

Terms and Conditions

Rent is due and payable in advance on the 1st day or 15th day of each month and is to be delivered to the Landlord in the form of e-transfer each month unless Auto Debit has been set up. No rent refunds will be granted on any partial month.

A penalty of \$10.00 will be incurred by the tenant if the rent is not paid on or before the date specified by the Landlord (1st or 15th), and an additional penalty of \$15.00 will be added if rent is two weeks late. If the Tenant's direct deposit is unsuccessful for any reason, there will be a \$25.00 charge plus late charges.

The lease shall run for the period covered by the initial payment and from month to month thereafter and shall terminate on the last day of the month for which a rental payment has been paid if no prepayment is paid for the next succeeding month. The Tenant may terminate this lease by giving written notice of his intention to terminate to the Landlord at least twenty (20) days before the next rental payment is due. The Landlord may terminate this lease by at least twenty (20) days written notice to the Tenant. The Landlord may also terminate the lease without notice to the Tenant if the Tenant is in breach of any of the terms of this agreement.

If there is a six (6) or twelve (12) month term lease in place, early cancellation of the term will result in a cancellation fee equal to two (2) months of rent.

Upon expiration of this rental agreement, the tenant is responsible to leave the unit in a clean and usable state. The unit will be free of all belongings, garbage or debris and be swept out. Failure to do so will result in a \$75.00 cleaning fee charged to the tenant.

4. ASSIGNMENT OF SUBLETTING - The Tenant shall not assign this lease or the unit or any part thereof, nor sublet the unit or part thereof, without written consent of the Landlord in advance.

5. USE - The Tenant shall not store in the unit any food, explosives, highly flammable Material, dangerous or noxious substance, animals, etc. The Tenant agrees that no business will be conducted on or from the unit without the written consent of the Landlord.

The Tenant agrees that no items will be stored in the unit which would violate any law or ordinance now or hereafter nor store any items which will violate the provisions of the insurance policy on the building. The Tenant will not store any items which would result in any increase of the Landlord's operating costs.

6. ACCESS - The Tenant's account must be current and paid in full or no access will be granted to the storage facility. The Tenant will be provided an access code to

the facility which can be used at any time. The Tenant will be responsible to provide their own padlock for the unit being rented. As the gate to the compound is not automated, it is the Tenants responsibility to lock the compound as they exit the property.

7. LIABILITY AND INSURANCE - The Tenant agrees that the Landlord is not in any way responsible for any property which the Tenant may place in the storage unit or within the compound. Any property stored in the unit is at the risk of the Tenant and the Landlord shall not be responsible for any damage or loss of such property. The Tenant agrees that the Landlord will not be held responsible for any claims of any person or for any damage to such property. The Tenant acknowledges that the Landlord provides no insurance coverage for any property of the Tenant. The Landlord shall not be liable, directly or indirectly, for loss of or damage to the property of the Tenant, whether such loss is attributable to the negligent acts or omissions of the Landlord or its agents and no matter what the cause of such loss or damage may be, including fire, explosion, water, wind, theft, excessive heat, or any other cause whatsoever.

8. BILLING AND DELINQUENCY POLICY – The Tenant will not receive any invoicing or statements of account. Overdue/Delinquent accounts

- Ten (10) days overdue - a notice will be sent to the Tenant notifying them of the arrears and that the storage unit will be locked until all arrears and penalties are paid in full.
- Twenty (20) days overdue - a second notice will be issued of the delinquent account and a notice that further delinquency will result in forfeiture of the locker and seizure of the contents therein.
- Forty (40) days overdue – The storage unit and all contents therein become the property of Morris Self Storage Ltd. to be auctioned off or sold.
- Forty (40) days overdue (Outdoor Storage) – The Tenants Vehicle/equipment will be towed off the premises at the expense of the Tenant.

IF ANY ACCOUNT IS CONSISTENTLY LATE, THE TENANT WILL BE REQUIRED TO PAY THREE (3) MONTHS IN ADVANCE IF THEY WISH TO REMAIN A TENANT.

Any special offers or discounts will be void if the terms of this contract are broken in any way.

9. RIGHT OF ENTRY AND DISPOSAL - The Tenant agrees that if the Tenant fails to pay the rent when due or vacate the unit promptly upon the expiration of this lease, the Landlord shall have the right to:

- a) Dispose of the contents by public and private sale, upon such terms and conditions as are reasonable.
- b) Apply the proceeds of the sale of the contents firstly to the cost of such sale, secondly to the payment of any amount due from the Tenant to the Landlord under the terms of this lease, and any remaining funds will be deposited in the Landlord's trust account. The Landlord will notify the Tenant of the amount in trust and release any such funds to the Tenant if requested. If the tenant fails to request the remaining funds held in trust within a period of ninety (90) days from the date of notice, the trust account will be closed and the funds therein shall be retained by Morris Self Storage Ltd.

10. LOSS OR EXPENSE - If the Landlord suffers or incurs any damage, loss or expense or is obliged to make payment for which the Tenant is liable hereunder due to failure of the Tenant to observe and comply with any of the terms of this lease including reasonable solicitors fees where it shall be necessary for the Landlord to obtain the services of a solicitor for the purposes of collecting rent in arrears or enforcing the performance of any of the terms of this agreement then the Landlord shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rental. Any such amount shall immediately become due and payable and any such amount or cost, that is unpaid, shall bear interest at the rate of twenty-four (24) percent per annum.

11 – NOTICES - Notices shall be sent by email or mail to the addresses of the Tenant or the Landlord as per section 12 "ADDRESSES". Any notices sent will be deemed to have been received by the other party three (3) business days. The Tenant is responsible to notify the Landlord of any address changes. The Landlord will not be responsible for undelivered notices due to address changes.