

**Inner City Moving & Storage**  
**STORAGE RENTAL**  
**TERMS & AGREEMENT**

**YOUR INFORMATION**

**Customer Information:**

**Name**

**Address**

**City, Province**

**Postal Code**

**Telephone**

**ID/Drivers Lic.**

**Email Address**

**Emergency/Alternate Contact Information:**

**Name**

**Address**

**City, Province**

**Postal Code**

**Telephone**

**Persons Authorized for Access**

**YOUR FEES & CHARGES**

**1. Your Rental Agreement**

The Rental Agreement starts on the day of rental and continues as a month-to-month rental.

**2. Your Payments to Us**

- **Due Date** - Your monthly rent, plus any applicable taxes, for each month is due on the anniversary of your move date.
- **Methods of Payment** - You may pay your monthly rent with cash, direct deposit from your bank account to ICM or an approved credit card (You can conveniently sign up for credit card Automatic Payments). We apply your payments first to outstanding monthly rent (oldest to newest), then to outstanding fees and then to any other charges (oldest to newest).
- **No Payment Notice** - Charges for monthly rent, fees and any other charges are due whether or not you receive a billing statement or payment notice.
- **No Refunds or Prorations** - You will not be entitled to any refund or proration of the first month's monthly rent or any portion of the monthly rent for the month your rental agreement terminates.
- **Our Rental Terms May Change with 30 Days' Notice** - We may change your monthly rent, fees and charges, and any other terms of the rental agreement with 30 days' written notice to you. We may send notice to your email address. By continuing to use your space, you agree to the rental agreement as changed and all of its other terms remain in effect.
- **Fees** - You agree that if your monthly rent together with all other amounts owing is not paid in full within 7 days of the due date, a late fee will be applied to your account, and this will form part of the amount owed by you. If your payments remain in arrears after 30 days, a disposal fee will be applied to your account, and the disposal process will commence.
- **Sales Taxes** - You shall pay, in addition to any amounts owing, any applicable sales tax, goods and services tax, harmonized tax or any other tax imposed and required by law.

**3. YOUR SPACE AND FACILITY**

- **Your Space; Your Lock** - You will provide/pay for a lock at your expense, to secure your storage locker.
- **Access to the Facility and Your Space** - Access to the facility and your storage locker is limited to the hours and days of operation posted at the Facility
- **Authorized Access Persons** - Your named authorized access persons are your agents and are not parties to this agreement. They have no rights as tenants under this rental agreement. They have no standing to bring any claims arising under this Rental agreement or as a result of having authorized access to the storage locker. We provide this authorized access as a convenience to you and we reserve the right to revoke it at our sole discretion.
- **Restrictions / Use of Storage**

- **No Valuables** - You will not store valuables in your storage locker, including heirlooms or precious, highly valuable, or irreplaceable property such as books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, object for which no immediate resale market exists, objects that may have special or emotional value, and records or receipts relating to the stored goods.
- **No Perishables or Hazards** - You will not store improperly packaged food or perishable goods or use your storage locker in any manner that constitutes a hazard or nuisance.  
You will not store or permit the storage of any hazardous materials (including any hazardous or toxic chemical, gas liquid, substance, material or waste, and in some jurisdictions, vehicle tires, that is regulated under any applicable law or regulation), flammable materials, explosives and other inherently dangerous materials, or property that would violate any law or regulation of any governmental authority.

#### 4. LIMITATION OF OUR LIABILITY; YOUR RELEASES

- Nothing contained herein shall be evidence or admission that aggregate value of the personal property stored in your storage locker will be, or is expected to be, at or near \$2,000.  
**Total Value Limit of \$2,000** - Because the value of the stored personal property may be difficult or impossible to ascertain, the total value of all property stored in your storage locker may not exceed \$2,000.  
We are not responsible for and you release us from any liability, loss or damage, whether to property or injury to persons from any cause ("Loss"), including without information limitation, our active or passive acts, omissions, or negligence, unless the Loss is directly caused by our intentional or reckless conduct. To the extent permitted by law, our liability for Loss from any cause will not exceed a total of \$2,000.
- You are responsible for, you release us from, and you agree to indemnify us against, any Loss in any way relating to this agreement, your storage space or your use of the facility, including injury to or loss by your visitors or invitees, and any loss that could have been insured, unless the loss is directly caused by our intentional or reckless conduct.
- You waive any right for any insurance carrier to be reimbursed by us for any claim it pays on your behalf (waiver of subrogation).
- You waive any claim that you do not make within 6 months from the date it arises. You understand that the law may otherwise afford you a longer period in which to bring claims, and you are giving up that right by agreeing to waiver.
- You specifically agree that we 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.
- Even if climate controlled, the temperature and humidity levels within your storage locker may not be constant at all times. We do not guarantee temperature or humidity ranges anywhere in the Facility, including in the locker, and you assume all risk of loss due to fluctuations in temperature and humidity from any cause.

5. **OUR DISPOSAL RIGHT TO PROPERTY IN YOUR SPACE** - We may from time to time resort to any or all rights available to us in the event you default on the payment of your monthly rent, late fees, and/or charges. We will rely on the terms of this agreement, or statute, or as provided by the Repair or Storage Lien Act R.S.O. 1990, or in equity. Each of these contain rights and remedies which shall be cumulative and not alternative, and our rights and remedies are not to be interpreted as excluding any other, or additional rights and remedies available to us at law or in equity.
- If any part of your monthly rent, fees and/or charges are not paid when due, we may deny your right to use or access your storage locker.
  - If any part of your monthly rent, fees and/or other charges are not paid for a period of more than 60 days, we will impose an additional disposal fee to your account for expenses reasonably incurred in the sale or other disposition of the property, and prepare the contents of your storage locker for disposal.
  - If you are in default for a period of more than 60 days, we may sell, destroy or otherwise dispose of any property inside your storage locker. Any proceeds from a sale of property stored in your storage locker will be used to satisfy payment of your unpaid monthly rent, late fees, and/or other fees and charges. You will have the ability to claim any excess proceeds from a sale of the property which remain after satisfaction of all amounts owing, within 90 days after the sale of the property.
  - We will send you a notice prior to the disposal or sale.
  - You agree that none of the personal property in your rental space shall be exempt from levy by distress for rent in arrears as provided for pursuant to any provincial legislation and upon any claim.

- No payment of any amount less than the total amount due shall be deemed to be satisfaction of the amounts due, and we may accept such payment without prejudice to our right to recover the balance of the total amount payable and may pursue any other remedy available to us, including enforcing our right to dispose of the property within your storage locker.

**6. STORE AT YOUR SOLE RISK; INSURANCE** - You store property at your sole risk. You are required to have insurance covering the property in Your Space. Insurance is your sole responsibility. If you do not insure the property you store, you bear the full risk of loss or damage. We will not purchase insurance on your behalf.

- To the extent that you do not obtain the required insurance coverage for the full values of your personal property stored in your storage locker, you agree that you will personally assume all risk of loss. We will not be responsible for, and you hereby release us from any responsibility for, any loss, liability, claim, expense, damage to property or injury to persons (loss) that would have been insured under the insurance coverage required, including without limitation any loss arising from the active or passive acts, omission or negligence of us (the released claims). You waive any rights of recovery against us for the released claims, and you expressly agree that the carrier of any insurance obtained by you shall not be subrogated to any claim of you against us.
- The provisions of this section will not limit our rights under section 5 above. You may obtain insurance coverage from the insurance company of your choice. Although we may provide you with insurance information, you understand that we are not an insurance company or insurance agents. We have not explained any coverage or assisted you in making any claim under any insurance policy.

**7. RELEASE OF YOUR CREDIT INFORMATION** - If you have an unpaid balance when your storage locker is vacated, we will refer your account to a collection agency and the unpaid balance may be credit-reported.

**8. OUR PRIVACY POLICY** - You authorize us to release any information regarding you or your storage locker as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts. You have received and reviewed our Privacy Policy and agree with its terms.

**9. DEFAULT, TERMINATION AND ABANDONMENT**

- You may terminate this rental agreement at any time.
- We may terminate this rental agreement even if you are not in default, by giving you written notice at least 7 days before the expiration of your rental term.
- We may terminate this rental agreement without notice to you if we reasonably determine that you have vacated or abandoned your storage locker.
- We may pursue any available remedy and our decision to pursue one remedy does not prevent us from pursuing other remedies.

**10. CHANGE OF YOUR CONTACT INFORMATION** - If any of the contact information (address, telephone, email address, etc.) for you or your emergency/alternate contact person(s) changes, you are required to inform us and your file will be updated.

**11. NOTICES; YOUR CONSENT TO ELECTRONIC COMMUNICATIONS** - Notices will be personally served or served by first class mail with postage fully prepaid to the address and party provided in this agreement or to the last known address you provided, or may be delivered electronically to your most current email address on record. Service is complete upon delivery if personally delivered, on the date mailed if mailed, or on the date and time sent by us if sent electronically. Any communications by us may be sent electronically, and you consent to electronic signatures. All electronic communications have the same legal effect as if made in non-electronic form.

Customer Signature

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Print Name:

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