

BUSINESS RENTAL AGREEMENT

Reference# _____



PH: 416-231-9100 FAX: 416-231-7517
 90 North Queen Street, Etobicoke, Ontario
 www.storstac.com

CUSTOMER INFORMATION

DATE:	SALES REP	EMAIL ADDRESS:		
COMPANY NAME:		PHONE #:	CONTACT NAME:	
MAILING ADDRESS		FAX #:	ALTERNATE CONTACT:	ALT CONTACT PHONE #:
		CITY/TOWN:	PROVINCE:	POSTAL CODE:
METHOD OF INVOICING:				
EMAIL TO ABOVE ADDRESS <input type="checkbox"/> EMAIL TO ALT ADDRESS (PLEASE PROVIDE HERE) _____				
MAIL TO ABOVE ADDRESS <input type="checkbox"/> MAIL TO ALT ADDRESS (PLEASE PROVIDE HERE) _____				
COMMENTS:				

PAYMENT INFORMATION**PAYMENT TERMS**

PREPAID WITH CREDIT CARD AUTH FOR MONTHLY PMTS ELECTRONIC FUNDS TRANSFER (MUST COMPLETE EFT FORM)

CREDIT TERMS ARE ONLY AVAILABLE UPON APPROVAL WITH A MINIMUM ORDER OF 10 CONTAINERS

PAYMENT BY CREDIT CARD	VISA <input type="checkbox"/> MASTER CARD <input type="checkbox"/> AMEX <input type="checkbox"/>	EXPIRY DATE:	CCV#:
CREDIT CARD NUMBER:	You hereby certify that you are the primary Cardholder or an Authorized User of the credit card listed above (1) The initial delivery fee, (2) all storage fees (3) any additional delivery charges (4) any additional charges including damages upon return of container (5) all monthly rental fees.		
NAME ON CREDIT CARD:	SIGNATURE OF CARD HOLDER: X		
I HAVE READ THIS RENTAL AGREEMENT CAREFULLY AND I FULLY UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT.			
CUSTOMER NAME:	SIGNATURE OF CUSTOMER: X		

TERMS AND CONDITIONS

Storstac, Inc. (the "Company") agrees to lease to _____ (the "Customer") whose name and address appear on the first page of this Agreement and Customer agrees to lease from Company those self-contained portable storage container(s) identified above.

This Agreement is for Business use only and is not intended for Personal use.

1. **Term.** This Agreement shall be for a period of 28 days beginning as of the date first written above and at the end of each 28 day period this Agreement shall automatically renew for additional 28 day periods until terminated in accordance with section 12 or 13 herein.
2. **Rent.** Payment for the first and last 28-day periods ("Rent") shall be due in advance of the date first written above and payment for subsequent 28 day periods shall be due in advance of every 4 week anniversary from the date first written above unless otherwise indicated under payment terms (above). The minimum rental period shall be 28 days. Customer shall not be entitled to a refund of any Rent paid for any part thereof, whether or not the storage container(s) continue(s) to be in use by Customer or whether Customer elects to have container(s) picked up by Company prior to the end of the Term. Storage material rental fees and any other non-container-rental charges are not refundable. The Rent amount may be increased by Company giving notice to Customer not less than twenty-eight (28) days prior to the effective date of such an increase. All terms and conditions of this Agreement shall remain in full force and effect regardless of any such rental increase.
3. **Additional Fees and Expenses.** All Rent with applicable sales tax shall be due and payable in advance as defined herein. A late charge of \$25.00 shall be paid by Customer if Rent is received by Company later than two (2) days following due date in any given rental period.

Delinquency by Customer in the payment of Rent or other charges due under this Agreement for more than three (3) days shall require that Customer pay a lien processing charge of \$75 for costs incurred upon Company for the delinquent account, including any lien sale costs, whether or not a lien sale occurs. Furthermore, Customer hereby authorizes Company to charge Customer's credit card for any amount due if Customer is delinquent for more than three (3) days even if Customer has selected another method of payment. Customer will pay a \$75.00 fee for credit card processing problems (over-limit, cancelled card, etc.). All overdue accounts shall bear interest at the rate of 24% per year.

Customer agrees to pay transportation charges including the initial delivery charge and pick-up charge as indicated above, regardless of manner or timing of termination of this Agreement.

4. **Use.** Only that property that Customer has ownership of or is an authorized agent of shall be stored in the container(s), and Customer shall not store property which is owned by another or in which another has right, title or ownership interest. No perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials shall be stored by Customer. Customer shall not use the container(s) to store any irreplaceable books, records, writings, works of art, heirlooms, precious archives, jewelry, or other such items or items for which there is no immediate resale market, or for objects having emotional value or records relating to the stored goods. Customer acknowledges that the container(s) is/are for storage of personal property only and may not be used for human or animal habitation. Customer 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. Customer 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 is physical in nature or otherwise.

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

The container(s) is/are rented with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Title to and ownership of the container(s) shall at all times rest with the Company. This Agreement does not convey any ownership interest to Customer.

Customer acknowledges that a maximum weight of Customer's property contained in the container shall not exceed 8,000 pounds (3,600 kilograms).

Please Initial

TERMS AND CONDITIONS (CON'T)

5. **Insurance.** Customer agrees to maintain insurance for the full replacement value of the container(s) for the duration of the Term naming Company as additional insured and agrees to provide a Certificate of Insurance to Company on request. This requirement to insure shall not limit the liability of Customer to Company of the full replacement value of the container(s) in the event of damage or loss.
6. **Alteration.** Alterations, modifications and movement. Customer shall not make any alterations, modifications or attachments to container(s) without the prior written consent of the Company. Customer shall not move container(s) from the location where it is placed by Company or Company's agents or where it is placed by the Customer as per the Agreement without the prior written consent of Company.
7. **Location.** Customer acknowledges and agrees that the container(s) shall not be moved from the location specified in this Agreement without having obtained prior written approval from Company. Such approval shall in all cases relate only to a move from one location to one other location which has been clearly identified and described in writing to Company. For greater clarity, any approval granted by Company shall in no event be applicable to container moves other than the move specifically approved.
8. **Fitness.** Customer has inspected the container(s) and acknowledges that the container(s) is/are satisfactory for the intended use by Customer. The container(s) may be used by Customer for storage either at an address designated by Customer or at Company's storage property as follows:
 - 8.1 If at the above address, Customer hereby authorizes Company to enter upon the property herein designated by Customer whenever Company deems it necessary to enforce any of Company's rights. Customer hereby warrants to Company that Customer has ownership of said property or is an authorized agent of the owner of such property, and that Customer has the right and authority to permit Company's unrestricted entry upon such property as described herein.
 - 8.2 At Company's storage property located in Company's designated service area, Customer shall have access to the storage container(s) at Company's storage property only during specified hours - which are normally 8:00 a.m. to 5:00 p.m., Monday through Friday, by giving at least 3 business days' notice.
9. **No Warranty.** The Company does not warrant that the container(s) is/are fit for any specific purpose or use.
10. **Limitation of Liability.** All property stored by Customer is stored at Customer's sole risk and responsibility and any insurance is Customer's sole responsibility. Customer assumes all risk of loss, including, but not limited to, damage or loss by burglary, fire, vandalism, vermin, water, dampness, mold, mildew, etc. Customer understands and agrees that Company does not list, review or inspect the contents of the container(s). Company and Company's agents, affiliates, authorized representatives and employees shall not be responsible for any loss, liability, claim, expense, damage to property or injury to persons including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Company or Company's agents for the released claims herein. Customer expressly agrees that the carrier of any insurance obtained by Customer shall not subrogate any claim of Customer against Company or Company's agents. Company shall not be liable for any damage to Customer's property for any reason whether occurring during over the road transportation when the container(s) is/are moved by Company, for failure of payment by Customer, or in any other manner.

Customer hereby relieves Company from any responsibility for property damage that occurs from placement or maneuvering of the container(s). Customer understands that there will be additional charges for rotating a container or moving a container once placed in position. On-site delays such as waiting of authorized personnel, poor site conditions, site not ready to receive container, etc.

Customer assumes full responsibility and liability for packing Customer's property and packing Customer's property into container(s) and removing property from container(s). Customer assumes responsibility for securing and tying down property for transportation. Customer further acknowledges that Company shall not be responsible or liable for any damage to Customer's property for any reason, whether damage occurs while unit is stored at Customer or Company's designated location, or for damage occurring during moving of container(s) or during over the road transportation, or when container(s) is/are moved by Company for Customer's failure to make required payments.
11. **Indemnification.** Customer shall indemnify and hold Company and Company's agents harmless from any loss in any manner whatever that may arise out of Customer's use of the container(s) or of Company's designated storage location.
12. **Default.** If Customer fails to make any payment of amounts payable herein when such payment becomes due and/or if Customer defaults in the performance of any of its other obligations hereunder, and such non-payment or other default continues for a period of seven (7) days, then all unpaid Rent and all other amounts payable hereunder shall be forthwith due and payable in their entirety and Company shall have the right, at its election, at that time or at any time while such default continues, to terminate this Agreement, in which case Customer shall immediately surrender container to Company. Should Customer refuse or fail to surrender container to Company, Company may enter upon Customer's property and take possession of container, and Customer's property stored in the container, and expel or remove container without being liable for prosecution or any claim of damages. Customer hereby agrees to pay Company on demand for the amount of all loss and/or damage that Company may incur by reason of termination, whether because of inability to lease the container on satisfactory terms or otherwise, including but not limited to, legal fees on a substantial indemnity basis. Company's application of the remedies hereto shall not preclude Company from his/her right to seek any other remedies provided for under the applicable laws of the province of Ontario or under this Agreement.
13. **Storage Lien.** Customer hereby grants to Company a contractual Company's lien upon all property, now or at any time hereafter stored in the container(s) to secure the payment of all Rent or other charges payable by Customer under the terms and conditions of this Agreement. Said Company's lien shall not limit or preclude Company from any other liens or remedies provided by law to secure and collect Rent, including the lien as set forth in the *Commercial Tenancies Act* or *Repair and Storage Liens Acts* of the province of Ontario. Should Customer default in the payment when due or any installment of Rent or other charges due and payable in accordance with this Agreement, Company may seize and dispose of Customer's property. Notice shall be delivered to Customer of any such surplus or deficiency, forthwith. For the purposes hereof, any notice required to be delivered to Customer by Company shall be deemed to have been delivered when received, if delivered in person, or when such notice is addressed and mailed to Customer postage prepaid to the address provided by Customer in the Agreement or at such other address as Customer shall have notified Company by giving written notice to Company.

Please Initial

TERMS AND CONDITIONS (CON'T)

- 14. Termination by Customer. Customer may terminate this Agreement at the expiration of any 28 day period by giving of 3 business days' notice to Company.
- 15. Termination by Company. Company may terminate this Agreement at any time by delivering to the Customer notice of termination which may be delivered by hand, by e-mail, by fax or by registered mail to the Customer. The termination of this Agreement by Company will not affect Company's right to pursue any remedy available to it under this Agreement or otherwise available to Company under law.
- 16. Return. Customer shall remove all of Customer's property from the container(s) upon termination for any reason, unless such property is subject to Company's lien rights described herein, and shall immediately surrender container(s) to Company in the same condition as when delivered to Customer by Company at the beginning of this Agreement, reasonable wear and tear excepted. Customer 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. Customer agrees to be responsible for and pay the Company for any costs associated with the repair, replacement (at full replacement value), cleaning or other remediation of containers that have been subject to damage, loss or unreasonable wear and tear, or use.
- 17. Change of Address and Phone Numbers. Customer shall give notice to Company of any change of address and/or phone number(s) different from the address and/or phone number(s) provided in this Agreement within five (5) days of the change.
- 18. Assignment. Customer shall not sublet or assign this Agreement or the container(s) or any portion thereof without the prior written consent of Company. Company may assign or transfer this Agreement without the consent of Customer, and by such assignment or transfer, Company shall be released from all obligations under this Agreement occurring after such assignment or transfer.
- 19. Time. Time is of the essence in this Agreement. All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- 20. Jurisdiction and Severability. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision of this 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 Agreement shall continue in full force and effect.
- 21. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and supersedes 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 Company or Customer is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Agreement may only be amended by writing agreed to and executed by the parties hereto.
- 22. Privacy. Company requires Customer's name, contact information, and picture identification for the purpose of leasing the container(s). Company may also use this information for accounting, billing, collections, or for internal business forecasting. As part of Company's commitment to fair use of Customer's personal information, Company will not sell Customer's personal information to any third parties, nor will Company share Customer's personal information with any third parties except: (i) for the purpose of fulfilling the terms of this Agreement; (ii) where Customer has given Company permission to do so; or (iii) where Company is legally compelled to do so by a court of competent jurisdiction. All personal information is secured and is protected by a variety of access controls, with access restricted to select individuals on a "need to know" basis. Customer may direct any questions or concerns regarding Company's privacy policy and may review, update or correct any personal information on file by contacting Company at the address above.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement, and agree to be bound by all of the provisions herein contained.

COMPANY

CUSTOMER

Name: Storstac, Inc.

Company Name: _____

Company Representative (print):

Representative Name (print):

Signature:

Signature:

Date:

Date:
