



# AIRPORT

## SELF STORAGE

### RENTAL AGREEMENT

OFFICE PHONE 403-782-6468

OFFICE ADDRESS: 161 Parkland Acres, Lacombe, AB T4L 1S8

#### Airport Self Storage

34 Brownstone Rd. Lacombe, AB T4L 1S7

Rental Property and Term. The Landlord hereby rents to the tenant the use of the Space(s) set forth above (“the Space”) at the above address (the “Premises”) on a monthly basis on the terms and conditions as herein stated. The Landlord is not a bailee of the Tenant’s goods nor in the warehouse business but is a Landlord providing space for rent. The Landlord at its sole discretion has the right to refuse to renew the Tenant’s Rental Agreement.

**1. NON-LIABILITY OF LANDLORD AND INSURANCE OBLIGATION OF TENANT;**

- (A) Landlord shall have no obligation to carry insurances on Tenant’s property stored in the Space.
- (B) Tenant must obtain any insurance desired at own expense.
- (C) Tenant shall have no claim against the Landlord and the Landlord shall have no liability for any loss or damage to the Tenants property resulting from fire, water, explosion, vandalism, theft, vermin, or any other cause whatsoever, regardless of whether such loss or damage may be caused by or contributed to by the negligence of the Landlord, its agents or employees.
- (D) The Landlord shall have no liability to the Tenant for any injury to the Tenant or to others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Tenant. Tenant shall hold the Landlord harmless from any claims of any third persons arising in any manner out of the Tenant’s use of the Space.
- (E) The Tenant agrees to indemnify and hold harmless the Landlord and the holder of any mortgage on the Premises for any loss, damage, expense, or claim by any person or persons arising from any action or thing whatsoever done in the Space or on the Premises by the Tenant or the Landlord, its agents or employees at any time during the term of this agreement.

- 2. The Tenant will not use the space for any unlawful purpose and will not keep in the Space, animals, explosives, highly flammable materials, anything giving off noxious or offensive odors, refuse, garbage, or any other objectionable material, or anything that may create a nuisance or which may violate fire laws and regulations.
- 3. The tenant agrees to abide by all of the Landlord’s rules and regulations put in to effect from time to time and posted on the site or in the office.
- 4. In the event of failure by the Tenant to pay rent, the Landlord or its representatives shall have, in addition to all those remedies provided by law, without waiving such rights: (a) when rent is 15 days in arrears, the right to double-lock the Space and deny access to the Tenant until arrears of rent are paid, and (b) the right to distrain for any arrears of rent upon the goods and chattels of the Tenant wheresoever situate and upon any other premises to which the same may have been removed, and wherever the same may be found within the Province of Alberta or elsewhere; (c) the right to dispose of the Tenant’s goods by public auction, private sale, or otherwise and pursuant to the provisions of the Landlord and Tenant Act. No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any remedy whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this lease.

5. If rental payments are not received when due. The Tenant will pay a service charge of \$ 2.00 /day. A service fee of \$ 25.00 will also be paid to the Landlord for and NSF cheque. Payments are payable in advance, minimum 30 days.
6. The Space shall be used only for the storage of goods owned by the Tenant. Where a door is provided for the Space, the Tenant shall keep the door to the Space locked at all times with a security device supplied by the Tenant. The Tenant shall not use the Space for any unlawful purposes. The Tenant shall maintain the interior of the Space and the Space door in good condition and shall repair to the Landlord's satisfaction any damage to the interior or exterior of the Space which is caused by the Tenant or which results from the Tenant's use of Space.
7. The Tenant shall not; (1)Do any painting or decoration in the Space, mark, paint cut or drill into, drive nails or screws into, or in any way deface any part of the Space or Premises without the written consent of the Landlord. (2)Make any improvements or install any fixtures in or on the Space without the prior written consent of the Landlord. If the Tenant is permitted to install any improvements or fixtures, the Tenant at the Landlord's option shall remove at the same at the termination of this agreement at the Tenant's own expense. At the Landlord's option, the interest of the Tenant in any property, and in any improvement, or fixtures not removed shall vest to the Landlord. The Tenant shall keep the Space free from all liens. (3) Erect any signs, notices, lettering or advertising material on any part of the Space. (4)Conduct any repairs, fabrication, assembly, mechanical or other related work in the Space or on the premises without the written consent of the Landlord.
- 8 The Tenant agrees to permit the Landlord or its representative to enter the Space anytime (and to cut or otherwise remove any security device on the Space which the Landlord must remove in order to make such entry, so long as the Landlord bears the expense of replacing such lock after such entry) for the purpose of (a)inspecting the Space, (b)making any necessary repairs to the Space, and (c)exhibiting the Space to any prospective purchaser, mortgage, or Tenant.
- 9 The Tenant will be liable for the damage caused by the Tenant or their guests to the premises in general, other than reasonable wear and tear.
- 10 Upon expiration of this lease, for whatever reason, the Tenant will give up possession and will leave the Space in as good and clean position as it was at the beginning of the rental agreement.
11. The Landlord reserves the right to relocate the Tenant without expense to the Tenant to any other Space located on the site.
12. Notice given under this Rental Agreement shall be in writing and served personally or by mail, postage prepaid, to the last address provided by the Tenant. Notices shall be deemed to be delivered, whether actually received or not, when deposited in the Canadian mail. IT SHALL BE THE RESPONSIBILITY OF THE TENANT TO KEEP THE LANDLORD INFORMED OF ANY ADDRESS CHANGE. Rental rates are subject to change with one month's notice.
13. Should it be ruled that any term or condition is not legally binding, the remainder of this agreement remains in effect.
14. The covenants contained in this contract will extend to and be binding upon the parties, their heirs, executors, administrators and assigns.
15. Any violation of these terms may result in the Landlord, at his option, immediately terminating the rental agreement.

**PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING**

Tenant Name: \_\_\_\_\_

Date of Rental Agreement: \_\_\_\_\_

Address: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_

\_\_\_\_\_

Space # \_\_\_\_\_ Size: \_\_\_\_\_

\_\_\_\_\_

Monthly Rent: \_\_\_\_\_

Tel: (Home) \_\_\_\_\_ (Bus) \_\_\_\_\_

Entry Code: \_\_\_\_\_

Driver's Lic # & Prov. \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Local Contact: \_\_\_\_\_

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
AGENT FOR AIRPORT SELF STORAGE