

## TERMS OF AGREEMENT

**USE OF STORAGE SPACE:** The Space ("Space") assigned to the Renter shall be used by the Renter for storing the Renter's recreational vehicle ("RV") in accordance with the Renter's Obligations. The Renter shall not at any time use the Space as a Mobile Home/Camp Site.

### Renter Privileges

The Renter shall have access to his or her RV Monday to Sunday, 8:00 AM to 10:00 PM as long as their account is in good standing.

### Renter Obligations

The Renter shall pay the total Monthly Rental Amount and all other charges ("Other Charges") when the same become due. Other Charges will include, but are not limited to, NSF charges, third party repair or contracting bills, maintenance costs, or any other expense incurred pursuant to the terms described in this Rental Agreement.

The Renter shall not interfere in any significant way with the rights of other renters on the premises.

The Renter shall not perform any illegal acts or carry on any trade, business or occupation on the premises.

The Renter shall not endanger persons or property on the premises.

The Renter shall not make any repairs, alterations, replacements or improvements to any part of the Space or premises without exception. Damage caused by the Renter will be repaired by a third-party contractor at Heatherdown RV Storage's discretion. Any such repairs will be billed to the Renter as Other Charges.

The Renter shall at all times during the term of this Rental Agreement (the "Storage Term"), at its sole cost, keep and maintain in a clean and tidy manner and in good order the whole of the Space.

The Renter shall at the expiration of the Storage Term, deliver vacant possession of the Space to Heatherdown RV Storage in a clean and tidy condition.

The Renter shall not keep, use or store in or upon the Space any firearms, explosives, toxic chemicals, or any article which may be prohibited by any fire insurance policy in force from time to time covering the premises. This does not include household chemicals and propane or other fuels as part of the vehicle or trailer which are allowed.

i) The Renter shall not allow his or her RV to extend outside of the area designated as his or her Space.

The Renter represents and warrants that he or she is in lawful possession of all goods stored in or on the Space.

The Renter represents and warrants that he or she is in lawful possession of all goods stored in or on the Space. The Renter AGREES TO ADVISE HEATHERDOWN RV STORAGE IN WRITING OF THE FULL NAME AND ADDRESS OF ANY PERSON OR CORPORATION OTHER THAN THE RENTER WHO HAS AN INTEREST IN ANY OF THE GOODS STORED IN OR ON THE SPACE. Heatherdown RV Storage may require the Renter to advise, in writing, of the name of any person authorized by the Renter to have access to the Space. The Renter shall be legally responsible for any damage, loss or injury caused by any person brought onto the premises by the Renter, or visiting the Space with the Renter's permission. Access to the site implies that any owner wishing can remove their RV at their discretion.

### SALE OF RENTER'S GOODS/RV IN THE EVENT OF DEFAULT

If Heatherdown RV Storage has not received payment of the Rental Amount, or any other charges ("Other Charges") that may become due pursuant to this Rental Agreement, on or before the Due Date, then the Renter will be considered to be in default until such time as Heatherdown

RV Storage has received payment of all outstanding Rental Amounts and/or Other Charges. When the Renter is in default, Heatherdown RV Storage may place a second padlock on the RV and the Renter shall not be entitled access to his or her RV and the RV will not be moved off the Space until the Renter is no longer in default. Under no circumstances may the Renter remove any goods from the RV or move the RV from its Space while the Renter is in Default. The Renter agrees that if the Renter is in default, Heatherdown RV Storage may sell the goods or RV in the Space according to the procedure for sale of goods subject to a lien set out in the Warehouse Lien Act [RSBC 1996] Section 2 provided that Heatherdown RV Storage reasonably believes that the public auction sale of the goods in the Space would not exceed the costs associated with such sale, Heatherdown RV Storage may sell or otherwise dispose of the goods in any manner it sees fit.

### 3. ENVIRONMENTAL MATTERS

Any environmental contamination of the Space occurring during the Storage Term as a result of the Renter's use of the Space will be remedied at the sole cost and expense of the Renter.

**4. RELEASE AND INDEMNIFICATION** OF Heatherdown RV Storage, all property kept or stored in the Space shall be so kept or stored at the risk of the Renter. The Renter releases the Heatherdown RV Storage from every claim it has or might have in connection with anything that has occurred or might occur on or in connection with the Space. The Renter shall also indemnify Heatherdown RV Storage and save it harmless from any and all loss (including loss of fee and other amounts payable by the Renter pursuant to this Rental Agreement) claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Rental Agreement, or any occurrence in, upon or at the Space, or the occupancy or use by the Renter of the Space or any part thereof, whether or not Heatherdown RV Storage, its agents, servants, employees or other persons for whom it may be in law responsible, are negligent. If Heatherdown RV Storage shall, without fault on its part, be made party to any litigation commenced by or against the Renter, the Renter shall protect, indemnify and hold Heatherdown RV Storage harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Heatherdown RV Storage in connection with such litigation. Heatherdown RV Storage in this Paragraph 4 means the party of the first part of this Rental Agreement, and includes the owners of (i) the freehold, and (ii) the owners, if any, of the leasehold title of the lands within and comprising the Storage Centre, as well as all of their respective officers, directors, employees, agents and contractors.

### 5: ASSIGNMENT OR SUBLETTING

The Renter shall not assign this Rental Agreement in whole or in part, nor sublet all or any part of the Space, not permit any other person, firm or corporation to use or occupy the Space without the prior written consent of Heatherdown RV Storage, which consent may be arbitrarily or unreasonably withheld.

**6. RULES AND REGULATIONS** Heatherdown RV Storage may make, from time to time, rules and regulations with respect to the Space and the Renter shall comply with and observe them if it receives notice of them, or ought reasonably to be aware of them.

**7. NOTICES** All notices, demands, requests or other instruments which may or are required to be given under this Rental Agreement will be in writing and deemed to have been received five (5) Business Days after the post-marked date thereof if sent by registered mail, the next Business Day following transmission if sent by fax, or at the time of delivery if hand delivered (including pre-paid courier), and will be addressed as follows:

Heatherdown RV Storage  
c/o RR 3 Site 302 Comp 88  
Onoway, Alta  
T0E 1V0