

HIDDEN ACRES RV & BOAT STORAGE: LEASE TERMS & CONDITIONS

1. ACCEPTANCE: Lessee hereby acknowledges the reading of this agreement and agrees to lease the storage space upon the terms and conditions stated in this agreement. Lessee further acknowledge receipt of a copy of the agreement and that it shall be binding upon the parties and their respective heirs, successors, personal representatives and assigns.

2. PAYMENT: The undersigned (Lessee) hereby leases from Hidden Acres - RV & Boat Storage (Lessor) the above storage space for the monthly rent amount or seasonal amount shown, from the date of signing of this lease. Month to month rent shall be paid at the start of the month, and seasonal amounts paid in advance – without notice or billing - by eTransfer, cash or cheque. Special lease arrangements will be by separate notice or explained in the lease notes. Any refund owing when ending this agreement will include following months when the unit is not on site.

Lessor reserves the right to increase the rental rate with (30) days written notice to Lessee prior to expiration of any current lease term. Lease payments must be received by Lessor at the address above before the actual due date. Late payments will accrue a late charge of \$1.00 per day past the due date and Lessees more than 15 days past due shall be locked out until all outstanding obligations under this lease are brought current. An additional \$30.00 charge shall be made for all returned checks.

3. DEFAULT: In the event the Lessee is in default of payment under Section 1 of this Agreement for a period of thirty (30) days or more from the date of receiving an invoice from the Lessor, the Lessor shall be considered to have a lien on the storage item and shall retain the right to proceed with effecting the transfer of ownership or sale of the unit in accordance with the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25. Further, the Lessee agrees that in the event any such process is undertaken by the Lessor, or should the Lessor be required to proceed by any other legal means to enforce its rights under this Agreement, the Lessee shall be liable to the Lessor for any and all damages associated with said default, as well as any and all of the Lessor's legal costs associated with having to enforce its rights hereunder.

4. ENVIRONMENTAL STEWARDSHIP: Lessee to ensure all black, gray, and water storage tanks are empty – to minimize the amount of liquids and gases stored on the property. There is no dumping facility on site. Lessee shall not allow the release of any hazardous materials or liquids on the property during the storage of any vehicles or items and shall place Drip Trays under potential leakage points. Lessee agrees to fully and completely indemnify and hold the Lessor harmless from any and all claims, courses of action, damages, or losses which may result from the storage of Lessee's property.

5. USE OF SPACE: Lessee may use the space only for the outdoor storage of one approved vehicle, or vehicle combination, lawfully owned or in the possession of the Lessee, and for no other use or purpose. No maintenance or changing of vehicle fluids is allowed on the premises. Tarping and similar winter weather preparation is permitted. All personal property of Lessee must be stored inside of the approved vehicle or attached to said vehicle. Unsecured property or abandoned property will be disposed of without notice.

6. LESSEE INSURANCE REQUIREMENTS: LESSOR DOES NOT CARRY INSURANCE TO COVER ANY LOSS OF ANY KIND THAT LESSEE MAY

INCUR while using the storage space and or the premises of Lessor, and Lessor shall not be held responsible or liable, directly or indirectly, for any loss or damage suffered by Lessee or any other party, no matter what the cause, including but not limited to fire, explosion, theft, vandalism, wind or water, heat or cold or otherwise. Lessee is solely responsible for providing comprehensive insurance on Lessee's property stored within Lessor premises. This lease is made upon the express condition that the Lessor shall be free from any and all liability and or claims for damages by the Lessee by reason of or to the property stored.

7. CONTACT INFORMATION: It is the responsibility of the Lessee to notify Lessor of any change of address or other contact information by written notice to the above address of Lessor. All notices and correspondence by Lessor will be directed to the address or phone number or email address provided by Lessee on this Agreement unless changed by Lessee.

8. RELEASE OF LESSOR'S LIABILITY: ALL UNITS STORED UPON THE PREMISES BY THE LESSEE SHALL BE AT THE LESSEE'S SOLE AND ABSOLUTE RISK. THE LESSOR, ITS AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO THE LESSEE, ITS AGENTS, EMPLOYEES, INVITEES, AND/OR GUESTS, OR FOR ANY LOSS OR DAMAGE TO PROPERTY STORED UPON THE PREMISES ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THEFT, DISAPPEARANCE, FIRE, WATER DAMAGE, RODENTS, ACTS OF GOD, OR THE ACTS, OMISSIONS OR NEGLIGENCE OF ANY PERSON WHOMSOEVER. THE LESSEE EXPRESSLY ACKNOWLEDGES THAT THIS IS AN "AT YOUR OWN RISK 'SELF STORAGE' FACILITY. THE LESSEE ACKNOWLEDGES THAT THE LESSOR DOES NOT MONITOR THE PREMISES AT ALL TIMES.

9. Governing Law: This Agreement shall be governed by and interpreted under the laws of Province of Ontario.

10. Entire Agreement: This Lease contains all of the understandings and agreements between the Landlord and Tenant with respect to the lease and rental of the Storage Unit and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, the terms of this Lease may be modified or amended only in writing and only if signed by both the Lessor and the Lessee.

11. Survival: If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be considered amended to exclude any such invalid provision and the balance of the Agreement shall be interpreted independently of the invalid provision(s) and shall remain in full force and effect.

Signed this date _____

LESSEE X _____

Printed name _____

LESSOR 8035563 Canada Inc, dba Hidden Acres

Accepted X _____

Printed name _____