



Gibbons Mini Storage Term and Conditions

The owner of the storage unit agrees to the following terms and conditions:

1. The rent will be prorated when checking in to the first day of every month then due each month on the 1st of every month there after. If storage payments are not paid within 4 days of the due date, there will be a \$20.00 late fee. Another late fee of \$20.00 will be assessed on the 15th day if the balance is still unpaid. The Client will pay the operator a service charge of \$20.00 for any NSF cheques. A \$25.00 administration fee will be assessed to any new client on first month.
2. The client will use the unit solely for the purpose of storing his/her own personal property and for no other purpose whatsoever. The client represents that there are no duly perfected security interests in the property to be stored in the said unit except (describe the specific item of property and give the name and mailing address of security interests holder)
3. The client will NOT use the unit for any unlawful purpose, and he/she will NOT keep in the unit animals, explosives, flammable materials, anything giving off noxious or offensive odors, any refuse, garbage or any objectionable material, anything which may create a nuisance, attract animals or pests, or which may violate fire laws or regulations, anything which may cause the rate of insurance upon the building to be increased or which might cause or contribute to the cancelation or refusal of insurance coverage or anything which may damage the building.
4. Any damage caused to the unit during the term of this contract, except for damage by fire not caused by the client, will be repaired at client's expense.
5. All property stored within the unit by the client will be at the client's sole risk. The client hereby agrees to indemnify the operator and hold him harmless from any loss, damage, expense or claim arising out of the clients act or omission to act, and the operator will not be liable to the client for any loss or damage that may be occasioned by or through the act of omission to act of the operator, other clients, or any other person.
6. The Client will, at his/her expense, obtain his/her own insurance, if any, for the property stored on the premises. The operator shall not be responsible for theft or damage, if any, to the Client's property by fire, water, rodent, vandalism, weather conditions, or otherwise, weather due to acts of omission by operator or its agent or any other person.
7. The client may terminate this contract after the expiration of the first month by giving the operator thirty (30) days' notice in writing or email.
8. The operator may terminate this contract at any time upon giving the Client twenty (20) days' notice in writing or email.
9. In the event this contract is for a fixed term and the client remains in possession with the Operators consent, a month to month contract shall be deemed to have been created and the other terms and conditions of this contract shall apply.
10. Upon expiration of this contract for whatsoever reason the Client will give up possession and will leave the unit in as good and clean a condition as it was at the beginning of this contract; reasonable wear and tear and loss by fire not caused by the Client excepted.
11. No waiver by the Operator, or breach by the Client of covenants contained herein to be kept or performed by the Client's shall be deemed or considered a continuing waiver and shall not operate to bar or prevent the Operator's from declaring forfeiture for any succeeding breach of the same or other conditions.
12. **BILLING AND DELINQUENCY POLICY** No billings or statements are sent to you. If you are one day overdue you will receive an email to the email provided. If your payment is ten (10) days overdue, you will receive a phone call twenty (20) days overdue you will receive a phone call and Email, thirty (30) days overdue, your storages lock will be changed and your account will be delinquent, forty-four (44) days overdue, All goods will be auctioned off by public or private sale. All 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 excess will be deposited in the Landlord's trust account for a period of ninety (90) days IT IS UP TO THE TENANT TO CONTACT THE LANDLORD WITHIN THAT PERIOD THEN WILL MONIES BE RELEASED. Failure to do so and the Tenant shall terminate the trust and the Landlord shall be entitled to retain the excess funds. IF ANY ACCOUNT IS CONSTINTLY LATE, YOU WILL BE REQUIRED TO PAY THREE (3) MONTHS IN ADVANCE IF YOU WISH TO REMAIN A TENANT. The Client agrees to abide by all the Operator's rules and regulations put into effect from time to time and posted on the site.
13. The Client understands that the Operator is renting space for the Client's self-service use and is not a bailor or warehouseman in the business of storing goods for hire.
14. The Client understands that the Operator does not provide insurance coverage on any property stored by the Client.
15. Any notice by the Operator to the client will be deemed to have been served upon the Client two business days following the date of mailing to the Client, if mailed by the operator by ordinary mail, postage pre-paid and addressed to the Client at the address shown on this contract or such other address as the operator may be notified in writing.
16. The Client will not assign this contract or sub-let the unit, without the written consent of the Operator.
17. The Operator reserves the right to relocate the Client (without expenses to the Client) in any other unit located on the site.
18. The Operator reserves the right to change any or all terms of the contract on 15 days written or email notice
19. The Client will provide at his/her cost and expense a lock of sufficient size and strength to secure the unit.
20. The covenants contained in this contract will extend to and be binding upon the parties, executors, administrators and assigns.

The undersigned Client has read, understands and agrees to comply with the terms and provisions of this contract and the rules and regulations. The undersigned acknowledges receipt of a copy of the current rules and regulations and acknowledges that he/she has read the Self Storage Rules and Regulations and the Self Storage Tips as provided by GIBBONS MINI STORAGE INC.

EXECUTED this _____ day of _____, 20____.

Client: _____

Per: _____

GIBBONS MINI STORAGE