

## **TERMS OF STORAGE**

### **Definitions**

- (a) "LCSS" refers to the corporate entity LAKE COUNTRY STORAGE SOLUTIONS which does business at 10397 Lodge Road, Lake Country, British Columbia, V4V 1B6.
- (b) "Owner" means the legal registered owner of the unit being a boat, recreational vehicle, vehicle, trailer or other item for storage as outlined on the Client Information sheet.
- (c) "Boat" "RV" and "vehicle" means the vehicle as outlined on the Client Information Sheet and can be substituted throughout for the appropriate item which the Owner is storing with LCSS.
- (d) "Client Information Sheet" refers to the document with vehicle information and acknowledgement of terms attached hereto.
- (e) "Agreement" means the acknowledgement of these Terms of Storage by the Owner and the acceptance of these terms, pursuant to the acknowledgement signed on the Client Information Sheet.

### **1. SPACE**

The storage space shall be the net amount of space taken up by the size of the boat on its trailer, or the size of the recreational vehicle, or vehicle as described above. Storage of any loose equipment within the boat or vehicle shall be allowed provided that the total weight of this equipment does not exceed 100 pounds and does not protrude beyond the dimensions as set out in the Client Information Sheet. LCSS may change the space assignments from time to time in its sole discretion.

### **2. PERIOD**

The period of storage shall be outlined pursuant to the information contained in the Client Information Sheet, and commence either as monthly storage or for a set period of time ("Term" can mean either an agreed upon length of time to be paid in advance, or a recurring monthly term commencing on a set date). All set storage Terms shall be renewed as a month to month basis following the end of the initial Term, or the first month if it is an ongoing Term, unless otherwise directed by the Owner. LCSS reserves the right to increase the monthly storage rate at their sole discretion following the end of the initial Term.

### **3. STORAGE FEE**

The storage fee for the space for the Term shall be as set out in the Client Information Sheet plus GST (the "Storage Fee"), and payable in advance of the Term commencement date. A deposit amounting to 20% of the total fee shall be paid on the execution of this Agreement and the balance payable on the commencement of the Term. LCSS reserves the right to increase the Storage Fee at their sole discretion following the end of the initial Term.

### **4. PREMISES**

The storage premises are located at 10397 Lodge Road, Lake County, British Columbia, V4V 1B6 (the "Premises"), and shall be a secure fenced yard with suitable parking area for recreational vehicles and boats. The Premises are not heated or enclosed within a building.

## **5. INSURANCE AND RISK**

The Owner shall provide LCSS with evidence of comprehensive All Risks insurance coverage as well as Public Liability cover of at least \$1,000,000.00 per occurrence, and shall bear the risk of loss or damage to all property stored in the space provided on the Premises. LCSS shall not provide any insurance for any property stored and shall not be responsible for any loss or damage to such property, whether caused by fire, water, earthquake, theft, vandalism, rack failure, or any other cause whatsoever. The Owner agrees to indemnify and to hold LCSS and its successors, assigns, employees, agents, members and landlords harmless of any and all claims for damages or destruction that may occur. The Owner, the Owner's guests, crew or agents shall also use any facilities provided by LCSS at their own risk.

## **6. DESTRUCTION OF PREMISES**

In the event that the Premises and / or space are partially or totally destroyed as a result of either a natural or man-made disaster, LCSS may, at its sole discretion, repair the Premises in which case this agreement shall continue in full force and effect, or choose to terminate this agreement in which event all unused Storage Fees paid shall be refunded to the Owner.

## **7. HAZARDOUS AND ILLEGAL SUBSTANCES**

Under no circumstances shall the Owner store any hazardous or illegal materials or substances in any space provided at the Premises. If unsure what constitutes such materials or substances the Owner shall immediately advise LCSS of the presence of the materials or substance. The Owner and LCSS agree that LCSS at its discretion alone shall determine whether or not the said material or substance is hazardous and whether or not the said material or substance shall be removed from the Premises. Should LCSS decline to give its approval for the presence of the said material or substance the Owner must remove same from the Premises.

## **8. PREVENTATIVE MEASURES**

Notwithstanding the provisions of paragraph 9 above, in order to prevent any spillage due to expansion and overflow the boat or recreational vehicle or vehicle shall not be stored at the Premises if its fuel tanks are more than 80% full, or if any oils, lubricants or other flammable fluids are contained anywhere other than in the appropriate containers which the manufacturer provides as part of the mechanical circuitry of the engine and gearbox. The Owner shall be liable for any clean up or damage which might occur to the Premises or surrounding property belonging to others as a result of any contravention of this Term of the Agreement. As a further precaution the boat, recreational vehicle or vehicle must be fitted with a battery cut-off switch, which must be engaged by the Owner prior to storage. If the boat, recreational vehicle or vehicle does not have such a switch one may be fitted by LCSS at the Owners request and expense.

## **9. NUISANCE AND CONDUCT**

The Owner shall not accumulate nor store any waste on the Premises, or cause any nuisance or act which may disturb or interfere with LCSS's or other Owner's reasonable use and enjoyment of the Premises. The Owner is prohibited from carrying out any repair or maintenance of the boat, recreational vehicle or vehicle at the Premises without the express written consent of LCSS, which said consent may be withheld at LCSS's discretion alone.

## **10. TERMINATION OF THE AGREEMENT**

LCSS shall have the right to terminate this agreement for cause immediately if the owner breaches any term of this agreement and either party may terminate this agreement for any reason **without** cause upon thirty (30) days written notice to the other. PROVIDED FURTHER that in the event LCSS shall terminate this agreement for cause the Storage Fee without deduction or set off shall be absolutely forfeited by the Owner to LCSS.

**11. ACCESS**

LCSS shall have unrestricted access at all times to the whole of the Premises, including such space as may be occupied by the Owner and spaces occupied by the property of the Owner. The Owner shall have access to the Premises at any time during normal business hours.

**12. ASSIGNMENT**

For an assignment and administration fee of \$100.00, payable by the Owner to LCSS in advance, an Owner may assign or sublet the Owner's space to any other person with the prior written approval of LCSS, provided such assigns and new owner accepts, abides by and agrees to be bound by the terms and conditions of this agreement.

**13. WAIVER OF RIGHTS**

No relaxation or indulgence which LCSS may extend to the Owner from time to time shall in any way prejudice the rights of LCSS granted by this agreement or be construed as a waiver of its rights hereunder.

**14. LIEN**

The Owner understands and agrees that LCSS shall have a lien on all property stored at the Premises as security for all financial responsibilities, obligations and liabilities of the Owner that may be applicable or become applicable under this agreement and the Owner shall be responsible for all costs associated in satisfying such liens or to enforce the terms of this agreement, including but not limited to legal fees and expenses incurred by LCSS. PROVIDED FURTHER the Owner acknowledges and agrees that LCSS may seize and sell the Owners' property including without limits boats, recreational vehicles and vehicles in order to collect monies that may be owing by the Owner to LCSS under this agreement pursuant to the provisions of the **Warehouse Lien Act, R.S.B.C. v1996 c.480**.

**15. BUSINESS HOURS**

The Owner shall comply with the business hours and notification periods required for access to and the removal of the boat, recreational vehicle, trailer or other unit from the storage space.

**16. OTHER BUSINESS**

No outside contractors, service organizations or individuals shall be permitted to undertake any work on any boat, recreational vehicle or vehicle stored on the Premises, without the prior written approval of LCSS. No advertising or soliciting shall be permitted without the prior written consent of LCSS.

**17. LAW AND JURISDICTION**

In relation to the stored property the Owner shall at all times comply with all provincial and federal ordinances and statutes. The Agreement shall be interpreted and governed in all respects by the laws of British Columbia.

**18. ENUREMENT**

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs and assigns.