



MOBILE STORAGE RENTAL AGREEMENT

TERMS AND CONDITIONS

1. TERM, RENTAL FEE, AND OTHER CHARGES: The term of this Agreement shall commence on the date of delivery and shall continue for a 30 day period and shall thereafter continue on a 30 day basis. The rental fee for each 30 days shall be paid in advance every 30 days (beginning on the date of delivery) for the term of this Agreement. In addition to the rental payments, Lessee shall pay: **(A)** the delivery fee and/or pick up fee for any Container requiring delivery or pick up; and **(B)** if the Lessee fails to pay within 15 days of the date of invoice, Lessor will be entitled to charge a late fee of \$10 per container per event. **(C)** If the Lessee defaults as set forward in paragraph 6, the Lessor can charge and the Lessee agrees to pay an administration fee of \$50.

2. ACCEPTANCE AND MAINTENANCE OF CONTAINER: By execution hereof, Lessee accepts the Container as being in good and sanitary order, condition and repair. Lessee agrees to the following material conditions regarding the use and maintenance of the Container: **(A)** to keep the Container in good condition and repair; **(B)** to conspicuously label (or display) the Container so as to disclose Lessor's ownership at all times during the course of this Agreement; **(C)** to refrain from making or permitting any alteration to the Container during the term of this Agreement; and **(D)** to keep the Container free of all security interests. Lessee warrants and represents that it has the right to have the Container placed and to maintain it at the referenced location, and that Lessee has the right to permit entry of Lessor, its agents or assigns to the referenced location. Lessee holds all responsibility for obtaining any permits required as a result of the Container rental.

3. USE: The Container shall be used solely for the storage of personal property owned by Lessee and subject to the following limitations: **(A) PROHIBITED MATERIAL-** Lessee is prohibited from storing any combustible, flammable, explosive, hazardous or toxic waste material or property, or any illegal substances in, on, or immediately adjacent to the Container during the term of this Agreement; and **(B) RELOCATION-** The Container is a portable storage container. Lessee assumes all responsibility for packing and maintaining property within the Container so as to allow relocation during the course of this Agreement as provided herein, and assumes all risk of damage arising out of relocation. Lessee shall not move the Container without the prior written consent of Lessor.

4. RISK OF LOSS AND LIMITATIONS ON LIABILITY: **(A) RISK OF LOSS.** LESSOR SHALL HAVE NO RESPONSIBILITY OR OBLIGATION WHATSOEVER, AND LESSEE SHALL BEAR THE ENTIRE RISK OF ALL LOSS FROM ANY CAUSE, INCLUDING, BUT NOT LIMITED TO, FIRE, THEFT, DAMAGE OR DESTRUCTION TO THE CONTAINER AND TO THE PERSONAL PROPERTY STORED THEREIN OR FOR THE INTERRUPTION OF TERMINATION OF THE USE OF THE CONTAINER, FROM ANY CAUSE WHATSOEVER, DURING THE RENTAL TERM, UNTIL THE RETURN OR SURRENDER OF THE CONTAINER TO LESSOR. LESSEE SHALL IMMEDIATELY INFORM THE LESSOR IN WRITING OF THE OCCURRENCE OF ANY OF THE ABOVE EVENTS. THE OCCURRENCE OF ANY DAMAGE, DESTRUCTION, THEFT OR LOSS OF THE CONTAINER OR ITS CONTENTS SHALL NOT RELIEVE LESSEE OF ITS OBLIGATIONS HEREUNDER, INCLUDING THE OBLIGATION TO REMAIN CURRENT IN RENTAL PAYMENTS; **(B) DAMAGES/RELEASE.** Lessee, as a material part of the consideration for this Agreement, hereby waives and releases any and all claims against Lessor for any actual and/or consequential damages to personal property in, upon, or about the Container or surrounding area, and for any injuries to Lessee, Lessee's agents or third persons on or about the Container or surrounding area from any cause arising at any time from the delivery, pick-up and/or use of the Container. Such release remains effective even where Lessor relocates the Container pursuant to section 6(B), below. It is further understood and agreed that this waiver and release is a material term of this Agreement, and that the rental of the Container would be greater but for such waiver. **Condensation can appear when storing in shipping containers and during the inclement months of the year this can become more of an issue.**

5. LESSOR'S REMEDIES UPON LESSEE'S DEFAULT: Upon default by Lessee of performance of any of the terms and conditions of this Agreement, including, but not limited to, the covenant for the payment of rent, Lessor is immediately entitled to all rights and remedies available at law or in equity, specifically including, but not limited to, rights and remedies available under the Ontario Repair and Storage Act R.S.O. 1990, CHAPTER R25. And may, at its sole option and discretion, and WITHOUT FURTHER NOTICE do all or any of the following: **(A)** Terminate the tenancy and all remaining terms of this Agreement; **(B)** Take immediate and lawful possession of the Container, wherever it may be found, along with its contents; **(C)** If it appears that the condition of the Container has deteriorated substantially, or if access to the Container is so limited as to make taking repossession impracticable, Lessor may elect to release its rights to the Container and charge against Lessee's

account that amount which reflects the then current fair market value of the Container, had it been properly maintained by Lessee; and **(D)** Declare the tenancy abandoned and to exercise such remedies as are provided by law, including, but not limited to, remedies available under the Ontario Repair and Storage Act R.S.O. 1990, CHAPTER R25.

THESE RIGHTS AND REMEDIES ARE CUMULATIVE AND NOT EXCLUSIVE.

6. TERMINATION: This Agreement may be terminated upon fifteen (15) days written notice or email given prior to the expiration of any 30 day period of this tenancy by either party to this Agreement. The rented Container will be left empty, clean and in good condition. Lessee is responsible for any and all damage to the Container. Upon termination, Lessee shall surrender the Container and all keys thereto and provide adequate access by Lessor to the Container to facilitate its removal.

7. ENTRY: Lessee grants to Lessor the right and privilege of entry onto Lessee's property, or onto the property wherein the Container is located, and into the Container at reasonable times for the purpose of inspection, or for determining that Lessee is in conformity with the terms and conditions of this Agreement. Upon request, Lessee shall furnish Lessor a duplicate key to the Container to permit entry by Lessor or Lessor's agents as herein provided.

8. NOTICE: All notices required or permitted by law, or by this Agreement, may be sent to Lessor or Lessee may be given by personal delivery, by registered mail or by email to the address(es) provided on Customer Information Form, or as subsequently amended in writing.

9. POSSESSION OF THE CONTAINER: Lessee shall not permit the Container to become, and/or remain a fixture on any real estate. The access provided to Lessor for pick-up shall be the same of the equivalent of that provided to Lessor for delivery.

10. ASSIGNMENT: Lessee will not assign this Lease or sublet the leased property unless the written consent of Lessor to such assignment or sublease is first obtained.

11. CUSTOMER'S INSURANCE COVERAGE: Lessee agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the container, including all risk of loss or damage covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Container during the entire Rental Period. When requested, Lessee shall supply to Lessor proof of insurance by Certificate of Insurance clearly setting forth the coverage for the Container and naming Lessor as loss payee and additional insured; such insurance and evidence thereof to be in amounts and from satisfactory to Lessor. The Certificate of Insurance and policy shall provide that Lessor shall receive not less than 30 days' notice prior to any cancellation of the insurance required hereunder.

12. DELIVERY OF THE CONTAINER: Lessee acknowledges the Lessor will normally place the Container on a driveway or other paved surface immediately accessible from a street fronting the Lessee's property. Such a placement area shall have adequate width, depth and clearance. Lessee agrees not to hold Lessor liable for any damage to asphalt driveways caused by heat and weight of the Container. In the event Lessee requests Lessor to drive on Lessee's lawn or other non-paved area in order to place the Container in the area designated by the Lessee or to place the Container in an area lacking adequate clearance, the Lessee assumes full risk for damage and relieves the Lessor from any responsibility for damage.

x _____
Signature of Lessee

x _____
Date