

YELLOWHEAD SELF-STORAGE
MOBILE MINI STORAGE
20412 – 118 A Ave. N.W.
Edmonton, AB T5S 2S7
Phone: (780) 455-4060
Fax: (780) 455-9617
Email: manager@yellowheadselfstorage.ca

ACCOUNT#: _____

MOBILE MINI STORAGE LEASE AGREEMENT

NAME: _____ PHONE: _____

ADDRESS: _____ P.C. _____

I.D. _____ Emerg. Contact _____ Phone: _____

(Hereinafter called the "TENANT") does hereby rent from YELLOWHEAD SELF-STORAGE (hereinafter called the "LANDLORD"), Container No. CT_____, On a month to month tenancy (**One Month Minimum**) commencing on the _____ day of _____, 20____, at a monthly rental of \$_____ per month (GST Included) **PAYABLE IN ADVANCE** on the first day of each month of tenancy (meaning the monthly period on which the tenancy is based and not necessarily a calendar month.)

Upon execution of this lease, the tenant shall pay to the landlord a delivery charge of \$_____ (GST Included) Per Container, for delivery and/or pickup and again for redelivery and/or pickup in the City Of Edmonton and or Surrounding Areas Or A combination Of Both (City and/or Surrounding Areas).

This lease is expressly subject to the terms and conditions as set out below.

TERMS AND CONDITIONS

1. It is the **tenant's responsibility to insure its property against loss** while stored in the storage unit, whether or not the unit is located on the Landlords premises, or elsewhere.
2. The tenant acknowledges that it has inspected the storage unit and has deemed it satisfactory for the tenant's purposes.
3. The tenant will not assign this lease, or sublet the unit.
4. The tenant shall give the Landlord a minimum of 48 hours' notice prior to accessing the storage unit, if stored at the landlords premises. The Landlord will permit access to the storage unit only to those persons designated in this Agreement as being entitled to such access.
5. The tenant will use the unit solely for the purpose of storing personal/business property and for no other purpose whatsoever and that the Tenant represents that it is the owner of all property stored in the unit, or if not the owner, that any property stored in the unit is stored under the authority of the actual owner.
6. The tenant will not use the storage unit for any unlawful purpose, nor will it keep in the unit anything that is toxic, corrosive, flammable, or of an explosive nature. The tenant will not keep animals; refuse, garbage or any substance emitting noxious or offensive odors, or anything which will create a nuisance or which may in any way damage the unit.
7. The tenant will not use the unit for mechanical, fabrication, manufacturing, assembly, or any other related work, and the tenant will not affix to the unit or any part of the premises hooks, screws, nails, shelving, signs, notices, lettering, advertisements, or anything whatsoever.
8. **All the property stored by the tenant will be at the tenant's sole risk.** The tenant hereby agrees to indemnify the landlord and hold him harmless from any loss or damage, expense, or claim, arising out of the tenant's act or omission to act; and the landlord will not be liable to the tenant for any loss or damage that may be occasioned by or through the act of the landlord, or any other person.
9. **The tenant is aware and acknowledges that temperature and humidity variations may cause condensation to occur within the storage unit, and accepts responsibility for any damage that may occur to its property as a result thereof.**
10. The tenant will provide at his cost and expense a lock of sufficient size and strength to secure the storage unit.
11. The tenant agrees that the landlord or his agent may at any time enter the unit to inspect the same or make repairs. In the event of an emergency, the landlord may enter the unit using whatever force necessary.
12. The tenant will abide by all rules and regulations posted by the landlord, and are aware that rules, regulations and prices may be subject to change without notification of the tenant.

13. The landlord may terminate this lease at any time upon giving the tenant thirty (30) days notice in writing. Notice to the tenant shall be deemed to have been given five (5) clear days after being sent, by registered mail, to the tenant's address on this lease.
14. In order to terminate this lease, the tenant **MUST** give the landlord notice in writing **2 weeks prior to vacating** said unit in order to book a redelivery time.
15. Upon expiration of this lease for whatever reason, the tenant will give up possession and will leave the unit in as good and clean a condition as it was at the beginning of the lease, reasonable wear and tear and loss of fire not caused by the tenant excepted.
16. In the event that the tenant is in default under this lease, the landlord will have the right to lock the unit and or remove the unit back to the landlord's property until such time as the default has been remedied. The parties agree that the locking out of the unit by the landlord shall **not** constitute forfeiture of the lease or seizure of the contents.
17. The tenant is aware that **the landlord does not invoice, unless requested by the tenant**, and that all rent payments, regardless of length of occupancy, are payable in advance on a month to month basis, and as such are due on the first day of each month of tenancy.
18. All monies, which may become due and payable under this lease, will be deemed to be rent and recoverable as such.
19. If the tenant fails to pay any month's rent on its due date, a late charge of \$5.00 will be levied five days after the due date, and a like charge in each subsequent month that the rent remains unpaid.
20. If the tenant fails to remedy such default within **twenty (20) days**, the tenant's unit may be locked out or removed by the landlord until such time as full payment, including **a \$5.00 lock out charge** and late charges have been made, by cash or certified cheque.
21. In the event the tenant is in default under this lease for any reason whatsoever, (including but not limited to, failure to notify the landlord with any change of address, phone # or contact information) and the tenant fails to remedy such default within **thirty (30) days** of the date of such default, the landlord may, at its option and without further notice to the tenant, terminate this lease, and whether or not this lease has been terminated, the landlord will have the right to do any or all of the following:
 - a. **Forcibly enter or remove the unit and take possession of the unit**, removing the contents thereof, and
 - b. **Sell the contents** of the unit either by public **auction** or private sale and apply the proceeds toward monies owing under this lease, and forward the balance, if any, to the tenant at his address above noted.
 - c. Distrain for any monies owing under this lease.
22. If the landlord has entered the unit, and if the landlord sells the contents of the unit, the tenant shall pay, in addition to all other sums due hereunder, and administrative selling charge of \$30.00.
23. In the event the landlord elects to obtain the services of a solicitor to enforce any of the provisions of this lease, or to collect any monies owing hereunder, the tenant agrees to pay all legal costs and solicitor's fees on a solicitor and his own client basis, in addition to any monies owing hereunder.
24. The covenants contained in this lease will extend and be binding upon the parties, their heirs, executors, administrators, and assigns. Words importing singular, masculine, feminine or neuter shall be interpreted as the context of this Agreement may require.
25. Upon delivery of a storage unit to the Tenant's designated location, the Tenant will ensure that the unit is loaded with the load spread out evenly (heavy objects in the middle) and for the unit to be left at said premises, that the following conditions apply: 1 The Units cannot exceed a maximum weight of 12,000 lbs (over weight charges will apply at the tenants cost). 2 That the area must meet the requirements of 18' wide and 24' long to accommodate the door openings for the unloading of the containers. 3 That the area for the container to be unloaded at be level and free of restrictions as to height limitations (15' or greater) and or the blocking of common areas.
26. The Tenant acknowledges that the contents of the unit may shift during handling by the Landlord, and accepts responsibility for the packing and securing of the contents, also the containers that are unloaded at said premises might cause damage to but not limited to driveways, grass or personal property and releases the Landlord from liability for any damage occurring as a result of the transport, unloading, loading and/or moving of the unit.

Executed this _____ day of _____, 20_____.

Site Manager

I have read and understood the above lease and agree to abide by its contents.

Tenant