. Kenwood Storage may disclose the Occupants' personal information to third parties, such as credit reporting agencies, to verify the Occupants information and determine their credit worthiness, or to the secondary contact or collection agencies to monitor, service and collect amounts owed by the Occupant to Kenwood Storage. The Occupant may withdraw consent to use their information at any time upon reasonable notice, subject to legal or contractual obligations. Withdrawing consent may affect Kenwood Storage's ability to provide the Occupant with the products and services that the Occupants has or would like to receive. Kenwood Storage's Privacy Statement is available upon request.

_____ YES, please keep me informed about new & additional services from Kenwood Storage.
You can withdraw your consent at any time by contacting us.

In Witness of the foregoing covenants the Kenwood Storage and the Occupant have executed this Lease.

Date: _____

Occupant

per Kenwood Storage