



EAGLE BAY MERCANTILE INC. STORAGE AGREEMENT

Customer Name: _____ Phone #: _____

Billing Address: _____ City: _____

Province: _____ Postal Code: _____ E-mail: _____

Boat Location: _____

Boat Year: _____ Make: _____ Model: _____ Colour: _____

Length: _____ Beam: _____ HIN #: _____

Trailer Make: _____ Tag #: _____

Trailer Plate #: _____

The Renter shall pay all fees identified on the front page of this agreement in full. Winter storage starts October 1 and ends at midnight on March 31 (weather dependent). All deposits and storage fees are nonrefundable. Contract rates are subject to seasonal changes and yearly increases.

THE RENTER IS AWARE THAT EAGLE BAY MERCANTILE INC. DOES NOT INSURE AND WILL ACCEPT NO LIABILITY FOR LOSS OR DAMAGE INCLUDING, BUT NOT LIMITED TO THE RENTER'S GOODS, RV'S, VESSELS, TRAILERS OR RECREATIONAL VEHICLES. EAGLE BAY MERCANTILE INC. SUGGESTS THAT THE RENTER OBTAIN INSURANCE COVERAGE INCLUDING, BUT NOT LIMITED TO THE RENTER'S GOODS, RV'S, VESSELS, TRAILERS OR RECREATIONAL VEHICLES TO BE STORED IN THE SPACE.

Renter signature that above statement has been read and understood and that the attached Terms of Agreement have also been read and understood.

Date: _____ Signature: _____

TOTAL "TERM RENTAL AMOUNT" is _____ excluding GST

TOTAL "TERM RENTAL AMOUNT" with GST is _____

PAYMENT INFORMATION

- 1) Payments will be due monthly at the anniversary day of the start of the contract ("Due Date").
- 2) There will be NO REFUNDS issued should the Renter terminate this Rental Agreement prior to the Due Date.

PAYMENT METHOD: (circle one)

DEBIT CREDIT CHEQUE CASH E-TRANSFER

RENTER'S INITIALS: _____

RENTER INITIAL: _____

OFFICE USE ONLY:

Rental Start Date: _____

Payment Due Dates: _____ **Staff Initial:** _____

TERMS OF AGREEMENT

1. USE OF STORAGE SPACE

The Space ("Space") assigned to the Renter shall be used by the Renter for storing the Renter's storage vehicle ("SV") in accordance with the Renter's Obligations. The Renter shall not at any time use the space as a Mobile Home/Campsite.

Renter Privileges

a) The Renter shall have access to his or her unit during weekdays, seven (7) days a week (Sunday through Saturday), 8:00 AM to 8:00 PM, as long as their account is in good standing, via personalized key card. A deposit of \$30.00 will be required for the key card. In the event that the key card is lost or stolen, the Renter is required to notify Eagle Bay Mercantile Inc. as soon as possible. A lost or stolen card fee of \$50.00 will be charged to the Renter for the key card.

Renter Obligations

- a) 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.
- b) The Renter shall not interfere in any significant way with the rights of Eagle Bay Mercantile Inc. or other renters on the premises.
- c) The Renter shall not perform any illegal acts or carry on any trade, business or occupation on the premises.
- d) The Renter shall not endanger persons or property on the premises.
- e) 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 Eagle Bay Mercantile Inc.'s discretion. Any such repairs will be billed to the Renter as Other Charges.
- f) 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.
- g) The Renter shall at the expiration of the Storage Term, deliver vacant possession of the space to Eagle Bay Mercantile Inc. in a clean and tidy condition.
- h) 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 (but must be shut off).
- i) The Renter shall not keep, use or store in or upon the space any illicit substances as set out in the (Controlled Drugs and Substances Act S.C. 1996, c.19).
- j) The Renter agrees that the storage space and rates are based upon overall length of vessel and trailer combined.
- k) The Renter represents and warrants that he or she is in lawful possession of all goods stored in or on the space.
- l) Winter storage commences October 1 and ends April 1, dependent on weather. Once the Rental Unit is stored, there will be no access to move the unit by the Renter until the end of the term.

The Renter **AGREES TO ADVISE** Eagle Bay Mercantile Inc. **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.** Eagle Bay Mercantile Inc. 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 storage vehicle at their discretion.

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

If Eagle Bay Mercantile Inc. 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 Eagle Bay Mercantile Inc. has received payment of all outstanding Rental Amounts and/or Other Charges.

When the Renter is in default, Eagle Bay Mercantile Inc. may exercise the right to deny the Renter access to his or her storage vehicle, and the storage vehicle 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 storage vehicle or move the storage vehicle from its space while the Renter is in Default.

The Renter agrees that if the Renter is in default, the Eagle Bay Mercantile Inc. may sell the goods or storage vehicle 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 Eagle Bay Mercantile Inc. reasonably believes that the public auction sale of the goods in the space would not exceed the costs associated with such sale, Eagle Bay Mercantile Inc. may sell or otherwise dispose of the goods in any manner it sees fit.

RENTER INITIAL: _____

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 EAGLE BAY MERCANTILE INC.

All property kept or stored in the space shall be so kept or stored at the risk of the Renter. The Renter releases Eagle Bay Mercantile Inc. 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 Eagle Bay Mercantile Inc. 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 Eagle Bay Mercantile Inc. its agents, servants, employees or other persons for whom it may be in law responsible, are negligent. If Eagle Bay Mercantile Inc. 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 Eagle Bay Mercantile Inc. harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Eagle Bay Mercantile Inc. in connection with such litigation. Eagle Bay Mercantile Inc. 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 Compound, 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 Eagle Bay Mercantile Inc., which consent may be arbitrarily or unreasonably withheld.

6. RULES AND REGULATIONS

Eagle Bay Mercantile Inc. 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. Eagle Bay Mercantile Inc. reserves the right to move the Storage Vehicle to any other storage space Eagle Bay Mercantile Inc. may find necessary.

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 postmarked date thereof if sent by registered mail, the next Business Day following transmission if sent by email, or at the time of delivery if hand delivered (including prepaid courier), and will be addressed as follows:

Eagle Bay Mercantile Inc.
4562 Eagle Bay Road
Eagle Bay, BC V0E 1T0

RENTER INITIAL: _____