

ITALSTORAGE
266 WESTBROOK ROAD - CARP ON – K0A1L0

UNIT # _____

Welcome to ITALSTORAGE. The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self-storage facility.

- 1-Your fee is \$300 and is due each month on your contract anniversary day _____ of each month.
- 2- If we have not received your payment by four of the month, your gate access will be denied, your unit will be over locked in a late fee of \$10.00 per day plus HST will be applied.
- 3-If your payment is not received within 15 days of being due, we will process your unit for public auction.
- 4-A partial payment will not stop at fees or official procedures. Any agreement between tenant and manager to extend payment dates or defer sale of goods must be in writing and signed by both management and tenant to be binding.
- 5-We do not assume liability for the goods you store. Adding storage goods to an existing home owner's policy is generally quite inexpensive, we recommend contacting your insurance agency.
- 6-do not use the rental unit for anything **but DEAD STORAGE**. Do not store any flammable, explosive or illicit materials. The unit is to be used for storage only.
- 7-The storage unit must be vacated on or before your anniversary date for which rent has been paid and all terms and conditions of this agreement are met by the tenant. **All items must be removed from the storage unit to be considered vacant. Items left in a vacant unit will result in forfeiture of deposit.**
- 8-The storage unit must be broom clean, emptied, in good condition Unit must be ready to be re-rented.
- 9-Tenants lock must be removed upon termination of occupancy. Failure to remove lock will result in you being charged the next month's rental and late fees.
- 10-Gate hours are from 7am-7pm, Seven days a week.
- 11-Office hours are from 8 AM to 4 PM, Monday through Friday.
- 12-We do not prorate when you vacant a unit. A fee of \$10 plus HST per day is charged up to your amount of rent if fifteen (15) days' notice of intent to vacate is given. There are no exceptions
- 13-Only one lock is allowed per door latch. If more than one lock is found, you may be subject to a five dollar plus HST administrative fee for the removal of that lock.
- 14-Do not follow someone through the gate without first putting in your access code.
- 15-Please keep us updated of any address changes and or phone number changes. Until we are notified via email, telephone or letter, the only valid address and telephone number present is on the lease.
- 16-We require fifteen (15) days' notice of intent to vacate. Your unit key must be returned on your move out date. Failure to do so will result in the forfeiture of your security deposits.
- 17-There are no garbage facilities at our location for tenants. Garbage disposal is the tenant's responsibility. Garbage bins on site are for ITALFOODS use only. Security camera are used to identify perpetrators. **Failure to comply (dumping garbage) will result in forfeiture of your security deposit.**
- 18-We will strictly enforce all policies and condition in our contract. We do not make exceptions.
- 19-Thank you we appreciate your business and look forward to you having a pleasant stay with us. If we can be of further help, please let us know.

Tenant signature _____ Date _____

Signature of owner/rental agent _____ Date _____

Name of Occupant _____

Address _____

Email _____ Phone _____

Unit number _____ Monthly rate _____ Security deposit \$100

Total due upon execution of this lease _____

This agreement is made and entered into this _____ between the occupant (as listed above and also referred to herein as the "tenant") and ITALSTORAGE the "landlord".

The landlord desires to lease to tenant and the tenant desires to lose from the landlord the unit(S) listed above, on the terms and conditions set out below:

Term

1-The landlord here by leases to tenant, the premises described above for a term of 30 days, beginning _____ and renewing each and every month, subject to the rights of early termination, on the same terms and conditions set out herein.

Rent and Deposit

2-tenant agrees to pay the rent set out above plus HST and any additional charges set forth herein.

3-rent shall be payable in equal monthly installment on the anniversary date, been the day of the month on which the agreement was signed. And over holding rate of \$10 plus HST per day shall be charged to the tenant for each day in which the tenant occupied as the premises after the termination date. Notwithstanding the foregoing the maximum charge for such over holding shall be limited to the monthly rent payable here under. Rent should be paid in advanced on the anniversary date to the address of the landlord ever stated above or at such other address as landlord me, from time to time, require. The landlord except cash, debit, Visa, MasterCard, money order, checks and E-transfer for rental payments. for your convenience, the landlord has a door slot to facilitate payment. If payment is being made by way of cash it should be hand delivered to the landlord. The landlord assumes no responsibility for any discrepancy regarding cash paid to the landlord through such mail slot. The landlord will charge \$25 for all dishonor checks (NSF or otherwise). The landlord will not invoice the tenant for rent.

The landlord reserves the right to charge the tenant of the following additional administrative fees:

A-\$5 plus HST per past due notice

B-\$10 plus HST for notice of termination

C-\$5 plus HST for each lock cut for the tenant

D-\$10 plus HST for lock removal

E-such other extra charges determined by the landlord, acting responsibly, including any cost to clean up illegal dumping on the property.

All such charges shall be deemed to be 'rent'

5-The security deposit set out above shall be held by the landlord as security for the faithful performance by the tenant of all terms, convenience and conditions of this lease to be kept, observed and performed by the tenant and shall be irrespective of a) The unenforceability of this lease against the tenant; b) The termination of any obligations of the tenant under this lease by operating of law or otherwise. c) The bankruptcy or insolvency of the tenant. The security deposit shall be deemed forfeited if: d) The tenant fails to notify the landlord 15 days in advance of the tenant's departure from the premises. e) any items including garbage are left on or about the premises. f) The

premises are not left in clean and broom swept conditions. g) The tenant is in breach of any term of this lease. H) if the landlord is required to make any repairs to the premises as a result of the tenants intentional or negligent acts or omissions I) The landlord is required to exercise its Right under section 4 above and change the locks to the unit and dispose of the contents they're in. Provided such security deposit was not deemed to have been forfeited here under, such as security deposit shall be returned to the tenant by check to the tenants last known address 15 days after the termination date. For clarification, such security deposit is not last month's rent and no interest shall be payable thereon.

6-if the tenant remains in possession of the unit after the scheduled move out date (as provided by the tenant) or after the termination date or the earliest termination of this agreement, the landlord shall have the right to change the lock and dispose of any of the contents in the unit without notice and without any compensation whatsoever to the tenant, including and not limited to any compensation for the damage or destruction of the tenant's property removed from the unit.

Tenant Obligations

7-The tenant agrees to use the premises exclusively for the storage of personal property, merchandise, supplies or other material owned by the tenant and for no other use. The tenant shall not store any items outside the premises nor dispose of any trash outside the premises.

8-The tenant agrees to keep the immediate premises in good order entered by the landlord of any needed maintenance or repairs. The tenant shall not keep or have in or on the premises any substance which might be considered "hazardous". For the purposes, here in hazardous substance including, without limitation, flammable's, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances were related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter and acted or promulgated by any governmental authority. The tenant shall not store in the premises, any items which are wet, damp or contain water.

9- it is the tenant's soul responsibility to check the premises periodically and to ensure that the premises are secure. The tenant shall also be solely responsible for pest control within the premises and the landlord recommends that most poison/mothballs should be placed in dishes/pans in the premises to protect the contents of the premises.

10-The tenant agrees not to commit a nuisance in or upon the premises so as to interfere with the comfort or safety of other tenants or the landlord. Notwithstanding the generality of the Forgoing the tenant agrees not to do or suffer any waste, damage or injury to the premises and not to permit the premises to be used for any dangerous, noxious or offensive trade or business. The tenant agrees to abide by and comply with all statutes, Bylaws, rules and regulations of every parliamentary, Municipal, township or other authority which in any manner relate to or affect the premises or the tenancy of the tenant.

11-I'll property stored within the premises shall be at tenants Sol risk. The tenant, at the tenants on and soul expense, shall obtain its own insurance for the property stored in premises, including and not limited to coverage for mold and damage to the tenant's property, if it wishes to have his property insured. The landlord will not carry any insurance which in anyway covers any loss whatsoever that the tenant (or anyone claiming through the tenant) may suffer as a result of damage to the contents of the premises. The landlord shall not be liable to the tenant or to anyone related to the tenant or any invitee of the tenant for any personal injuries or property damage, or a loss from theft, vandalism, fire, water, flood, hurricane, rain, ice, Snow explosion, or any other cause.

12-The tenant shall indemnify and save harmless and the landlord from and against all actions or causes of action, damages, loss, expenses, liabilities, fines, suits, claims, demands and actions of any kind or nature which the landlord me some sustain or two with the landlord shall or may become liable for or suffer by reason of the lease or the use or occupation by the tenant of the premises, including without limitation, any breach, Violation or non-performance by the tenant of any covenant, term or pro vision hear of or by reason of any injury or death resulting from, occasion to or suffered by any person or persons or any property by reason of any willful act, neglect or omission on the part of the tenant or anyone for whom is responsible at law but shall not include any actions or causes of action, damages, loss, expenses, liabilities, fines, suits, claims, demands and actions of any kind or nature due to the wrongful act or omission of the landlord Or any person for whom the landlord is responsible at law: such as indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death, use

or occupation of the premises occurring during the term and all renewals there of shall survive any termination of this lease, and anything in this lease to the contrary notwithstanding.

13-The tenant shall not sublease or part with possession of the premises without the written consent of the landlord. The tenant may not make any alterations to the premises without the written consent of the landlord. In both circumstances such consent may be unreasonably withheld by the landlord.

14-The tenant agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on said premises, or which the landlord may hear after at any time elect to place upon the premises.

15- Any environmental issues or damages caused by the tenants possessions within their unit, will be their responsibility

16-The tenant acknowledges that the landlord or its agents shall have the right to enter the premises at any time to inspect., make repairs or to ensure compliance with and enforce the terms of this lease.

Termination of Tenancy

16-The landlord may re-enter the premises upon nonpayment of rent or non-performance of covenants by the tenant. Notwithstanding anything herein contained or any statutory provision's to the contrary, the landlords right of reentry here in for nonpayment of rent shall become exercisable immediately after written notice sent by mail or email to the tenant of such default being made and the landlords right to re-entry for non-performance of any covenant other than the covenant to pay rent shall become exercisable within five (5) days after written notice is sent to the tenant of such a default, save and except were the tenant has committed a breach of lease at any time in the prior year, for such tenant and landlord may terminate the lease immediately, notwithstanding the benefit of any present or future statute taken away or limiting the landlords right of distress, none of the goods or chattels of the tenant in the premises at any time during the term shall be exempt from Levy by distress for rent in arrears. The landlord shall have the right to enter the premises, and take possession of any goods or chattels Whatsoever on the premises, and to sell same at public or private sale without notice or apply the proceeds of such sale on account of rent or in satisfaction of the breach of any covenant, obligation or agreement here in contained and the tenant shall remain liable for the deficiency, if any. Notice shall be deemed immediately sent to the tenant if email to the tenant or if provided to the tenant in person or if mail to the tenant up on depositing such notice on the mail. In addition to the foregoing, sure the tenant fail to pay rent or to cure the default of any other covenant within the five days set out above, or a shorter period for a habitually breaching tenant, the premises shall be deemed abandoned and the landlord have the right to enter the premises, and to take possession of any good or chattels whatsoever on the premises, and to sell seen at public or private sale or dispose of the same without notice and the landlord shall apply the proceeds of such sale on account of rent or own satisfaction of the breach Of any covenant, obligation or agreement here in contained and the tenant shall remain liable for the deficiency, if any. Without limiting any of the rights of the landlord provided for above, **should the tenant failed to pay rent when do, the landlord may terminate this agreement and she'll have a lien in accordance with the Repair and Storage Lien's Act and may dispose of the tenant's property in accordance with the same.**

By signing below the tenant hereby acknowledges that the tenant has received a copy of the lease and that the tenant understands all the conditions and requirements stated in this lease.

The parties here to have executed this agreement on the date first above written.

Tenant _____ Print Name: _____

ITALSTORAGE

By: _____ Print name: _____

I have authority to bind the corporation

INTENT TO VACATE

Must be received by ITALSTORAGE 15 days prior to vacating unit in order to avoid forfeiture of security deposit.
Notice may be emailed, mailed or deposited in the drop box.

Date: _____

Unit Number: _____

To whom it may concern:

You are hereby advised the undersigned will vacate the storage unit listed above by _____. I agree that I will leave the unit swept, empty, and in good condition. If I fail to vacate by the above date the landlord shall have the right to change the lock and dispose of any contents of the unit without notice and without any compensation whatsoever to the tenant.

Tenant Signature _____ Tenant Name _____

Company Name _____

Forwarding Address (if applicable) _____

City, Province, Postal Code _____