

# RENTAL & SERVICE AGREEMENT

This agreement between PackEdge Portable Moving and Storage "Lessor" and the below named "Tenant" is to outline the responsibility of both parties for their mutual acknowledgement and benefit.



This rental agreement is made on this 20th day of December 2010 by and between PACKEDGE PORTABLE MOVING AND STORAGE and I. I. (Tenant), whose name, residence, and alternate addresses are set forth on the attached Transaction Summary incorporated herein by reference, for the purpose of leasing or renting a self contained portable storage Container for the transportation and storage of commercial, household goods and personal effects only, and as hereinafter more fully described.

## Tenant Information

Name: I. I. \_\_\_\_\_  
Phone: (Home) \_\_\_\_\_  
Phone: (Cellular) \_\_\_\_\_  
Email: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_

## RENTAL COST:

Rental cost is as shown below and is per 4 weeks (28 days) or per any part of 4 weeks commencing on the date shown.

Rental Cost: \$0.00 Term Commences: 20/ December / 2010

REFER TO INVOICES FOR OTHER ASSOCIATED CHARGES/FEES.

X Please initial here \_\_\_\_\_

**1. Container** Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) as identified on the attached Transaction Summary. Tenant has the option to store the Container(s) with Lessor at the "Facility" or have the Containers remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor Facility, Tenant shall have access to the Container(s), only during specified hours which are normally 8:00 am to 5:00 pm local time, by giving 24 hours advance notice to Lessor. Should Tenant elect not to store the Container(s), at the Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Transaction Summary. Tenant has examined the Containers(s) or will have the opportunity to do so before its use, and acknowledges and agrees, that the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Transaction Summary whenever Lessor deems it necessary to enforce any of Lessor rights pursuant to this Rental Agreement or pursuant to any municipal, provincial, or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owners(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

**2. Term** The term of this Rental Agreement shall be 4 weeks beginning as of the date first above written and shall continue on a weekly basis tenancy until terminated. The initial 4 week rental shall be due in advance on the date first above written and subsequent 4 week rentals shall be due in advance on the 4 week anniversary from the date first above written. Tenant must pay to Lessor each 4 week rental in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. The minimum rental period shall be FOUR (4) weeks. Tenant will not be entitled to a refund of any paid rent for the first 4 week rental period under any circumstances, whether or not the storage container(s) continues to be in use by Tenant or whether Tenant elects to have container(s) picked up by Lessor prior to the end of the first 4 week rental period. If Tenant elects to terminate this Rental Agreement after the first 4 week rental period has passed, he/she will be entitled to Pro Rate of the unused funds. Paid storage material rental fees and any other non-container-rental charges are NOT refundable. The 4 week rental amount may be increased by Lessor giving notice to Tenant not less than THIRTY (30) days prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in full force and effect regardless of any such rental increase.

**3. 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. 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 Lessor 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 Rental Agreement.

**4. Rental and Fees** All Rents with applicable sales tax (GST) shall be due and payable in advance as defined herein. Late charges shall be assessed if fees are paid after a payment due date These fees will be: \$5.00 on the 7th day at this point the unit is over locked and access is restricted, \$15.00 on the 15th day, \$5.00 on the 35th day and \$45.00 Bailiff Fee on the 45th days delinquent. After 45 days delinquent the unit will be assessed for public auction, with written notification. Furthermore, Tenant hereby authorizes Lessor to charge Tenant's credit card for any rent or fees due if Tenant is delinquent for more than THREE (3) days even if Tenant has selected another method of payment. Tenant will pay a \$75.00 fee for NSF Cheques and/or for credit card processing problems (over-limit, NSF, cancelled card, etc.). The tenant also agrees that rental increases may take effect during the rental term.

**5. Use of Container and compliance with law** Tenant shall NOT use the container(s) for the storage of hazardous materials or of any other property whose storage in such container(s) is in violation of any law or ordinance in effect at the place where the container(s) is/are located. Tenant specifically acknowledges that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for HUMAN AND/OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED Tenant agrees to pay the cost of remediation of any damage to the container(s) resulting from the storage of any such property, or any other property, in the container(s) whether such damage be physical in nature or otherwise. Only property that Tenant has ownership of shall be stored, and Tenant will not store property that is claimed by another or in which another has any right, title, or interest. Tenant shall not store any food or perishable goods, Hazardous Materials such as flammable materials, fuel, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Containers(s) which would result in the violation of any applicable municipal, provincial or federal law or regulation, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. Tenant shall not use the Containers (s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other Tenants in the Facility. Tenant agrees that the Container(s) and the Facility are not suitable for the storage of 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 Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

X Please initial here \_\_\_\_\_

**6. User Agreement Changes** The user hereby gives the transfer all unpaid charges, fees, etc....accrued by the user or in the user's name, account #XXXXXXXXXX expiry date xx/xx.

X Please initial here \_\_\_\_\_

**7. Packing, Packaging and weight restrictions** Tenant acknowledges and assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; that the maximum weight of Tenant's property shall not exceed 8,500 pounds in a 16' container. A \$250.00 fee will apply if weight limit has exceeded 8,500 pounds. Tenant further acknowledges that Lessor shall not be liable for any damage to Tenant's property for any reason, whether damage occurs while unit is stored at Tenant or Lessor's location, or for damage occurring during moving of Container(s) or during over the road transportation, or when Container(s) is moved by Lessor for Tenants failure to make required payments to Lessor. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

X Please initial here \_\_\_\_\_

**8. Insurance** All property is stored by tenant's sole risk, and all property and contents insurance is tenant's sole responsibility. In the event that Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the Container(s), Tenant personally assumes all risk of loss or damage to or theft of Tenant's property however caused including without limitation, 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 or Lessor's Agents arising directly or indirectly in any way from any matter or thing placed in a Container by Tenant. Tenant agrees that Lessor does not list, review or inspect the contents of the Container(s), nor has interest in or concern with the value, quality or type of goods stored in the Container(s) pursuant to this agreement. Lessor and 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, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents for the Release Claim herein. Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not subordinate any claim of Tenant against Lessor or Lessor's agents. Consequently, (if self insured and no insurance coverage is purchased) the contents will be deemed to have a value of no more than sixty (60) cents per pound per article or less. Tenant acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

X Please initial here \_\_\_\_\_

**9. Placement of Storage Container** Lessor will normally attempt to place container(s) on a paved surface or driveway. Tenant understands that the designated container "parking" area must have adequate height, depth, width and maneuvering space. Tenant acknowledges that it may be necessary for Lessor to move vehicle and container(s) on lawn or other unpaved area in order to place container(s) in the parking area designated by Tenant. Tenant hereby relieves Lessor from any responsibility for property damage that occurs from placement or maneuvering of the container(s). Tenant acknowledges that it may be necessary for Lessor to refuse to place container(s) at Tenant's designated parking location when Lessor identifies lack of safe or risk free conditions, and Tenant acknowledges that Lessor may levy a surcharge for difficult placement of container(s). In the event that the Lessor is unable to place the container(s) at the Tenants desired location, the Tenant agrees to pay the regular drop of fee for the work attempted.

**10. Alterations, modifications and movement** Tenant shall not make any alterations, modifications or attachments to container(s) without the prior written consent of Lessor. Tenant shall not move container(s) from the location where it is placed by Lessor without the prior consent of Lessor in writing.

**11. Access to container and scheduling a move** Tenant will provide a valid driver's license number or other valid personal identification to Lessor at time of initial rental of Container(s). This number will be used to identify Tenant for Tenant to gain access to Lessor's designated storage location and to the rented container(s). This identification shall be given by Tenant to Lessor when requesting access or when scheduling a move or delivery of Container(s). Tenant agrees Lessor shall have the right to refuse access to any person who does not provide the correct access identification.



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**12. Limitation of liability** Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any loss, damage, claim, liability or injury from any cause, including, without limitation, Lessor's and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law.

**13. Indemnification** Tenant shall indemnify, defend and hold Lessor, Lessor's Agents and their respective officers, directors and employees harmless from any loss in any manner whatsoever that may arise out of Tenant's use of the Container(s) or of Lessor's designated storage location.

**14. Lock** A suitable lock shall be provided by Tenant at Tenant's expense. Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. All container(s) must be locked prior to Lessor moving them.

**15. Change of address or phone number(s)** Tenant shall give notice to Lessor of any change of address and/or phone number(s) different from the address and/or phone number(s) provided in this Rental Agreement within FIVE (5) days of the change, providing current address and phone numbers.

**16. Right to enter, inspect and repair container** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 19. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, municipal, provincial or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean up, removal or restoration work required by any applicable municipal, provincial or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

**17. Termination by tenant** Tenant may terminate this Rental Agreement at the expiration of any term by giving of 3-business-day notice to Lessor. Tenant hereby acknowledges that the minimum rental term for the container(s) is FOUR (4) weeks, and no refund of rents shall be made should Tenant elect to terminate the Rental Agreement before the first 4 week rental period has expired. If Tenant elects to terminate this Rental Agreement after the first 4 week rental period has passed, he/she will be entitled to Pro Rate of the unused funds. Paid storage material rental fees and any other non-container-rental charges are NOT refundable.

**18. Termination by lessor** Lessor may terminate this Rental Agreement at any time by delivering to the Tenant not less than 7 days notice of such cancellation which may be delivered by hand, by e-mail, by fax or by registered mail to the Tenant. The termination of this Agreement by Lessor will not affect Lessor's right to pursue any remedy available to Lessor under this Rental Agreement or otherwise available to Lessor under law.

**19. Default** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- (a) Tenant shall abandon the Container(s); or,
- (b) Tenant shall fail to pay any installment of the rent due under this Rental Agreement; or,
- (c) Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant.

**20. Remedies upon even of default** If an event shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedies or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE LEGAL FEES AND OTHER EXPENSES.) Lessor may immediately terminate the Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may immediately, without prejudice to any other remedy which it may have for possession or arrears in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being made liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to rent the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 18, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

**21. LESSOR'S LIEN.** TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S), TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE TENANT FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN COMMERCIAL TENANCIES ACT, REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO AND CUMULATIVE THEREWITH. SHOULD TENANT DEFAULT IN THE PAYMENT WHEN DUE OR ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT, LESSOR MAY SEIZE AND DISPOSE OF TENANT'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED UNDER COMMERCIAL TENANCIES ACT, REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO AND CUMULATIVE THEREWITH. NOTICE SHALL BE DELIVERED TO TENANT OF ANY SUCH SURPLUS OR DEFICIENCY, AND ANY SUCH SURPLUS SHALL BE DISPOSED OF AS REQUIRED BY LAW, AND TENANT SHALL PAY ANY DEFICIENCY FORTHWITH. FOR THE PURPOSES HEREOF, ANY NOTICE REQUIRED TO BE DELIVERED TO TENANT BY LESSOR SHALL BE DEEMED TO HAVE BEEN DELIVERED WHEN RECEIVED, IF DELIVERED IN PERSON, OR WHEN SUCH NOTICE IS ADDRESSED AND MAILED TO TENANT POSTAGE PREPAID TO THE ADDRESS PROVIDED BY TENANT IN THE RENTAL AGREEMENT OR AT SUCH OTHER ADDRESS AS TENANT SHALL HAVE NOTIFIED LESSOR BY GIVING WRITTEN NOTICE TO LESSOR AT THE ADDRESS SPECIFIED FOR LESSOR IN THIS RENTAL AGREEMENT.

**22. Condition of Container upon termination** Tenant shall remove all of Tenant's property from the container(s) upon termination for any reason, unless such property is subject to Lessor's lien rights described herein, and shall immediately surrender container(s) to Lessor in the same condition as when delivered to Tenant by Lessor at the beginning of this Rental Agreement, reasonable wear and tear excepted. Tenant must sweep and remove all debris from container(s) or a cleaning and/or debris disposal fee will be added in addition to any other charges.

**23. Notices** Any notices or demands required to be given under the terms of this Rental Agreement, except as otherwise specifically provided, may be personally served or may be served by first class or registered mail, with postage prepaid and addressed to the party to be served. Any notice sent by first class mail shall be deemed delivered on the third business day following the date of mailing with postage thereon fully prepaid and addressed in accordance with the provisions hereof. For the purposes hereof, any notice required to be delivered to Tenant by Lessor shall be deemed to have been delivered when received, if delivered in person, or when such notice is addressed and mailed to Tenant postage prepaid to the address provided by Tenant in this Rental Agreement or at such other address as Tenant shall have notified Lessor by giving written notice to Lessor at the address specified for Lessor in this Rental Agreement.

**24. Local ordinances and regulations** Tenant's use of container(s) is subject to county, city, provincial and federal ordinances, rules and regulations including deed and homeowner restrictions. Tenant assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Tenant's use of the container(s). If the container(s) is/are required to be moved by a governing agency or authority from Tenant's property or assigned location for the container(s), Lessor will attempt to notify Tenant of such requirement. Tenant hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Tenant's property. If Tenant is renting or leasing the property where the container(s) is/are located, other than property owned by Lessor, and the landlord of that property requests that the container(s) be moved or relocated, Tenant hereby gives Lessor full authority to comply with landlord's request, absolves and holds Lessor harmless from any liability for any resulting damage to landlord's or Tenant's property, and Tenant assumes full responsible for all cost incurred.

**25. Independent status** Tenant hereby acknowledges and agrees that Lessor is an independent owner and operator of the business. Tenant acknowledges and understands that Lessor is part of an independent system of dealership operators of PackEdge businesses and that PackEdge Portable Moving and Storage is neither liable nor responsible for performance under this Rental Agreement in any respect or manner whatsoever.


**26. Assignment** Tenant shall not sublet or assign the container(s) or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant, and by such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

**27. Time and Succession** Time is of the essence of this Rental Agreement. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

**28. Construction/Servability** This Rental Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision of this Rental Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Rental Agreement shall continue in full force and effect.

**29. Entire Agreement** This Rental Agreement sets forth the entire agreement between the parties hereto and supercedes any and all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Tenant is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Rental Agreement may only be amended in writing agreed to and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement and agree to be bound by all of the provision of this Rental Agreement including the provisions contained on the previous page.

Name: <u>J. I.</u>	 Accepted By: _____ Title: _____ Container Number: _____ Date: _____
Phone: _____	
Print Name: <u>J. I.</u>	
Signature: _____	
Date: _____	



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