

# Nanton RV and Boat Storage Ltd.

Box 338 Nanton, Alberta T0L 1R0 Phone: 403-336-2534

## PERSONAL INFORMATION OF THE TENANT

Name: \_\_\_\_\_ (the "Tenant")

Mailing Address: \_\_\_\_\_

Physical Location of Residence (if different than above): \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home Ph: \_\_\_\_\_ Cell Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_

Email: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

## VEHICLE OR UNIT INFORMATION BEING STORED

Unit Type: \_\_\_\_\_ Make/Model/Length: \_\_\_\_\_

Serial Number: \_\_\_\_\_ Plate Number: \_\_\_\_\_

## TERMS AND RATES

Rental Term: \_\_\_\_ Monthly Rate: \$ \_\_\_\_\_ + GST Term Begins: \_\_\_\_\_ Term Ends: \_\_\_\_\_

OR

\_\_\_\_ Annual Rate: \$ \_\_\_\_\_ + GST Term Begins: \_\_\_\_\_ Term Ends: \_\_\_\_\_

Stall Number or Location: \_\_\_\_\_

Please read this entire Agreement and regulations prior to signing

1. Rental Property: Nanton RV and Storage (the landlord) hereby rents to the Tenant the use of the stall(s) set forth above at NE 8-16-28W4 (the premises) on a monthly or annual basis on the terms and conditions as herein stated.
2. Rent: (a) all rental are to be paid in advance; on the first day of the month for monthly terms and on or prior to the commencement of an annual term (b) rental are calculated on the basis of calendar month, commencing on the effective date of the Agreement; the first rental to be paid on or before the effective date of this Agreement. No refunds will be made in the case of the Tenant vacating the Stall prior to the end of the Agreement. The Landlord reserves the right, at its discretion, to accept payment only in cash or certified cheque.
3. The Landlord, at its sole discretion, has the right to refuse to renew the Tenants Rental Agreement.
4. Tenant Privileges: While the Agreement is in force and provided the Tenant is not in breach of any terms of this Agreement: (a) may use the stall for storage of the vehicle identified above of which the tenant shall be in lawful possession: and (b) shall have access to the Stall during the Landlords normal access hours, which will be posted on the Premises. On default of payment of rent the Landlord shall be entitled (c) to detain the vehicle stored therein until paid in full and for all its lawful charges: (d) to all other remedies provided by law.

5. Rent: Upon default of payment of rent for the storage of the vehicle, the Tenant shall be liable for rent as set out herein and including the date on which all rent and arrears and lawful charges of the Landlords are paid in full (at which time the Tenant shall remove said vehicle), or said Tenant shall be liable for rent and arrears and lawful charges of the Landlord's to and including the date of removal by the Landlord and storage of said vehicle, as the case may be; but in the latter case the Tenant shall thereafter be liable for all the Landlord's lawful charges including a reasonable cost for storage which shall be not less than the amount of monthly rent required hereunder. In the event that the Landlord removes and stores said vehicle, it shall be entitled to re-rent the Stall as it sees fit without incurring any liability to the Tenant therefore whether at the time a higher or lower rent. When the tenant is in default, landlord (if willing to continue pursuant to this Agreement) will require tenant to make payment of outstanding monthly charges by cash or certified cheque.
6. Use, Maintenance and Repair: (a) Tenant is not to use the Stall in a manner that constitutes waste, nuisance or unreasonable annoyance to Landlord or other tenants; (b) the Stall shall be used only for the vehicle owned by the Tenant
7. The Tenant Shall Not: (a) make any improvements or install any fixtures on the Stall (b) erect any signs, notice, lettering or advertising material on any part of the space (c) conduct any repairs, fabrication and assembly mechanical or other related work in the Stall or on the premises
8. Non-Liability of Landlord and Insurance Obligation of Tenant: (a) Landlord shall have no obligation to carry insurance on Tenant property stored in the Stall (b) Tenant must obtain any insurance desired at its own expense (c) Tenant shall have no claim against the Landlord and the Landlord shall have no liability for any loss or damage to the Tenants property resulting from fire, water, explosion, vandalism, theft, vermin or any other cause whatsoever, regardless of whether such damage may have been caused by or contributed to by the negligence of the Landlord, its agents or employees and any other Tenant: (d) Landlord shall have no liability to Tenant for any injury to Tenant or to others caused by any conditions existing near or about the Stall or the premises or resulting from the activities of the Tenant. Tenant shall hold the Landlord harmless from any claims of any third person arising in any manner out of the Tenants use of the Stall
9. Indemnification of the Landlord: The Tenant agrees to indemnify and hold harmless the Landlord and any other holder of any mortgage on the Premises for any loss, damage, expenses or claim by any person or persons arising from any action or thing whatsoever done in in the Stall or on the Premises by the Tenant, its agent or employees at any time during the term of the Agreement.
10. Assignments: The interest of the Tenant in this Rental Agreement may not be sublet, assigned or otherwise transferred in whole or in any part by the Tenant, or by operation of law without the prior written approval by the Landlord. The approval by the Landlord to any assignment, subletting or other transfer shall not be deemed an approval of any assignment, subletting or other transfer.
11. Conditions of Stall and Premises: The Tenant is fully familiar with the physical condition of the Stall. The Landlord has made no representations or warranties, expressed or implied, of any nature whatsoever in connection with the condition of the Stall, and the Landlord shall not be liable for any latent or patent defects therein.
12. Notice: Notices to be given under this Rental Agreement shall be in writing and served personally or by mail, postage prepaid, to the last address provided by the Tenant. Notices shall be deemed to be delivered, whether actually received or not, when deposited in the Canadian Mail. It shall be the responsibility of the Tenant to keep the Landlord informed of any address change.
13. Holdover: If this rental Agreement is for a stated term and the Tenant holds over, the Tenant shall become a Tenant on a month-to month basis at a rental equal to the current advertised rent and shall be subject to all terms of this Rental Agreement except for provision for term.
14. Change of Terms: All terms of this Agreement, rental fees and conditions of occupancy are subject to change upon one (1) month prior written notice to the Tenant by regular mail, email or fax. If changed, the Tenant may terminate this Agreement of the effect date of the change. If the Tenant does not elect to terminate this Agreement, the change shall become effective and apply to the Agreement.

15. Non-Compliance with Rental Agreement: If the Tenant should fail to comply with any of the provisions of this Agreement within ten (10) days following notice from the Landlord specifying the failure and demand compliance, then the Landlord, upon giving notice, may terminate this Agreement. Such Termination shall not relieve the Tenant of the obligation to pay rent or other charges owing under this Agreement.
16. Miscellaneous: (a) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law; (b) time is of the essence of this Agreement (c) the captions of this Agreement are for convenience only and shall in no way effect the construction of the terms of this Agreement; (d) This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.
17. The Stall shall only be used for the storage of a single vehicle (in good condition with no leaks) as identified above. Derelict or non-operational vehicles may not be stored. The Tenant shall not store any dangerous goods within the vehicle or upon the Stall.
18. Tenant shall give Landlord a minimum of fourteen (14) days of notice prior to vacating
19. Tenant must advise the Landlord when Tenants Stall has been fully vacated
20. Special Provisions: \_\_\_\_\_
21. **Use this section to set out the regulations regarding the key TO BE DETERMINED**
22. Maximum speed limit in the compound is 10 kms/hr. Please obey all traffic signs
23. Park so as not to block access ways where practicable
24. No invoices or statements will be sent. If you need a receipt, please send a stamped self-addressed envelope
25. Cheques and money orders shall be made payable to Nanton RV Storage and Boat Storage Ltd.
26. Extra charges will be assessed for: a) Late fee for every month in arrears on accounts not paid within 7 days of due date plus 2% interest per month on the total outstanding account balance b) processing fee of \$50.00 for returned cheques or NSF cheques c) Cleanout fee of \$150.00 if the stall is left in an unclean condition d) Termination Fee if the Tenant fails to give notice to vacate at least seven (7) days in advance of vacating the Stall. The termination Fee is 25% of the monthly rental fee e) \$25.00 deposit on keys and other access cards or fobs, to be refunded upon the termination of the agreement and with the return of all undamaged access systems. These items may be deposited in the container provided within the storage lot or delivered to the Landlord, whereupon the deposit will be refunded.
27. Regulations, prices, rules and information are subject to change upon one (1) month prior written notice to Tenants. (Rental Agreement line item 14 applies)
28. Prior to vacating, all outstanding rental and if applicable, extra charges, must be paid fully by cash, money order or certified cheque
29. Business Hours: Available via phone message Monday-Friday 8am-5pm. **PLEASE CONFIRM**
30. Winter Access: The Landlord requires two (2) weeks' notice if snow removal is required to facilitate moving of a stored recreational vehicle. Access will be limited to one move out when snow removal is required to facilitate the moving of a vehicle. Snow removal charges will apply.
31. Spring Access: Access may be limited or denied when wet conditions exist
32. Hours of Access for Tenants in possession of access keys: Summer Hours: 6AM-10 PM 7 days a Week Winter Hours: 9AM-5PM 7 days a week
33. The Landlord reserves the right to change the access hours as set out in 29, 31 and 32 without notice to the Tenant. Hours may be limited due to safety (ie daylight hours). Please contact the Landlord to confirm access hours
34. Poison may be used for rodent control. Pets must be kept on a leash at all times and small children should be supervised closely.
35. You are not permitted to: a) discharge the clean, grey or black water storage tanks onto the Landlords property. Violators will be charged a \$150.00 environmental clean-up fee b) use plywood or any other material for wheel

covers. Strong winds in this area could pick up the wheel covers and damage other RVs c) discharge propane tanks on the premises d) have the contents of the RV (firewood, barbeque and other paraphernalia) stored outside the unit

36. Tarps must be tightly secured so that they don't flap in the wind. Awnings and steps/stairs must be retracted and tightly secured.
37. When accessing the facility, access gates must be immediately locked and secured prior to gaining access to your unit. Do not allow other traffic to follow you into the storage area.
38. Please keep your vehicle in the center of the Stall. Back in stalls must have RV in a backed in position. Drive through stalls must have RV forward in a forward position.

**THE LANDLORD SHALL HAVE NO OBLIGATION TO CARRY INSURANCE ON THE TENANT'S PROPERTY STORED IN THE STALL.**

**TENANT IS TO NOTIFY THE LANDLORD OF ANY ADDRESS CHANGE**

**PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING**

This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date hereto.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nanton RV and Boat Storage Ltd.

Per:

\_\_\_\_\_

Manager

Date: \_\_\_\_\_