

Nanton RV and Boat Storage Ltd.

161072 Range Road 284
Box 1618, Nanton, AB T0L 1R0
nantonrvandboatstorage@gmail.com
(403) 336-2534



RV STORAGE LOT- RENTAL AGREEMENT

PERSONAL INFORMATION OF THE "TENANT "

Name: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Cell Ph #: _____ Driver's License #: _____
Email Address: _____
Emergency Contact: _____ Ph#: _____
How did you hear about us? _____ Google Facebook Friend Drove By Repeat

UNIT(s) INFORMATION:

Unit #1 Make/Model: _____ **Length:** _____

VIN Number: _____ Plate #: _____

Unit #2 Make/ Model: _____ **Length:** _____

VIN Number: _____ Plate #: _____

TERMS AND RATES:

Rental Term #1: _____ Month Rate: \$ _____ Term Begins: _____ Term Ends: _____

Rental Term #1: _____ Month Rate: \$ _____ Term Begins: _____ Term Ends: _____

Total Money Received: \$ _____ Cash e-transfer

Stall Number or Location: _____ Combination to the gate lock: _____

PLEASE NOTIFY LANDLORD WHEN YOU PERMANENTLY REMOVE YOUR UNIT!

Please read this entire Agreement and regulations prior to signing.

This Agreement is made between Nanton RV and Storage (the Landlord) and the individual named in the Rental Agreement Summary (the Tenant) for the rental of an RV/Boat storage stall(s) (the Stall) located at **161072 Range Rd 284, Nanton, AB T0L 1R0** (the Premises).

1. **RENT:**

- All rent is due in ADVANCE; on the commencement date of the Agreement and payable on the same date every Month of the Agreement for monthly terms and on the commencement date of a 6 Month or an Annual term.
- Rental charges are calculated based on each calendar month, beginning with the start date outlined in the Agreement; the first payment should be completed by or before this date.
- **No refunds** will be given in the case of the Tenant vacating the Stall prior to the end of the Agreement.
- Payment shall be made exclusively via **cash, or e-transfer** to:

nantonrvandboatstorage@gmail.com

- Invoices and statements will not be provided. If you need a receipt, it will be sent to your email.
 - **The Landlord, at his sole discretion, reserves the right to refuse to renew this Rental Agreement.**
- 2. DEFAULT OF PAYMENT AND LANDLORD'S LIEN:**
- **If your rent payment is not received within seven (7) days after the due date, a \$10.00 late fee will be charged. This fee will apply each month that your account continues to be overdue.**
 - If the Tenant does not pay the rent or other fees within seven (7) days after they are due, it will be considered a default. If a default occurs, the Landlord may demand that all unpaid amounts be settled via cash or e-transfer. The Tenant is responsible for paying all rent, overdue amounts, and any legal fees until the entire balance has been settled. If the Tenant defaults, the Landlord may legally take possession of the stored Unit(s) without liability. The Tenant shall be liable for all costs incurred by the Landlord in this process.
 - **Landlord's Lien:** If rent or fees go unpaid, the Landlord may claim a lien on the unit and its contents. If the Tenant defaults for over 30 days, the Landlord may enforce this lien under the **Warehousemen's Lien Act of Alberta** or other applicable laws. Enforcement may include seizing the property and, after providing required notice to the Tenant, selling the property at a public or private sale to satisfy the outstanding debt.
- 3. EXTRA CHARGES:**
- Late fee of **\$10.00** for every month in arrears on accounts not paid within seven (7) days of the due date and will be added to the total outstanding account balance.
 - Processing fee of **\$50.00** for returned cheques or NSF cheques.
 - If the Tenant does not provide at least seven (7) days advance notice before leaving the Stall, a **\$20.00** termination fee may be charged.
 - A **\$20.00** snow removal fee may apply.
 - If your unit is not parked in the centre of your stall and this prevents the neighbouring renter from using their space, you may be charged **\$25.00** per month until you move your unit to the centre. The Landlord reserves the right to move your unit into proper parking position for a fee of **\$25.00**.
 - Cleanout fee of **\$150.00** if the Stall is left in an unclean condition.
 - Charge of **\$150.00** environmental clean-up fee.
- 4. HOLDOVER:**
- If the tenant's vehicle remains after the lease ends, the tenancy becomes month-to-month at the current advertised rate. All other terms of this Agreement shall remain in full force and effect.
- 5. USE OF STALL AND PREMISES, MAINTENANCE AND REPAIR:**
- Only one vehicle belonging to the Tenant may be stored in the stall, and it must remain well-maintained and free of leaks.
 - The Tenant may use poison for rodent control.
 - Tarps may be used as long as they are properly secured and can withstand windy conditions. Awnings as well as steps or stairs should be completely retracted and firmly fastened.
- THE TENANT SHALL NOT:**
- Use their Trailer(s) as a storage unit or live or sleep in their unit(s).
 - Conduct any repairs, fabrication and assembly mechanical or other related work in the Stall or on the premises. Make any improvements or install any fixtures on or in the Stall. Erect any signs, notice, lettering or advertising material on any part of the space.
 - Store any animals, plants, perishable goods, any dangerous or flammable or illegal goods in the Unit, Stall or the Premises.
 - Store any hazardous materials, toxic chemicals, pollutants, or any items that may cause or increase a fire risk.
 - Utilize the Stall in any way that causes waste, nuisance, or unreasonable disturbance to the Landlord or other tenants.
 - Under **NO** circumstances is the Tenant, as well as anyone with the Tenant on the premises, strictly prohibited from discharging any clean items, grey or black water storage tanks, or propane tanks onto the Landlord's property under any circumstances.

➤ **Violators will be charged a \$150.00 environmental clean-up fee!**

6. CONDITION OF STORAGE LOT(s) AND PREMISIES:

The Tenant is fully familiar with the physical condition of the Storage Lot. The Landlord has made no representations or warranties, expressed or implied, of any nature whatsoever in connection with the condition of the Storage Lot and the Landlord shall not be liable for any latent or patent defects therein.

7. 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. If the Landlord allows an assignment, subletting, or other transfer, that does not mean they automatically approve any future assignments, subletting's, or transfers.

8. INSURANCE:

Non-Liability of Landlord and Insurance Obligation of Tenant: Landlord shall have no obligation to carry insurance on Tenant property stored in the Storage Lot. The tenant is responsible for purchasing any insurance they wish to have and must pay for it themselves. 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. Landlord shall have no liability to Tenant for any injury to Tenant or to others caused by any conditions existing near or about the Storage Lot 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 Storage Lot or premises.

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 the Storage Lot or on the premises by the Tenant, its agent or employees at any time during the term of the Agreement.

10. NOTICE

Notices to be given under this Rental Agreement shall be by email. Notices are considered delivered regardless of receipt. Regulations, prices, rules and information are subject to change upon one (1) month notice to Tenants. **It shall be the responsibility of the TENANT TO NOTIFY THE LANDLORD IMMEDIATELY OF ANY CHANGE.**

11. CHANGE OF TERMS:

The Landlord reserves the right to change any terms of this Agreement, including rent, upon one (1) month's prior written notice. The Tenant has the right to end this Agreement prior to the date when the change takes effect. If the Tenant chooses not to end this Agreement, the change will take effect and be incorporated into the Agreement.

12. NON-COMPLIANCE WITH RENTAL AGREEMENT:

If the Tenant does not follow any part of this Agreement, the Landlord can give a ten (10) day notice to fix the issue. If the Tenant still does not comply after that, the Landlord may end this Agreement. Such Termination shall not relieve the Tenant of the obligation to pay rent or any other charges owing under this Agreement.

13. VACATING:

- **Tenant shall give Landlord a minimum of seven (7) days notice prior to permanently vacating and advise the Landlord when Tenant's Stall has been fully vacated.**
- Prior to vacating, all outstanding rental and if applicable, extra charges, must be paid fully.
- Cleanout fee of **\$150.00** if the Stall is left in an unclean condition.

14. SPEED & PARKING:

- The maximum speed limit in the compound is **10 km/hr.**
- Park without blocking any access. Charge of \$25.00 per month until your unit is parked properly in the center of your stall. Back in stalls must have RV in a backed in position. Drive through stalls must have RV in a forward position.
- **Keep pets in your vehicle and supervise young children closely.**

15. HOURS OF ACCESS FOR TENANTS:

Business Hours: Available via phone or text at (403) 336-2534 on Monday-Saturday from 8am-7pm.

- **Access Hours:** 6am-10pm, 7 days a week.
- Access may be limited or denied when wet conditions exist.
- **Winter Access:** The Landlord requires one (1) weeks' notice if snow removal is required to facilitate moving of stored vehicle. Vehicle access will be allowed only once for moving out, and only if snow removal is required to make relocation possible. A \$20.00 snow removal fee may apply. The Landlord reserves the right to change the access hours (as set out in 14.1), without notice to the Tenant. To ensure safety, opening times may be limited, such as only during daylight hours. Please contact the Landlord to confirm access hours.

16. ACCESS:

When accessing the facility:

- **PLEASE, CLOSE THE GATE, PRIOR TO GOING TO YOUR STORAGE STALL, SO OTHER TRAFFIC CAN NOT FOLLOW YOU INTO THE PREMISES!**
- **PLEASE, DO NOT SHARE THE CODE WITH ANYONE!**

17. MISCELLANEOUS:

- The laws of Alberta and those of Canada that apply within the province will govern and guide the interpretation of this Agreement. If any portion of this Agreement is found invalid or unenforceable, the rest remains effective to the extent allowed by law.
- This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter herein.

18. TENANT PRIVILAGES:

While the Agreement is in force and provided the Tenant is not in breach of any terms of this Agreement:

- The Tenant is permitted to use the Stall(s) solely for storing the designated vehicle, as long as the Tenant owns it legally.
- Shall have access to the premises during the Landlords normal access hours.

This Agreement is enforceable by and applies to each party, as well as their heirs, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date hereto. By signing below, the Tenant acknowledges that they have read, understood and agreed to all terms and conditions in this Agreement.

Nanton RV and Boat Storage Ltd.

Nanton RV Employee : _____ Date: _____

Tenant: _____ Date: _____