

# PortableStorage.ca Rental Agreement



Customer Name: \_\_\_\_\_

**THIS RENTAL AGREEMENT** ("Agreement") sets forth the terms and conditions upon which PortableStorage.ca ("Company") will provide rental of one or more portable storage units, including ancillary services, to the party(ies) whose name(s) is set forth in the electronic order confirmation (the "Order Confirmation") issued by the Company to such party(ies) ("Customer") in pursuance of an electronic estimate initiated by the Customer to the Company or a telephone rental order made by the Customer through a representative of the Company (the "Customer's Order") setting out or confirming the name, address and other information of the Customer. Customer accepts this Agreement when Customer does any of the following: (a) provides an electronic confirmation of its acceptance of the Order Confirmation or (b) accepts delivery of a Unit (as hereinafter defined). The terms and conditions of this Agreement apply to the rental of the Unit by the Customer and to the provisions of any ancillary services provided by the Company to or for the benefit of the Customer. In consideration of the foregoing and the rents reserved under this Agreement and the mutual promises and assumption of obligations described in this Agreement, the parties hereto hereby agree as follows:

**1. RENTAL.** The Customer has requested that the Company provide to the Customer, as a rental, one or more portable storage containers or units (individually or collectively referred to as a "Unit") as reflected in the Order Confirmation. Customer has the option to store the Unit with Company or have the Unit remain at Customer's designated location ("Customer's Premises"). By giving advance notice to Company, Customer shall have access to the Unit at Company's Facility only during specified hours which are normally 8:30 am to 5:00 pm local time. Customer should call the telephone number listed on the Company's invoices to the Customer to confirm the access hours, schedule access or make special arrangements for access during non-business hours. **Upon use of the Unit, Customer acknowledges having had an opportunity to examine the Unit and that such Unit is satisfactory for all purposes for which Customer shall use it. In particular, the Customer takes full responsibility for the type and size of the Unit as set out in the Customers' Order and expressly waives any claim or defense as against the Company predicated on the quality, sufficiency, condition or state of repair of the Unit. Customer hereby authorizes Company to enter upon the Customer's Premises whenever Company deems it necessary to enforce any of Company's rights pursuant to this Agreement or pursuant to municipal, provincial, or federal law. Customer warrants that Customer has as owner or otherwise: (a) all the necessary rights with respect to the Customer's Premises for purposes of this Agreement; and (b) the right and authority to permit Company's unrestricted entrance upon Customer's Premises. Customer acknowledges and agrees that no bailment or deposit of goods for safekeeping is intended or created hereunder.**

**2. TERM AND RENT.** The rental term for each Unit commences upon delivery of the Unit and continues thereafter for consecutive one month rental periods (each, a "Rental Period") until terminated as provided herein. Customer must pay the Company, in advance, the rental for each Rental Period (the "Rent"), plus any applicable taxes, in the amount set forth on the invoice, without deduction, prior notice, or demand. Rent for the first Rental Period and initial charges and fees, including fuel charges, shall be due prior to delivery of the Unit and Rent for subsequent Rental Periods will be due on the first day of each succeeding Rental Period. Time is of the essence with regard to all payment obligations due under this Agreement. Company may change the rental rate and other charges by giving Customer 30 days advance written notice. The new rental rate will become effective on the first day of the next Rental Period when charges are due. To the maximum extent allowed by applicable law, in the event that Customer is in default of any of its payment obligations hereunder, Customer understands and agrees that Company does not waive its lien rights on the property stored in the Unit if it accepts partial payments to reduce the outstanding balance owing to the Company. Customer understands and agrees that full payment of the outstanding balance must be tendered prior to the sale date to stop a scheduled lien sale.

### **3. FEES, LATE CHARGES, ETC.**

(a) In the event the Customer fails to pay Rent when due and the account remains delinquent for a period of more than 30 days, a late charge equal to \$30.00 will be applied to the account. When Customer's account falls delinquent, access to the Unit will be suspended until any outstanding Charges (as hereinafter defined) are paid in full. If Rent remains unpaid for 45 days, Company reserves the right to cut the lock on the Unit(s) and take an inventory of all contents in preparation for public sale. If said Rent is not paid within 60 days of the due date, then any property in the Unit will be sold by the Company in a public sale. If the proceeds of the sale exceed the outstanding amounts owing by the Customer to the Company hereunder, including all applicable Charges, and cost of the sale, the excess proceeds may be claimed within 90 days or will be forfeited. The Company reserves the right to determine whether the contents of the Unit have been abandoned and is released from any and all claims and liability for the disposal of the abandoned property. The late/lien charges will be established by the Company from time to time.

(b) In the event Company commences a lien sale as a result of Customer's default in the payment of Rent or other Charges due under this Agreement, Customer shall pay, whether or not a lien sale occurs, all costs and expenses incurred by Company associated with processing the delinquent account, including advertising and mailing fees.

(c) **In the event Customer is delinquent in the payment of Rent or other charges due under this Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Customer's delinquent account (collectively, "Charges"), Customer authorizes Company to charge Customer's credit card account, without the signature of Customer, for such Charges owed by Customer to Company, even if Customer has selected another method of payment as the preferred method. Company shall have no liability to Customer for charges applied to Customer's credit card account so long as such Charges are applied by Company in good faith.**

**4. LIMITS ON USE.** Customer understands and agrees that Company need not be concerned with the kind, quantity or value of personal property or other goods stored by Customer in the Unit pursuant to this Agreement. Customer specifically acknowledges and agrees: (a) that the Unit may be used for storage only, and that the use of the Unit for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Customer assumes full responsibility and liability for packing Customer's property in the Unit and for securing Customer's property for over the road transportation and (c) the weight of Customer's property packed into the Unit shall be evenly distributed throughout the Unit. Customer shall store only personal property throughout the tenancy that Customer owns or has the legal right and authority to store in the Unit. Customer shall not use the Unit in any manner that will constitute waste, nuisance or unreasonable annoyance to other customers at the Facility. **Customer acknowledges and agrees that the Unit and the Facility are not suitable for the storage of objects which have sentimental value to the Customer or others, including, but not limited to, heirlooms or precious, invaluable or irreplaceable property such as books, records, photographs, writings, works of art, photographs, and items for which no immediate resale market exists. Customer agrees that the value of any of the foregoing items that Customer chooses to store in the Unit in violation of this provision shall be limited to the salvage value of the item's raw materials. Further, Customer acknowledges and agrees not to store the following items in the Unit: food or perishable property, hazardous, illegal, stolen, environmentally harmful, explosive or flammable property, money, precious metals, jewelry, watches, furs, vehicles, motorcycles, engines, computer software or programs, media or computer data contained on hard disks or drives. Customer agrees not to store property in the Unit that has an aggregate value of over \$5,000. Customer further agrees not to store property in the Unit that may cause consequential damages or emotional distress to Customer or others if it were missing, stolen, sold or damaged.**

**5. CUSTOMER'S RISK AND LIABILITY.** The Customer agrees that, whether the Unit is located at the Customer's Premises, at the Facility or in transit, Customer personally assumes all risk of loss or damage to or theft of Customer's property stored in the Unit however caused, including, without limitation, burglary, shifting of contents while in transit, mysterious disappearance, fire, water, rodents, insects, vermin, bugs, earthquakes, acts of God, vandalism, mold, mildew, or the active or passive acts or omissions or negligence of Company or Company's Agents. Customer specifically acknowledges that Company shall not be liable for any damage to or loss of Customer's property for any reason. It is Customer's responsibility to adequately insure all of the property stored by Customer within the Unit.

**6. LIMITATION OF LIABILITY.** The Company and Company's Agents shall not be responsible to Customer or to any other person for any damage or loss however caused, including, without limitation, Company and Company's Agents active or passive acts, omissions, negligence or conversion, unless the loss or damage is directly caused by Company's fraud, willful injury or willful violation of law. In addition, Customer hereby releases Company and Company's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons that could have been insured against. Customer expressly agrees that the carrier of any insurance obtained by Customer shall not be subrogated to any claim of Customer against Company or Company's Agents. **CUSTOMER WAIVES ANY CLAIM FOR EMOTIONAL OR FOR SENTIMENTAL ATTACHMENT TO CUSTOMER'S PROPERTY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO CUSTOMER. THE COMPANY'S AND COMPANY'S AGENTS TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY REASON, INCLUDING FROM DAMAGE TO OR LOSS OF CUSTOMER'S PROPERTY, SHALL NOT EXCEED \$5,000. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.**

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Company, its affiliates and agents, and each of their respective directors, officers, members, employees, agents and representatives (collectively, "Company's Agents") from and against any and all losses, liabilities, costs, expenses, attorneys' fees, fines, damages, claims, demands, causes of action and lawsuits of any kind whatsoever in any way arising from, or as a result of, or in connection with, Customer's use of the Unit or Facility, including, without limitation, as a result of any of Customer's breach of Customer's obligations pursuant to this Agreement.

**8. RELATIONSHIP OF THE PARTIES; STORER'S LIEN.** It is the express understanding and agreement of the parties that no bailment or deposit of goods for safekeeping is intended or created hereunder. Due to the nature of Company's business and its purpose being storage, it is further understood that Company is not a "warehouseman" for purposes of attributing liability to it under statute or common law. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or other laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this rental agreement. Notwithstanding the foregoing, the parties agree that the Company is entitled to claim for a lien under the provisions of the Repair and Storage Liens Act of Ontario (and similar legislation of other Provinces) for payment of all charges under this Agreement.

**9. NO REPRESENTATIONS OR WARRANTIES.** To the maximum extent allowed by applicable law, Company hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Unit and the Facility, including any warranties of merchantability or fitness for a particular use or purpose. Customer hereby acknowledges and agrees that Company does not represent or guarantee the safety or security of the Unit or the Facility or of any property stored therein and this Agreement does not create any contractual duty for Company to create or maintain such safety or security. Customer further acknowledges and understands that Company makes no assurances or guarantees regarding the time of pick-up or delivery of any Unit.

**10. LOCK; ALTERATIONS.** Customer shall provide, at Customer's own expense, a lock for the Unit which Customer, in Customer's sole discretion, deems sufficient to secure the Unit. Customer shall not provide Company or Company's Agents with a key and/or combination to Customer's lock. The Unit must be properly locked by Customer prior to Company moving the Unit. Customer shall not make or allow any alterations of any kind or description whatsoever to the Unit without, in each instance, the prior written consent of the Company.

**11. WEIGHT LIMITS.** Customer acknowledges and agrees that the maximum weight of Customer's property store in the Unit shall not exceed 7,500 pounds. The foregoing weight limits do not apply to a Customer that does not require the transport of Customer's Unit at any time by Company with Customer's contents stored inside. The foregoing weight limits may be updated by Company from time to time.

**12. PLACEMENT OF UNIT.** (a) Company will endeavor to place the Unit in an area pursuant to Customer's instructions. Customer represents that the area for placement shall have adequate size, clearance (at least 15' in height), and structural integrity to sustain the weight and size of the Unit, delivery equipment. (b) If Customer fails to provide placement instructions to Company prior to delivery or if Company otherwise determines, in its sole discretion, that the area for placement pursuant to Customer's instructions does not have adequate size or clearance for the Unit, Customer authorizes Company to then place the Unit in any other area on Customer's Premises to the extent reasonably possible under the circumstances to include an area immediately accessible from a street fronting Customer's Premises. (c) In all cases described in clauses (a) and (b) above, (i) Customer authorizes Company to drive on Customer's lawn, non-paved area or any other part of Customer's Premises in order to place or retrieve the Unit; and (ii) Customer assumes full risk for any damage to Customer's Premises and releases Company from any such damage resulting from the delivery, placement and retrieval of the Unit. Any deliveries or retrievals of the Unit as described herein requiring Company to access the Unit by way of non-paved areas shall permit Company, at its option, to assess Customer a service charge, which Customer agrees to pay. There shall be no Rent or delivery fee refunds for Company's inability to deliver the Unit through no fault of Company. (d) Customer agrees that Customer will not relocate the Unit. In the event it is determined that the Unit has been relocated, Customer agrees to pay an additional fee of not less than \$200.00 and up to current retail value of the Unit plus any cost or shipping associated with the retrieval of the Unit.

**13. RIGHT TO ENTER, INSPECT AND REPAIR UNIT** Customer grants Company, Company's Agents or the representatives of any governmental authority, including police and fire officials, access to the Unit and the premises where such Unit may be located, if necessary, as required by applicable laws and regulations or in connection with Company exercising its rights as set forth in this Agreement. In the event Customer shall not grant access to the Unit as required, or in the event of an emergency or upon default of any of Customer's obligations under this Agreement, Company, Company's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Customer's locks and enter the Unit for the purpose of examining the Unit or the contents thereof or for the purpose of making repairs or alterations to the Unit and taking such other action as may be necessary or appropriate to preserve the Unit, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous materials or to enforce any of Company's rights.

**14. TERMINATION.** Company may terminate this Agreement and/or any order for any or no reason effective immediately upon written notice to Customer. Customer may terminate this Agreement and/or any Customer Order at any time by giving written

notice to Company and such termination shall be effective as of the last day of the Rental Period in which written notice is given. Notwithstanding the foregoing, Customer shall only be entitled to terminate this Agreement or Customer Order provided there are no outstanding amounts owing to Company and Customer is not in default under this Agreement. Notwithstanding any provision to the contrary in this Agreement, no Rent shall be prorated or refunded if the termination occurs prior to the end of a full Rental Period. In the event of termination of this Agreement for any reason, if the Unit is located at Customer's Premises, Rent shall continue to accrue and be due and payable in full for each Rental Period during which the Unit remains located at the Customer's Premises, except to the extent that any such delay results from the failure of the Company to repossess the Unit within a reasonable period of time after the termination date.

**15. DEFAULT.** The following events shall be deemed to be events of default by Customer under this Agreement: (a) Customer fails to pay any installment of the Rent due under this Agreement; (b) Customer fails to comply with any term, provision or covenant of this Agreement, other than the payment of Rent, and does not cure such failure within ten (10) days after written notice thereof to Customer; or (c) Customer abandons the Unit.

**16. REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur and so long as such default shall be continuing, Company may at any time thereafter at its election: (i) deny Customer access to Customer's property stored in the Unit, (ii) immediately terminate this Agreement by giving notice to Customer, (iii) enter upon Customer's Premises and take possession of the Unit and Customer's property stored in the Unit, (iv) expel or remove Customer from the Unit, without being liable for prosecution or any claim of damages, (v) CHARGE CUSTOMER ALL EXPENSES (INCLUDING REASONABLE LEGAL FEES) INCURRED BY COMPANY THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING AMOUNTS OWED BY CUSTOMER, and/or (vi) pursue any other remedies provided for under this Agreement or at law or in equity. In the event that Company repossesses the Unit, Customer hereby consents to Company attending the Customer's Premises and such repossession and waives Customer's claim for trespass and/or conversion and agrees that Customer shall not hold Company liable for any damage or loss to Customer's property or Customer's Premises arising from said repossession. Company's remedies, including its lien rights, are cumulative and any or all thereof may be exercised instead of or in addition to each other or any other remedies available to Company at law or in equity.

**17. CONDITION OF UNIT UPON TERMINATION; DAMAGE WAIVER.** Upon termination of this Agreement for any reason, Customer shall remove all Customer's personal property from the Unit, unless such property is subject to Company's lien rights pursuant to this Agreement, and shall immediately deliver possession of the Unit to Company in the same condition as delivered to Customer, reasonable wear and tear excepted. Customer agrees that any personal property left in the Unit shall be deemed abandoned by Customer, and with respect thereto, Customer authorizes Company to remove such property from the Unit and either dispose of it in any manner in Company's sole discretion and without liability to Customer or retain such property as collateral for payment of the removal charges and/or any other amounts due Company. Nothing herein shall be construed as imposing a duty upon Company to store or safeguard the Customer's property. Customer shall be responsible for any reasonable charges associated with cleaning-up of the Unit and disposal of such property by Company. While the Unit is not in Company's possession, Customer accepts all responsibility for theft of or damage to the Unit regardless of Customer's fault or negligence, the fault or negligence of any other person or acts of God (e.g., fire, rain, wind, etc.), and shall reimburse Company for all expenses reasonably incurred by Company to replace or restore the Unit that shall be paid by the Customer as additional Rent.

**18. NOTICES.** Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served or may be served by first class mail or certified mail, deposited in the mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed delivered after deposit in the mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Agreement. In addition, Company may communicate with Customer and provide Customer with any written notices required by applicable law or authorized under this Agreement via electronic mail if Customer has provided the Company with an electronic address.

**19. NOTIFICATION OF CHANGE OF ADDRESS.** In the event Customer shall change Customer's place of residence or alternate address, Customer shall give Company written notice of any such change within ten (10) days of the change, specifying Customer's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Company of any damages that might occur in the event that the Unit must be removed or in exercising Company's remedies upon an event of default. Company assumes no responsibility and will make no attempts to locate Customer if such information has not been provided.

**20. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Ontario law, but, if any provision of this Agreement shall be invalid or prohibited, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Customer agrees to waive their rights to a jury trial for any and all claims made against or through Company. Customer agrees that Company will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Agreement. Customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Company or Customer from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

**21. ASSIGNMENT; SUCCESSION; THIRD PARTY BENEFICIARIES.** Customer shall not assign or sublease the Unit or any portion thereof without in each instance the prior written consent of Company. Company may assign or transfer this Agreement without the consent of Customer and, after such assignment or transfer, Company shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and permitted assigns of the parties hereto. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, any Company Agent is a third party beneficiary of this Agreement, and has the right to enforce the provisions of this Agreement directly against the Customer.

**22. RULES AND REGULATIONS.** The rules and regulations (the "Regulations") of Company's Facilities posted in a conspicuous place at the Facility are made a part of this Agreement and Customer shall comply at all times with such Regulations while at the Facility. Company shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Unit, Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Agreement.

**23. LOCAL ORDINANCES AND REGULATIONS.** Customer acknowledges that Customer's use and placement of the Unit may be subject to provincial, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. Customer assumes full responsibility for identifying and complying with local ordinances and for any fines and/or penalties, monetary or otherwise, resulting from Customer's use or placement of the Unit in violation of such ordinances, rules and/or regulations. If an authority requires Company to remove the Unit from Customer's premises, Company will attempt to notify Customer of such requirement; provided, however, Customer gives Company full authority to comply with such requirements, and absolves Company of any liability for any resulting damage to Customer's premises or property. Additionally, if Customer is renting or leasing the premises where the Unit is located, other than property owned by Company, and the landlord of the premises requests that the Unit be removed or relocated, Customer gives Company full authority to comply with the landlord's request, and absolves Company of any liability for any resulting damage to Customer's property or the premises and shall indemnify and hold harmless Company from any claims by the landlord for damage to the premises. Customer further understands that should the Unit be removed by any person other than Company, Customer assumes all costs, including, but not limited to, legal fees, and any removal or storage fees that are incurred with the Unit's retrieval and further agrees to pay Company for any damages that are associated with such removal and storage of the Unit.

**24. FORCE MAJEURE.** Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lockouts or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

**25. COMMUNICATIONS.** Customer understands and agrees that telephonic communications with Company or its Agents may be recorded. By providing a cellular number, Customer agrees to permit Company's franchisor or their agents and/or assigns to contact Customer using an automatic telephone dialing system and/or a prerecorded voice regarding matters relevant to Customer's account, including, without limitation, estimated time of arrivals and pickups of containers, status of Customer's contract, accounts payable, and any other operational or account matters.

**26. RENTAL AGREEMENT UPDATES.** The Company may make changes to the terms and conditions of this Agreement from time to time by posting a revised form of this Agreement on the Company's website. The effective date of such revised form of

Agreement shall be the date of such posting on the Company's website, provided that with respect to any Confirmations that are in effect prior to the date of such posting, the effective date shall be 30 days after the date of such posting.

**27. ENTIRE AGREEMENT.** This Agreement, including all other documents specifically referenced in this Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Company or Company's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.

**28. CUSTOMER ACKNOWLEDGEMENT.** The Customer acknowledges that it has received an electronic copy of this Agreement prior to electronic acceptance of the Order by the Customer.

Customer Name: \_\_\_\_\_

Signature: x \_\_\_\_\_

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