

TERMS & CONDITIONS FOR GREAT NORTH STORAGE INC.



These Terms and Conditions are made and entered into upon the terms, conditions and covenants as follows:

1. **Storage Payment:** Customer shall pay storage fees, in advance for each period due on the Payment Date as defined below and quietly deliver up said Premises on the day of the expiration of this agreement in as good condition as the same were in when received, reasonable wear and tear thereof accepted. Customer also acknowledges that no invoice or prior notice will be sent to customer, regarding date of Storage payment, said payment will always be billed 4 weeks from the initial date noted above as the Payment Commencement date, and continue every 4 weeks till Company receives notice of cancellation from Customer ("Payment date").
2. **Term:** Customer and Company agree that the term of this agreement is month to month. Unless notice is given by Customer or Company, the month to month term, and all terms and conditions of this agreement will continue to renew in perpetuity. Customer may, if they chose to do so, terminate this Storage Agreement at any time by giving seven (7) days' written notice to Company. In the event of default, any unused prepaid fees and/or security deposit shall be constituted as liquidated damages. Customer agrees that if any promotion is applied to their account, and they cancel the storage unit within the first 120 days, they will forfeit their \$50.00 deposit. The Customer acknowledges that, in the event of repeated payment failures, the Company reserves the right to revoke any promotional discounts or offers previously applied to the Customer's account, after which the standard posted rental rates shall apply.
3. **Usage:** Customer acknowledges that unit is only for storage, and only to store your own items. Not permitted to be stored: Hazardous Materials that are or will be deemed so by any law, perishable or food products of any kind, explosives, flammables or other inherently dangerous materials, or any item which would violate any law or ordinance, now or hereafter in force. The unit or the property is not to be used for the conduct of any business or hobby, repairs, maintenance, constructing, building or growing including the use of any tools, equipment or appliances, nor for human or animal habitation or the conduct of any unlawful activity. Customer acknowledges and agrees that storage of heirlooms or precious, invaluable or irreplaceable property or items of sentimental value, such as art, artifacts, books, records or receipts relating to the stored goods, and all property kept, stored or maintained within the Premises, is at the Customer's sole risk. Customer acknowledges that all carpets, rugs, wool and furs MUST be completely wrapped in plastic. Failure to comply with the above restrictions will result in immediate termination of Storage Agreement, and Customer will have to remove contents in unit within 24 hours of termination notice. Customer also acknowledges that they will be liable for any damage or infestation to other customers' units and belongings, and liable for any pest removal or hazardous removal abatement expense. Customer acknowledges that this Storage Agreement will not constitute an agreement to create a bailment of deposit of goods for safekeeping, and shall not alter or add anything to the inside or outside the building, without the prior written approval from Company.
4. **Outdoor Storage:** In the event that a Customer's vehicle is deemed abandoned at the Company's outdoor storage facility, and/or storage fees remain unpaid for a period exceeding sixty (60) days, the Company shall have the right, without further notice except as required by law, to sell, transfer, or otherwise dispose of such vehicle in any commercially reasonable manner. The Company shall make reasonable, good faith efforts to notify the Customer prior to the sale or disposal of the vehicle; however, failure to make contact shall not preclude the Company from exercising its rights under this provision.
5. **Limitation of Liability:** Neither Company nor its representatives, affiliates, servants, employees, officers, directors, invitees, licensees, agents or any other for whom Company may at law be responsible (collectively, "Company's Agents") shall be liable for any loss, injury or damage derived from any cause, including the negligent or deliberate acts or omissions of Company or Company's Agents, to persons using the common areas or to vehicles or their contents or any other property therein or thereon, or for any damage to property entrusted to Company or Company's Agents, or for the loss of any property by theft or otherwise, and all property located, kept or stored in or about the Premises shall be so located, kept or stored at the sole risk of Customer. Company and Customer further specifically agree that Company and Company's Agents shall not be subject to any duty or liability under and are hereby expressly exempt from Occupiers Liability Act, R.S.O. 1990 or similar legislation as may be in force from time to time.
 - a. Neither Company nor Company's Agents shall be liable for any injury or damage to persons or property resulting from faulty materials or workmanship or any other defect in the Premises, or fire, explosion, steam, electricity, water, rain, snow, dampness; the acts or omissions of others, criminal or otherwise; or from any other cause whatsoever, whether such injury or damage resulted or did not result from the negligent or deliberate acts or omissions of Company or Company's Agents. Without limitation, Company and Company's Agents shall not be liable for any loss or damage caused by acts or omissions of other customers or Customers of a unit or space on the Premises, their employees or agents, or of any other persons; or for damage caused by the construction of any public or quasi-public works; and in no event shall Company be liable for any consequential or indirect damages suffered by Customer.
 - b. Customer shall indemnify and save Company and Company's Agents harmless against all liability, claims, damages or expenses due or arising out of any act or neglect by Customer or Customer's representatives, affiliates, servants, employees, agents, invitees or licensees or any other for whom Customer may at law be responsible (collectively, "Customer's Agents") on and about the Premises and/or the Premises or due to or arising out of any breach by Customer of any provision of this Storage Agreement, including liability for injury or damages to the persons or property of Customer's Agents on and about the Premises and/or the Property.

- c. Customer waives the right to any mass arbitration or class action lawsuits against the Company. Company and Customer will work in good faith to rectify any issues or damages that result while Customer occupies storage unit on Companies property. When Customer vacates storage unit, the Customer waives all rights to litigation.
 - d. Notwithstanding the above, if a court of competent jurisdiction disallows all, or a portion of the limitations or exclusions described herein, in no event shall the total liability of the Company for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the use of the Premises, exceed \$5,000.00.
 - e. Property and chattels brought on the Premises or left in the Unit and the use of the Unit and the Customer coming to and being on the Premises shall be at the Customer's sole risk and the Company is in no way or under any circumstances responsible or liable for loss, injury or damage to such property or chattel or for personal injury or death, derived from any cause, including acts, omissions or other defaults whatsoever, whether negligent or not, of the Company, its employees, agents, customers or invitees. The Customer shall indemnify the Company and its agents against all liability, claims, damages or expenses due to or arising out of an act or neglect by the Customer or its servants, employees, agents, invitees, or licensees or any other for whom the Customer at law may be responsible on and about the Unit or due to or arising out of any breach by the Customer of any provision of this Customer agreement including liability for injury or damages to the persons or property of the Customer's servants, employees, agents, invitees or licensees.
6. **Force Majeure:** Customer agrees that the Company shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation: acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, damage to facility, fence and gates by other party, fires, floods, diseases, labor disturbances, riots, or wars provided that it gives prompt notice to the other of its invocation of this provision and make diligent efforts to resume its performance despite such force majeure.
7. **Mold or Mildew:** Customer agrees to periodically inspect the Space and the personal property stored in the Space and take any and all actions necessary to protect Customer's stored property from mold and/or mildew. Mold and mildew are naturally occurring substances and it is possible to appear or grow on Customer's stored property. Company does not represent that the Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term. Customer understands that there is a risk of the growth of mold and/or mildew on Customer's stored property in any Space. Company does not warrant the Space to be water-tight or dry. Customer is solely responsible for preventing mold and/or mildew on Customer's stored property in the Space. Customer hereby releases Company from any liability for mold and/or mildew on Customer's stored property from whatever source and no matter how it occurs. Customer shall take whatever steps necessary to protect against and prevent mold in their stored property. Customer understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew.
8. **Amendments:** Company may from time to time change, amend, establish, waive, or cancel portions of this Storage Agreement. The Customer agrees to the current Terms & Conditions that are in place, without any prior notice or notification. Customer may not assign this Agreement without the written consent from Company, which may be withheld in its sole discretion.
9. **Customer Goods Coverage:** Customer understands that Great North Storage Inc. is an owner of the Unit noted in this Storage Agreement, Company is not responsible for loss to Customers property and provides a maximum of Five Thousand Dollars (\$5,000.00) Customer Goods Coverage through a third party insurance provider, with a Five Hundred Dollar (\$500.00) deductible. Customer Goods Coverage is included in the monthly storage fee, and a Certificate of Insurance will be provided, prior to, or on the date of possession of unit. Customer acknowledges that they will contact their home insurance provider to notify them of their belongings being stored at the Company's property, at the address noted above. Customer agrees that under no circumstances will the aggregate value of all personal property stored in the storage facility exceed or be deemed to exceed \$10,000. The customer may store personal property worth substantially less than \$10,000, and nothing contained herein shall be evidence or admission by Company that the aggregate value of the personal property stored in the Premises is, will be, or is expected to be, at or near \$10,000.
10. **Customers Insurance:** Subject to paragraph 7, Customer acknowledges and agrees that their property is stored by the Customer at its sole risk and the Customer is to notify their own insurance provider to include coverage for damage by fire, extended coverage perils, vandalism, burglary and all other risks of any nature for the full value of the Customer's property, or failing that, the Customer assumes all risk of loss for any uninsured property. The Customer understands that the Company does not provide any direct coverage insurance for the customer's property, and any and all insurance claims will be between the Customer Goods Coverage provider, the Customers insurance provider, and the Customer.
9. **Default:** If Customer fails to make any payment of any amounts payable herein, as and 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 ten (10) consecutive days, the Company shall have the following rights and remedies which are cumulative and not alternative:
- a. to terminate this Storage Agreement; or
 - b. to remedy any default of Customer as hereinafter described.
 - c. Should the Customer be in default, for 30 consecutive days, the Customer agrees that Company may cut the lock and enter the Customer's storage unit to inventory and assess the value of the goods therein without affecting Company's right to recover charges hereunder. In the event that the account remains outstanding for 60 consecutive days Company may opt to sell the contents of the Customer's unit via auction or private sale. If such property or chattels are sold the liability of Company to the Customer shall be limited to the remainder, if any, of the proceeds of the sale of goods after the deduction of rent and all other costs incurred by Company in carrying out the sale. Charges to the Customer will include outstanding rent, insurance, late fees, the cost of serving notices, advertising, commission, damage that results from lock removal and any additional expenses incurred in preparing for the sale up until the time full payment is made to Company by the Customer.

Company may from time to time resort to any or all rights and remedies available to it in the event of any default hereunder by Customer, either by any provision of this Storage Agreement or by statute, or as provided by the Repair and Storage Lien Act R.S.O. 1990 or in equity, all of which rights and remedies shall be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Company at law or in equity. Customer also acknowledges that a \$50.00 NSF fee will apply for all default payments, and Customer is liable to pay this fee for every occurrence where Company attempts to recover default payment from Customers payment source.

12. **Compliance with the Law & Jurisdiction:** Customer shall not store in the Premises any items which shall be in violation of any order or requirement composed by the Board of Health or, Federal, Provincial or Local Police Departments, or any other governmental agency, or do any act of cause to be done, any act which creates a nuisance in or upon, or connected to the property located at the address noted above. This Storage Agreement shall be governed by and construed by the laws of Ontario, Canada. Customer further agrees and consents to the personal jurisdiction of the Province of Ontario for any legal matters relating to the terms of this Agreement.
13. **Incarceration, Death or Incapacity of Customer:** In the event of the incarceration or death or incapacitation of the sole customer, this Agreement shall terminate. Customer hereby authorizes those persons identified as emergency contacts or executors or has power of attorney over customers estate, to enter the premises and remove customers personal property from unit, or the unit can be assigned to emergency contact, executor or power of attorney over customers estate, and they would be subject to Storage Agreement. If Customers account becomes in arrears, and Subject to paragraph 15, Company will give the customer 30 days notice. In the event that the no emergency contact information was provided, Company will make every effort to contact customer and if Customer or authorized persons are not identified, than contents within the unit will be sold via auction or private sale.
14. **Inspection and Relocation:** Company, or any governmental authority, including without limitation police and fire officials, shall be granted access to the Unit upon three (3) days' written notice to Customer, or without notice in the event of an emergency. In the event Customer does not grant access to the Unit as required or in the event of an emergency, Company, or the representatives of any governmental authority shall have the right to remove Customer's lock and enter the Unit to examine its contents, make repairs or alterations, or take any action necessary to preserve the Unit or to comply with any applicable local, provincial or federal law or regulation governing hazardous or toxic substances, material or waste; or enforce any of Company's rights. In the event of any damage or injury to the Unit or the Premises arising from the negligent or deliberate acts or omissions of Customer or for which Customer is otherwise responsible, all expenses reasonably incurred by Company to repair or restore the Unit or the Premises including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, provincial or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by Customer as an additional rent and shall be due upon demand by Company. The provisions of this section shall survive the expiry or termination of this Agreement.
15. **Maintenance:** Customer agrees to remove all trash from Company's property, and will not leave in the Unit, outside the Unit, or on the premises, so as to leave the premises and Unit in a clean and tidy order. It is also the responsibility of the Customer to keep the Unit rollup door opening free and clear of debris, snow and ice, as to allow the rollup door to open and close easily, and to also deter moisture or rodents from entering unit. Customer also acknowledges that the Company suggests that all file boxes or paperwork for record retention be located in a plastic bin, or be elevated up off the ground.
16. **Company's Lien:** Subject to paragraph 9, in addition to the statutory Company's lien but not in lieu thereof, Company shall have at all times a valid, contractual lien for all storage unit rentals or other sums of money becoming due hereunder from Customer upon all items situated in the Premises and upon default by Customer, Company may enter upon demised Premises and take and sell the same without notice of public or private sale, at which Company or its assignees may purchase.
17. **Succession:** This Storage Agreement shall be binding upon and inure to the benefit of the Customer named herein, and their respective successors and permitted assigns.
18. **Notices:** Notice shall be in writing and shall be deemed to be delivered whether actually received or not on the part of the Canada Post mail, postage fee paid, certified mail, addressed to the parties hereto at the perspective addresses below their names, and will be deemed as delivered one business day after said notice was sent. If notice is delivered in person, the notice will be deemed to have been received on the same day, and the date noted on the notice. Company will also send customer notice via email, and will also be deemed as appropriate notice of payment default.
19. **Cancellation by Company:** Company may cancel this storage agreement at any time. Company will provide Customer with at least seven (7) days notice of such cancellation and at least seven (7) days before due date of storage fee payment of such payment period, provided that if Customer is not in default the Company shall refund any prepaid and unapplied storage fees to Customer. If Customer is in default, paragraph 9 will apply, and no notice of termination will be applicable.
20. **Company's Failure to Give Possession:** Company shall not be liable for damages to Customer for failure to deliver possession of the Unit to Customer at the commencement of the terms if such failure is due to no fault of Company, or the failure of the construction of the Premises to be completed. Company will use its best efforts to give possession to Customer at the beginning of the term. If Failure to do so is caused by act of previous Customer holding over, Company will use all means at its command to oust such Customer and Company agrees to transfer to Customer the right to prosecute in his own name any cause of action which Company may have against such Customer holding over. Customer to hold for themselves and may recover in such action, except for any amounts due to Company as storage fees.

21. **Lock and Secure:** The Customer hereby confirms that it is satisfied that the security provided by the circular disk lock provided by Company and the Unit itself is adequate for the storage of its property. Only one lock can be attached to the unit. If another lock or locking device is found on the unit, the Company will provide 3 days prior notice to customer, via email, phone or text, or any other form of electronic communication, to request its removal. Company reserves the right to remove it by any means necessary and is not responsible for any damage caused in doing so. If Customer's keys are lost or break off in disc lock, a \$165.00 removal fee will apply, and Customer will need to purchase a new circular disk lock from Company.
22. **Fees & Payment:** Customer agrees and acknowledges that Company will charge all fees to the payment option on file, and are transacted when storage fees become due. Customer also acknowledges that the Company uses a third party payment provider for all storage fee payment transactions. If Customer defaults on payments, the following charges would apply, and are in addition to the per pay period storage fees;
 - a. A \$50.00 Late Fee will be applied after the 3rd day of non-payment and access to your unit will be suspended
 - b. A \$50.00 Late Fee after 30 days of non-payment, in addition to monthly storage fees and Disc Lock Removal Fee
 - c. A \$50.00 Late Fee after 60 days of non-payment, in addition to monthly storage fees and Paragraph 15 (Company's Lien), will apply

Customer is also aware that the following additional fees may apply;

- a. Abandoned Items or Garbage Removal Cleaning Fees - \$250.00 per unit (if applicable)
 - b. Event Reporting Fees - \$75.00 per rental period or per request (if applicable)
 - c. Parking Illegally (Impeding traffic & other reserved spaces) - \$50.00 per occurrence (if applicable)
 - d. NSF Payment - \$50.00 fee per recovery default payment from Customer's payment source
 - e. All fees, costs and disbursements incurred to enforce payment or enforce a possessory or non-possessory lien
 - f. All costs associated with repairs needed to the unit, as a result of a break in that was a direct result of the contents within unit
 - g. Disc Lock Removal Fee - \$165.00 per occurrence
 - h. Refund Fee: \$25.00 per occurrence
23. **Price Increase:** Customer acknowledges that the monthly Storage fee pricing shall be adjusted on an annual basis, effective on each February 1st of the Term, regardless of when the Storage Agreement commenced. An annual price increase of 7% will be applied to any and all monthly storage fees, and is not just limited to the monthly fees, but also any one time fees that are applied to Customer's account.
 24. **Customer Information:** Customer acknowledges that it is their responsibility to provide Company, in writing, any changes to their address, contact (phone or email) or credit card information. Company acknowledges that the information on file with Company will not be disclosed to any third party, and any sharing of information with an officer, employee, consultant or agent of Company is considered a reasonable use of this information, in compliance with the Provincial Privacy Policies.
 25. **Email and Electronic Communications:** Customer gives consent to Company to send communications via email or text messaging, in accordance with Canada's anti-spam legislation.
 26. **Customer Online Account:** Customer has been made aware that they can access all account information online, at Company's website greatnorthstorage.ca. All customer information, dates, agreements, due dates, communication etc. are available to Customer through "My Account" on the Company's website.
 27. **Holding Over:** If Customer, a sub-customer, or an assignee, shall remain and continue to be in possession of the Premises or any part thereof after the termination of this storage agreement, Company shall at its option, upon notifying Customer of such intention, have the right to charge Customer for liquidated damages for the time such possession is held in an amount equal to twice the amount of the monthly storage fee rate for the Unit for such hold over period.
 28. **Cleaning:** Upon vacating the Unit, Customer agrees to clean the Unit thoroughly or to pay Company a \$250.00 fee for the cleaning necessary to restore the assigned Unit, in addition to the security deposit which will also be forfeited if the Unit is not returned to its original condition.
 29. **Bankruptcy:** If the Customer makes an assignment for the benefit of creditors or becomes insolvent or bankrupt or shall become subject to any enactment relating to liquidation or seizure of property, then this Storage Agreement shall cease and an amount equivalent to 4 weeks of Storage Fees shall be immediately due and payable to Company.
 30. **Mortgagees Rights:** Customer's rights under this Agreement shall at all times be subordinate to any Charge/Mortgage to secure debt which is now or shall hereafter be placed on Premises. If requested, Customer shall execute promptly any certificate that Company may request to effectuate the above..
 31. **No Estate in Land Assignment:** This Storage Agreement shall in no event be construed as a conveyance by Company of an estate or interest in land and Customer shall have no right to assign this Agreement or sublet the Unit.
 32. **Electronic Signature:** The Company and the Customer hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act* 2000, S.O. 2000 c17 as amended from time to time with respect to this Storage Agreement and any other documents respecting this transaction.

33. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

GREAT NORTH STORAGE INC.

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