



## CUSTOMER INFORMATION

Customer Name

Phone Number

Email

Billing Address

## RENTAL AGREEMENT

1. **LESSOR:** PortableStorage.ca, and its agents, affiliates, authorized representatives, and employees shall be defined herein as “the Lessor”.
2. **LEASE OF CONTAINER:** Lessor leases to the Customer, and the Customer leases from Lessor, one or more weatherproof Containers on the terms in this Agreement. Customer has the option to store container(s) with Lessor at Lessor’s facility or have the container(s) remain at Customer’s property. Customer hereby authorizes Lessor to enter upon Customer’s property without notice for the purpose of making repairs or alterations to the Container(s), to enforce the terms of this Agreement, or to comply with applicable law. Customer is solely liable for any damage to the Container that occurs while it is at Customer’s property. Furthermore, Customer is liable for any claims or damages incurred by Lessor as a result of Customer’s use of the Container, whether on Customer’s property or otherwise.
3. **SELECTION OF CONTAINERS AND EXCLUSIONS:** Customer acknowledges that Customer has satisfied itself as to the suitability of the Container(s) for storage and transportation purposes. Customer acknowledges that there are no agreements, representations, warranties, or conditions, oral or written, express or implied, made by Lessor with respect to or in connection with the Container(s) except as set forth in this Agreement. Customer acknowledges that Customer has inspected the Container and accepts the Container on an “as is” basis. Customer affirms that there is no “bailment” or “deposit of goods for safe keeping” created by this Agreement or the delivery of the Container.
4. **TITLE:** Customer acknowledges that ownership and title to the Container(s) shall, throughout the term of this Agreement, remain vested in Lessor and the Customer shall have no right of property therein.
5. **LOADED DELIVERIES:** The Customer is aware that the maximum weight of contents for standard loaded deliveries is 7,500lbs. When attempting pickup, if Lessor determines that total contents of Containers(s) are above 7,500lbs, delivery will be aborted and call out charges will apply. Delivery will be rescheduled with heavy-duty equipment at market rate, or customer can lease additional container or remove some contents.
6. **PROPERTY NOT SUITABLE FOR STORAGE:** Customer agrees that the Container(s) and the Facility are not suitable for the storage of valuable property such as heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Customer, and records or receipts relating to the stored goods. Lessor shall not be liable for any damage to or loss of any items stored within the Container. Customer further acknowledges and agrees:
  - a. No food or perishable goods, hazardous materials, illegal, corrosive, or contaminated materials, moldy or water damaged property, infested materials (rodent, insect, or other), smoke damaged materials, flammable materials, fuel, or other inherently dangerous materials may be stored in the Container.
  - b. No property will be stored in the container which would violate any law or regulation of any governmental authority, including, but not limited to, all laws and regulations relating to Hazardous Materials, waste disposal, and other environmental matters. For the purposes of this Agreement, “Hazardous Materials” shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material explosives, or waste that is or becomes regulated under any applicable local, provincial, or federal law or regulation.
  - c. The Container is not permitted for use as a dwelling for human, animal, or any other dwelling purpose.
  - d. Customer agrees to maintain good condition and not use the container in a manner that will constitute waste, nuisance, or unreasonable annoyance to others at Customer’s property or the Facility.
  - e. Customer will not use tools to alter, cut, or drill anything in container. Customer will not make any modifications to the Container whatsoever. Customer shall pay for damages.
  - f. All reasonable expenses incurred in connection with any investigation of site conditions, or any clean up, removal, or restoration work required by any applicable local, provincial, or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by Customer and shall be due upon demand by Lessor.
7. **TERM:** The term of this Agreement commences on the date the Container is delivered to Customer and continues on a month-to-month basis until this Agreement is terminated as provided herein.

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8. **PAYMENT:** Each month/every 28 days during the term of this Agreement, Customer shall pay Lessor a monthly rental payment. Initial Fees will be charged the day of the delivery. Initial Fees include first month's rent, deliver empty and final pickup transportation fees, and any other add-ons (accessories, or any other one-time fees plus taxes). Ongoing Monthly Rent and any other recurring monthly fees will be charged on the anniversary date of the original delivery date or every 28 days. If the delivery date falls on a date that does not occur in every month (for example the 31<sup>st</sup> of a month) then all payments for the month shall be due on the last day of the applicable month. Future Transportation Fees (for example "a respot of the container") will be charged the day prior to the date they occur. The Final Pick-Up fee will always be charged on the first invoice.
9. **LATE FEES:** If your credit card declines, you will receive an automated email alerting you to contact our office. You are given a three (3) day grace period to pay your storage bill in full. At four (4) days past due, you will incur a late fee of thirty (\$30) dollars. At forty-five (45) days late, you will incur a lockout fee of one hundred (\$100) dollars, your unit will be locked out, you will be denied access to your contents, the Lessor reserves the right to enter any property including, but not limited to, the Customer's property, and relocate the container to the Lessor's storage facility at the Customer's complete and sole expense, without notice. You will receive an email to the email address on file, giving you notice that storage unit has been locked out. If full past due payment, including all incurred late and lockout and transportation fees, remains past due at sixty (60) days late, the contents of the storage unit will be sold or disposed of at the Lessors discretion.
10. **LIEN:** Customer affirms that Lessor has a lien (for rent, labor, fees, or other charges, both existing now and arising in the future) on all personal property stored in the Container. In addition to all other remedies available under applicable law, to secure the payment of all amounts due and owing hereunder (including lawyer's fees associated with lien foreclosure or collection activity), Customer grants Lessor a contractual lien on any property stored in Container(s). If Customer is late on payment of any amounts due under this Agreement, Lessor may deny Customer access to the Container(s) until all amounts owed to Lessor are paid by Customer. Lessor may enforce its lien under the terms of this Agreement and applicable law. Customer's property may be sold or disposed of in accordance with applicable lien laws. Any amounts received through sale of Customer's property that exceed the amounts due to Lessor will be paid to the Customer if Customer has provided Lessor, in writing, with Customer's current address or said amounts will be paid to the provincial treasurer or other provincial official in accordance with applicable abandoned property provisions and laws. Lessor has no knowledge of the contents of Container(s), and Customer waives any requirement that Lessor provide a description of Customer's property in the Container (to the extent such may be required by applicable law.)
11. **CUSTOMER'S RISK AND LIABILITY/INSURANCE:** **ALL PROPERTY IS STORED BY CUSTOMER AT CUSTOMER'S SOLE RISK, AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL INSURANCE POLICIES COVERING THE CONTENTS OF THE CONTAINER.** The Customer is advised to purchase insurance for personal property stored in the container, as the Customer deems appropriate. The Customer is to either obtain the Customer's own insurance coverage or be "self-insured" (i.e. personally assume all responsibility for any and all loss and/or damage to the personal property in the container). Customer personally assumes all risk of loss or damage to, or theft of Customer's property within the Container, however caused, including without limitation, loss or damage due to burglary, occurring during transport or while in storage, mysterious disappearance, fire, water, rodent, damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin and all risk of loss or damage to property of Lessor arising directly or indirectly in any way from any matter or thing placed in a Container(s) by Customer. Customer agrees that Lessor does not list, review, or inspect the contents of the Container(s). Lessor's agents, affiliates, authorized representatives, and employees will not be responsible or have responsibility for loss, liability, claim, expense, damage to property or injury to persons or property, that could have been insured against including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or its agents, affiliates, authorized representatives, and employees for the matters released herein. Customer expressly agrees that the carrier of any insurance obtained by Customer shall not subrogate any claim of Customer against Lessor or Lessor's agents, affiliates, authorized representatives, or employees. Customer acknowledges that Customer has read and understands the provisions of this paragraph and agrees to comply with its requirements. In no event shall the Lessor be liable for any other damages, direct or indirect, special, or consequential, including, without limitation damages for lost profits, business interruption, loss of data or other economic loss arising out of Customer's use of or inability to use the Container(s).
12. **LOSS AND DAMAGE:** The Container(s) shall be at the sole risk of the Customer. The Customer shall retain sole responsibility for the Container(s) while in the Customer's care, custody, or control. The Customer shall be liable for any damage caused to the Container(s) while in the Customer's care, custody, or control. The Customer shall immediately notify the Lessor of any damage to the Container(s) that occurs while the Container(s) is in the Customer's care, custody, or control and shall pay the reasonable costs of repairing such damage. In the event the Container(s) shall become lost, stolen, destroyed, or damaged beyond repair for any reason, or in the event the Container(s) shall be confiscated, forfeited, or seized by any person or by any duly constituted authority, Customer will immediately replace the Container(s) by providing Lessor with title to a replacement Container(s) satisfactory to Lessor of equal value and free of any encumbrance or, at Lessor's discretion, by reimbursing Lessor for the cost of a new replacement Container. For such purpose, the fair value of the Container(s) shall be as determined by Lessor, acting reasonably.

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13. **LIMITATION OF LIABILITY:** Where permitted by law Lessor, its dealers, affiliates, agents, contractors and independent contractors, the members, shareholders, directors, officers, managers, employees, agents, and independent contractors of each of the foregoing, and the successors and assignees of each of the foregoing (collectively "released party(ies)") have no responsibility or liability to Customer or to any other person or entity for or with respect to any claim from any cause relating to Customer's rental of a container, including without limitation any released parties' active or passive act, omission, negligence, conversion, damage caused by placement of the container, damage to Customer's property stored within the Container occurring during over the-road transport, or damage that occurs if any released party moves the Container for lack of payment or upon order of any government entity, except to the extent the claim is directly and proximately caused solely by the applicable released parties' gross negligence or willful misconduct and vehicles will be moved at owners' expense and without liability to the lessor. Furthermore, and notwithstanding the foregoing, Customer agrees that the released parties' aggregate responsibility for any loss from any cause whatsoever shall not exceed a total of \$5,000.00 or the amount of monthly fees paid by Customer under this Agreement during the one-year period preceding the loss, whichever is less. Performance that is made impracticable pursuant to this paragraph shall give Lessor the right to suspend delivery of the Container or otherwise perform hereunder, while the occurrence continues. Lessor and its agents, employees, members, managers, affiliates, and its and their respective successors and assigns (including the owner of any facility used to store Containers) shall not be liable to Customer or its agents, invitees, family, friends, for any personal injury arising from Customer's use of the Container or the Facility.
14. **INDEMNITY:** Customer shall indemnify and hold harmless Lessor, its agents, employees, lawyers, associates, affiliates, successors, assignees, directors, and all persons associated with Lessor business operations from and against any losses, liabilities, costs, expenses, fines, fees, lawyer's fees, damages, claims, demands, causes of action, and lawsuits arising from or in any way associated with Customer's use of the Container(s) or while the container is in the care, custody, or control of the Customer or on the Customer's property.
15. **PLACEMENT OF CONTAINER:** Customer understands that placement area shall have adequate width, depth, and height clearance and maneuvering space and it cannot be placed in buildings or fenced in lots. Customer's use and placement of the Container(s) may be subject to provincial, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules for which Customer assumes full responsibility for any fines and/or penalties. Customer authorizes Lessor to 1) drive on Customer's lawn or other non-paved area to place the Container(s) in the area designated by Customer or to place the Container(s) in an area lacking adequate clearance, or 2) drive on a paved surface. In either case Customer assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Customer acknowledges that Lessor recommends against driving on Customer's lawn or non-paved, and certain paved property areas. Lessor has right to refuse Customer placement request if site is deemed unsuitable to place a Container.
16. **FACILITY:** The Lessor's facility outdoor storage. Loaded containers are secured and video monitored 24 hours a day. Customers do not have normal self-access to the facility, except to occasionally retrieve or add contents by appointment with Lessor. It is intended that customers access contents at Lessor facility at a maximum frequency of once per month during regular business hours.
17. **TERMINATION AND RETURN OF AGREEMENT:** Lessor may terminate this Agreement at any time by notifying Customer via email, text, or mail. Provided Customer is not in violation of this Agreement, Customer may terminate this Agreement by providing Lessor with written notice and Customer's termination will be effective on the last day of the rental period for which written notice is received by Lessor. At the expiration of the term of this Agreement or upon earlier termination of this Agreement for any reason, Customer shall deliver up possession of the Container(s) to Lessor at the Customer's address specified on the invoice(s). If Customer fails to do so within five (5) days, Lessor shall have the right to enter upon Customer's property to retrieve the Container(s), or to invoice Customer for the cost of replacing the Container. After three(3) lockouts, lessee will have the rental agreement terminated.
18. **PRICING and RATES:** All pricing and rates are transmitted via email prior to delivery. It is up to the customer to keep their email address, physical and mailing addresses, main and alternate phone number up to date. Delivery fees are subject to change if delivery locations change from those specified in the original quote. If delivery is requested outside of Lessor's regular service area Lessor may not be able to provide delivery due to fuel, regulations, and external factors.
19. **GOVERNING LAW:** This Agreement shall be governed by and constructed in accordance with the laws of the province of Ontario.
20. **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.

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21. 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.
22. By signing this document, customer grants PortableStorage.ca or its affiliates or representatives or contractors the right to remove any and all obstructions upon retrieval of the asset including but not limited to fences, gates, locks, autos, boats, trailers or other items as deemed necessary by PortableStorage.ca or its representatives. The customer releases PortableStorage.ca or its representatives from any and all liability or damages relating to the removal or damage to obstructions.

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CUSTOMER INFORMATION
Customer Signature:
Date: