

EAGLE VALLEY RV STORAGE RENTAL TERMS & CONDITIONS

1. RENTAL OF SPACE: Eagle Valley RV Storage agrees to rent to the Customer a designated space in the storage yard located at 5621- 63 Street in Drayton Valley, Alberta for the sole purpose of storing the recreational vehicle specified above. The initial term specified above and any automatic monthly period extensions to the initial term constitute the "Term" of this agreement. The Term of this agreement will be automatically extended for a one month period upon the expiry of the Initial Storage Term.

WRITTEN NOTICE OF CANCELLATION MUST BE RECEIVED TEN (10) DAYS PRIOR TO END OF THE INITIAL STORAGE TERM SHOULD THE CUSTOMER WISH TO CANCEL THE AGREEMENT.

Subsequent terms will automatically renew for term of the initial agreement in the absence of the customer's written notice of cancellation received ten (10) days prior to renewal. **EAGLE VALLEY RV STORAGE MAY REFUSE TO EXTEND THE TERM** provided it provides the Customer ten (10) days written notice of its intention not to extend the term. The Agreement will terminate at the end of the current term.

2. RENT:

(a) The Initial Term Rent and the initial one month automatic extension shall be referred to collectively as "Rent".

(b) The Initial Term Rent shall be paid on or before the date of this Agreement and subsequent terms shall be paid in advance of the expiry of the agreed rental period.

(c) There are no daily rents or prorating of rent within the rental period.

(d) Eagle Valley RV Storage accepts payment in cash, credit card, debit card, E transfers and money order and reserves the right to refuse cheques in payment of rent.

(e) **REFUND POLICY: The minimum rental term is one (1) month. The maximum rental term is twelve (12) months. NO refunds are provided if the customer chooses to move out before the agreed on rental term expires. Should the customer move out prior to the end of the rental term the remainder of the term is considered forfeited to Eagle Valley RV Storage.**

(f) **By signing this Rental Agreement, the Customer agrees and permits Eagle Valley RV Storage to charge his/her CREDIT CARD AUTOMATICALLY whenever the Rent & Fee(s) become due unless this Agreement is cancelled in writing 10 days prior to the expiry date of this Agreement.**

(g) **NO INVOICES OR STATEMENTS WILL BE SENT.** Should invoices be required arrangements must be made with Eagle Valley RV Storage when entering into the Initial Term Agreement. Credit Card receipts will be emailed or faxed to the Customer if requested. Should payment be made on behalf of the Customer by **ANOTHER PARTY;** information identifying the Customer and the Space for which the payment is intended must be included with the payment.

3. CUSTOMER'S PRIVILEGES: While this agreement is in force and provided that the Customer is not in breach of any term of this Agreement, the Customer may:

(a) use the space for parking/storing the Unit of which the Customer is in lawful possession

(b) have access to the Space during the posted business hours:

MAY 1 TO SEPTEMBER 30: 8:00 AM - 8:00 PM - OPEN DAILY 7 DAYS PER WEEK

OCTOBER 1 TO APRIL 30: 9:00 AM - 5:00 PM - OPEN MONDAY - FRIDAY

ACCESS OUTSIDE OF POSTED HOURS MAY BE ARRANGED BY CONTACTING EAGLE VALLEY STORAGE BY TELEPHONE AT 780 898 4444 - 24 HOURS IN ADVANCE OF ACCESS

(c) **CUSTOMER MUST REPORT TO THE OFFICE** upon arrival to inform personnel that the unit is being removed or inspected. The owner must accompany any individual wishing to view or inspect the unit. Only individuals authorized by the owner to remove the unit on their behalf as indicated on the rental agreement will be permitted to remove the Unit. A valid driver's license with photo ID will be required to verify identity. Eagle Valley RV Storage has implemented this procedure to limit access to the unit by unauthorized individuals.

4) USE, MAINTENANCE AND REPAIR:

- (a) The Customer is permitted to access the space for the purposes of deposit, Storage and removal of the unit, or to retrieve articles from or place articles in the unit. The Customer shall not use the space for any purpose that creates waste, nuisance or unreasonable annoyance to Eagle Valley personnel or to other customers.
- (b) The Customer may only park/store the Unit in the space if the customer is the owner of the unit or is authorized by the owner to store/park the Unit in the space.
- (c) The Customer shall not use the Space for any unlawful purpose.
- (d) The Customer is responsible for the repair and reclamation of the Space to the satisfaction of Eagle Valley Storage, including clean-up of oil and other fluid spills resulting from the parking, storage and removal of the Unit in/out of the Space.
- (e) Smoking is not allowed in the Space but is permitted in the designated smoking area
- (f) The Customer shall not erect any signs, notice or advertising material on the Space
- (g) The Customer shall not do any repairs, fabrication, mechanical or other related work on the Space or Premises without the written consent of the management of Eagle Valley RV Storage. Consent is at the discretion of management. Repairs to be done at the designated maintenance site.
- (h) Only one unit shall be parked per Space

5) EAGLE VALLEY RV STORAGE RESERVES THE RIGHT TO MOVE YOUR RECREATIONAL VEHICLE to another parking stall for site maintenance and safety purposes. At the discretion of Eagle Valley RV Storage this move may be permanent and no cost to the Customer.

6) NON-LIABILITY OF EAGLE VALLEY RV STORAGE AND INSURANCE OBLIGATION OF CUSTOMER:

- (a) Eagle Valley RV Storage shall have no obligation to insure the customer's unit or property stored on the space.
- (b) The Customer must obtain any insurance required for the unit at their own expense
- (c) The Customer shall have no claim against Eagle Valley RV Storage and Eagle Valley RV Storage shall have no liability for any loss or damage to the customer's unit or 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 Eagle Valley Storage, its agents or employees, and the Customer releases Eagle Valley RV Storage, its agents and employees from any claims or responsibility in the event of loss or damage.
- (d) Eagle Valley RV Storage shall have no liability to the Customer, its agents, invitees or others caused by any condition existing near or about the Space or the Premises or resulting from the activities of the Customer. The Customer shall indemnify and hold Eagle Valley RV Storage harmless from any claims of any third persons arising in any manner out of the Customer's use of the Space
- (e) The Customer waives all rights or claims it may have at law or in equity against Eagle Valley RV Storage in respect to any obligations that it may have as a bailee or breach of this contract or loss or damage to the Unit or the Customer's property on the Space are limited to those specifically contained in this Agreement.

7) NO ASSIGNMENTS: The interest of the customer in this agreement may not be sublet or transferred by the Customer, or by operation of law without the prior written approval of Eagle Valley RV Storage. The approval by Eagle Valley RV Storage to any assignment, subletting, or other transfer shall not be deemed to be an approval of any other subsequent assignment, subletting or other transfer.

8) CONDITIONS OF SPACE AND PREMISES: The Customer acknowledges that it has viewed and accepted the space as suitable for their intended purposes and is fully familiar with the physical condition of the Premises and Space. Eagle Valley RV Storage has made no representations or warranties, express or implied, of any nature whatsoever in connection with the condition of the Premises or the Space, and the Company shall not be liable for any latent or patent defects therein or any damaged caused thereby, including damage caused by fire, water leaks, flooding, sinking, soil shifting, vermin, moisture, cold, heat, dryness or any other condition of the Space or Premises from time to time.

9) NOTICES: Notices given to the Customer under this Agreement shall be in writing and deemed served either personally, by mail, by fax or email, to the last address/contact information provided by the Customer or, in the case of a change to Monthly fees, by posting details on the Eagle Valley RV Storage website. Notices to Eagle Valley RV Storage must be served personally, by postal mail, fax or email to the office of the on the Premises. Notices to the Customer shall be deemed to be delivered whether actually received or not, when deposited in Canadian mail, by a fax receipt or email read receipt or, in the case of a change to the Monthly Fees, upon posting on the Eagle Valley RV Storage website. It is the responsibility of the Customer to inform Eagle Valley RV Storage of any address, fax and or/email change and to monitor the Eagle Valley RV Storage website for changes to monthly fees.

10) CHANGE OF TERMS:

(a) With the exception of the Rental Fees, all terms and conditions of this Agreement are **SUBJECT TO CHANGE** upon one (1) month prior notice to the Customer. The Customer may terminate this Agreement on the effective date of the change. The change shall become effective and apply to this Agreement if the Customer does not elect to terminate the Agreement.

(b) From time to time after the initial Storage Term, the Company reserves the right to change the Rental Fees. The new rates will be dated and posted in our office, on our website on fifteen days prior to the date they take effect. The new rental fees will be adjusted on the date of renewal of this Agreement. Should the customer find the new rental fees unacceptable, the Customer has the option to cancel this Agreement immediately and without penalty or notice to the Company. In this circumstance the Customer shall vacate the Space at the end of the current rental term.

11) NON COMPLIANCE WITH AGREEMENT: Should the Customer be in breach of any of the provisions of this Agreement and Eagle Valley RV Storage has provided the Customer with written notice specifying the breach and demanding the breach be rectified within ten (10) days of the receipt of such notice, then Eagle Valley RV Storage may terminate this Agreement or take other such actions to resolve the breach. Such termination or other action shall not relieve the Customer of the obligation to pay Rental Fees and other charges owing under this Agreement.

12) INTERPRETATION OF AGREEMENT:

(a) Should any term or provision of this Agreement or the application thereof to any person or circumstance be determined to be invalid or unenforceable, then such term or provision shall be removed. The remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be considered valid and enforceable.

(b) Time is of the essence of this Agreement

(c) The captions of this Agreement are for convenience only do not affect the construction or interpretation of the terms of this Agreement.

(d) This agreement constitutes the sole and only Agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties with respect to the content of the agreement.

(e) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13) TERMINATION BY CUSTOMER: The customer may terminate this agreement after the initial rental term by providing the company a minimum of ten (10) days written notice prior to terminating the agreement. Outstanding fees must be paid prior to removal of the unit. The Customer agrees to rake, fill ruts, remove garbage, miscellaneous items and clean up any oil or liquid spills. **The Customer will return the Space in its original clean and vacant condition. All outstanding rent and fees must be paid before the Unit is released.**

14) EAGLE VALLEY STORAGE PROCEDURES FOR COLLECTION OF DELINQUENT RENT AND FEES

(a) COMPANY'S RIGHT TO DISTRAIN UPON THE UNIT: Should the customer fail to pay rent and fees due under this agreement and the situation is not rectified within ten (10) days of notification Eagle Valley RV Storage will have the right to seize the Unit. Upon default the storage fees will be revert to the monthly rate for the Unit as per Eagle Valley RV Storage rate schedule. The Unit may be secured on site or removed from the premises as determined by Eagle Valley RV Storage. To secure the unit, Eagle Valley RV Storage may use any method it deems appropriate to prevent removal of the Unit by the Customer, including but not limited to a tire lock. Such measures will not terminate this Agreement.

Any sale of the Unit is at the sole and absolute discretion of Eagle Valley RV Storage, may be by private contract and for such purpose Eagle Valley RV Storage may at the Customer's expense employ bailiffs or agents as it deems appropriate. In the event of a sale of the Unit by Eagle Valley RV Storage the proceeds shall first be applied to all the outstanding amounts owing by the Customer to Eagle Valley RV Storage and the balance of the proceeds of sale, if any, will be paid to the Customer. The Customer does hereby release the Company and its servants, agents, employees, contractors and affiliates from and against any and all loss, damages, costs and liability whatsoever arising from a wrongful distress or seizure hereunder.

(b) DEFAULT OF PAYMENT: The Customer shall be deemed in default automatically upon non-payment of ANY RENT, FEES OR CHARGES INCLUDING OFF SITE STORAGE when due without further notice to the Customer. In the event of the Customer's default in payment of Monthly Rent or other charges due hereunder, and the securing or removal and storage of the Unit, the Customer shall be liable for Monthly rent and other applicable fees and charges to and including the date on which all Monthly Rent, arrears and other charges of the Company are paid in full. Upon full payment the Customer shall remove the Unit from the storage Space.

(c) SALE OF THE UNIT IN DEFAULT: In the event that Eagle Valley RV Storage elects to sell the unit to cover the costs of unpaid storage the Customer shall be liable for all Monthly Rent, arrears and lawful charges to the Eagle Valley RV Storage to and including the date of removal by Eagle Valley RV Storage and storage or sale of the Unit, as the case may be. In the latter case the Customer shall be liable for all of the Company's lawful charges including a cost for storage which will be not to be not less than TWO times the amount of the required Monthly Rent. To secure its interest in the Unit Eagle Valley RV Storage will be entitled to store the Unit in any other available space on or off the premises at the applicable storage fee, whether or not the fee for storage is higher or lower than the current monthly rent. Eagle Valley RV Storage shall not be liable for any increased fees as incurred, damage or inconvenience to the Customer resulting from this action.

(d) NO LANDLORD AND TENANT RELATIONSHIP: The Company, its employees, servants, contractors or agents may enter upon the Space for ANY purpose, including but not limited to confirming the Customer's compliance with this Agreement, or in the event of a perceived emergency. No advance notice of entry is required or will be given to the Customer. Should Eagle Valley RV Storage enter the Unit for reasons of emergency or for the removal, storage or sale of the Unit as the result of default of payment pursuant to this Agreement the Customer hereby authorizes the Eagle Valley RV Storage to enter the Unit using whatever reasonable means necessary

(e) EAGLE VALLEY RV STORAGE IS NOT A BAILEE and has no obligations or liabilities whatsoever to secure, protect or maintain the unit.

(f) CUSTOMER IS NOT ENTITLED TO ANY PRIVACY RIGHTS in respect to the Space and any rights that a Tenant may typically have in a Landlord and Tenant relationship are specifically limited in this Agreement and do not exist except as otherwise provided herein. Eagle Valley RV Storage retains the right of entry and re-entry to the Unit and may upon presentation of lawful demand, permit access to or the removal of goods from the Customer's allocated space, as may be required by law without notice to the Customer, or liability to the Customer for any loss or removal of property, or damages associated therewith.

15) EAGLE VALLEY RV STORAGE REGULATIONS

- (a)** Customers must check into the office prior to proceeding to their Unit
- (b)** Maximum speed limit in the compound is 5 KM. Please obey all traffic signs
- (c)** Access hours are posted on the site and may be changed by the company by posting on the site and on the website
- (d)** Poison may be used for rodent/vermin control
- (e)** Pets must be kept on a leash and small children should be supervised closely
Customer's must pick up waste left by their pets or a pet waste removal fee of \$25.00 will be charged
- (f)** Discharge of clean, grey or black water from storage tanks onto the property is prohibited. A sani-dump is available on the premises. Violators will be charged \$150.00 environmental clean up fee. Black and grey water valves must be closed securely avoid leaking or odours. A secure weather proof tub must be placed under the tank discharge to contain any leakage. Rental tubs are available
- (g)** Use of plywood or other hard material as wheel covers is not permitted as strong winds can blow the the wheel covers into other units.
- (h)** Firewood, barbeques and other contents cannot be stored outside of the unit
- (i)** Items that cannot be stored in the Space include dangerous chemicals, explosives, flammable liquids, gasoline other than the gasoline in the tank of the unit. Oily or wet piles of rags, perishable or packaged food not in sealed cans, illegal or stolen goods, firearms or any other items that create a potential hazard or inconvenience to other customers
- (j)** Propane tanks cannot be discharged on site
- (k)** Tarps must be tightly secured, awnings, steps and stairs must be retracted and secured. Slide outs cannot be extended in the Space - units must be removed to the designated maintenance area for pre-trip and post trip inspection or maintenance.
- (l)** Please return the unit to your designated parking Space. Park so that your unit is in the center of the space. Please ask for the assistance of a spotter when parking in close proximity to other units. A \$50.00 fee is charged if Eagle Valley RV Storage must reposition the Unit in the Space.
- (m)** Smoking is not permitted in the Space due to fire hazard. Please smoke in the designated smoking areas and dispose of cigarette butts in the designated containers on site.

14) EAGLE VALLEY RV STORAGE PROCEDURES FOR COLLECTION OF DELINQUENT RENT AND FEES

(a) The Customer confirms they have read and received a copy of the procedures for **COLLECTION OF DELINQUENT RENT AND FEES** included with this agreement.

(b) The Customer acknowledges by their signature that they have read, understand and accept the process outlined with regard to **EAGLE VALLEY RV STORAGE PROCEDURES FOR COLLECTION OF DELINQUENT RENT AND FEES**.

X _____
Customer Signature

X _____
Eagle Valley RV Storage

15) EAGLE VALLEY RV STORAGE REGULATIONS

(a) The Customer confirms they have read and received a copy of the regulations outlining the rules and governing the **USE OF THE RENTAL SPACE AT EAGLE VALLEY RV STORAGE**.

(b) The Customer acknowledges by their signature that they have read, understand and accept the rules and terms of use of the **RENTAL SPACE** outlined in the **EAGLE VALLEY RV STORAGE REGULATIONS**

X _____
Customer Signature

X _____
Eagle Valley RV Storage

16) The Parties of this Agreement hereby agree to the **EAGLE VALLEY RV STORAGE RENTAL TERMS AND CONDITIONS AGREEMENT shall be construed according to the laws of the Province of Alberta, and in the event of a dispute, be resolved by the jurisdiction of the Courts of the Province of Alberta.**

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Eagle Valley RV Storage

DATE: _____

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X _____
Customer Signature

X _____
Eagle Valley RV Storage

DATE: _____

DATE: _____

**EAGLE VALLEY RV STORAGE LTD
RECREATION VEHICLE PARKING
RENTAL AGREEMENT**

PHONE 780-542-4444

EMAIL: admin@evrr.ca

FAX: 780-542-7686

BOX 5334, DRAYTON VALLEY, AB T7A 1R5
LOCATED AT: 5621 - 63st, DRAYTON VALLEY

CUSTOMER:			OFFICE USE ONLY																																														
LAST NAME FIRST NAME MIDDLE INITIAL			RV License No.:		RV Stall No.:																																												
ADDRESS 1:			VEHICLE MAKE:																																														
ADDRESS 2:			AGREEMENT DATE:		GATE ACCESS CODE:																																												
CITY PROVINCE POSTAL CODE			MOVE IN DATE:																																														
HOME TEL:			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 20%;">MONTHLY RENT:</td><td style="width: 10%;">\$</td><td style="width: 10%;">+ GST</td><td style="width: 10%;">\$</td><td style="width: 10%;">=</td><td style="width: 10%;">\$</td></tr><tr><td>INITIAL STORAGE TERM</td><td><input type="checkbox"/> 6 MONTHS</td><td><input type="checkbox"/> 12 MONTHS</td><td colspan="3"></td></tr><tr><td>INITIAL TERM RENT</td><td>\$</td><td>+ GST</td><td>\$</td><td>=</td><td>\$</td></tr><tr><td>DISCOUNT %</td><td>\$</td><td>+ GST</td><td>\$</td><td>=</td><td>\$</td></tr><tr><td>CLEANUP FEE:</td><td>\$</td><td>+ GST</td><td>\$</td><td>=</td><td>\$</td></tr><tr><td>OTHER CHARGES:</td><td>\$</td><td>+ GST</td><td>\$</td><td>=</td><td>\$</td></tr><tr><td colspan="5" style="text-align: right;">\$</td><td style="text-align: right;">TOTAL CHARGE</td><td style="text-align: right;">\$</td></tr></table>				MONTHLY RENT:	\$	+ GST	\$	=	\$	INITIAL STORAGE TERM	<input type="checkbox"/> 6 MONTHS	<input type="checkbox"/> 12 MONTHS				INITIAL TERM RENT	\$	+ GST	\$	=	\$	DISCOUNT %	\$	+ GST	\$	=	\$	CLEANUP FEE:	\$	+ GST	\$	=	\$	OTHER CHARGES:	\$	+ GST	\$	=	\$	\$					TOTAL CHARGE	\$
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ADDRESS 1:																																																	
ADDRESS 2:																																																	
CITY PROVINCE POSTAL CODE																																																	
TELEPHONE:																																																	
IF YOU ARE NOT THE OWNER OF THE VEHICLE DEPOSITED, ARE YOU AUTHORIZED BY THE OWNER TO POSSESS THE VEHICLE? <input type="checkbox"/> YES <input type="checkbox"/> NO																																																	
RELATIONSHIP TO OWNER OF VEHICLE: <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> AGENT <input type="checkbox"/> FRIEND <input type="checkbox"/> FAMILY MEMBER <input type="checkbox"/> OTHER																																																	
DOES ANY OTHER PERSON OR PARTY HAVE A LIEN ON OR SECURITY INTEREST IN THE VEHICLE BEING DEPOSITED? <input type="checkbox"/> YES <input type="checkbox"/> NO																																																	
IF YES, NAME/ADDRESS/PHONE No. OF PERSON/PARTY																																																	
OWNERS AUTHORIZED FOR ACCESS: <i>ONLY AUTHORIZED INDIVIDUALS CAN REMOVE RV FROM STORAGE</i>																																																	

**INDIVIDUALS MUST PROVIDE PHOTO ID TO REMOVE RV FROM STORAGE.
RV CANNOT BE REMOVED FROM STORAGE UNTIL ALL FEES ARE PAID.**

Ink Pot Ref # S8190