

SUPER CENTER

STORAGE

Self-Storage • RV Storage • Portable Storage

10335 184 Street, Edmonton, AB — 780-652-1732

RENTAL TERMS & CONDITIONS - 2023

PLEASE READ THIS ENTIRE AGREEMENT AND REGULATIONS PRIOR TO SIGNING

- RENTAL OF SPACE:** Super Center Storage Inc. (the "Super Center") hereby agrees to rent the Customer the Space for the sole purpose of storing the vehicle or R.V. specified above (collectively referred to hereinafter as the "Unit" or the "Customer's Unit") in the stall(s) specified above (the "Space") in the storage facility located at the **10335 184 Street NW, Edmonton AB** (the "Premises") during the Term of this Agreement on the terms and conditions as stated herein. **(The Initial Storage Term specified above and any automatic monthly, bi-annual and annual period extensions provided herein shall collectively constitute the "Term" of this Agreement).** The Term shall be automatically extended for a period equal to the initial term (one month, 6 month or 12 month) upon the initial storage term's expiry and any one, six or twelve months extension period of the Term thereafter. The Super Center may refuse to extend the Term further provided that it gives the Customer 10 days' written notice of its intention not to extend the Term, in which case, this Agreement will terminate at the end of the Term. Provided no such notice to terminate the Agreement is provided to the Customer by the Super Center, **the Term shall be extended automatically for successive periods**, unless this Agreement is otherwise terminated in accordance with the conditions herein contained.
- RENT:** (a) The Monthly Rent and Initial Term Rent due hereunder shall be referred to collectively hereunder as "Rent." The Initial Term Rent is calculated on a one-month basis, commencing on the Commencement Date and payable on that same date every month of the Term thereafter; (b) The Initial Term Rent shall be paid on or before the date of this Agreement and the Initial Term Rent shall be paid in advance on each one month or the agreed on rental period; (c) There are no daily rents or prorating of Monthly Rent. (d) The Super Center reserves the right to accept payment only in cash, credit card, debit card or money order, and reserves the right to reject any cheques tendered by the customer. (e) Refund Policy: The minimum rental term is one (1) month. The maximum rental term is twelve (12) months. There are NO refunds if you move out before the agreed on rental term expires. Once you are moved out, the remainder of the Rental Term is considered forfeited to the Super Center. (f) By signing this Rental Agreement, the Customer agrees and permits Super Center Storage Inc. to charge his / her CREDIT CARD AUTOMATICALLY whenever the RENT & FEE(s) becomes due unless this Agreement is cancelled in writing 10 days prior to the expiry date of this Agreement.
- CUSTOMER'S PRIVILEGES:** While this Agreement is in force and provided that Customer is not in breach of any terms of this Agreement, Customer may: (a) use the Space for parking/storing the Unit of which Customer is in lawful possession; and **(b) have access to the Space by checking in at the rental office and presenting proper identification.** The Customer acknowledges that access to the Space may be limited and that the Super Center may change access hours for security or business reasons without notice to the Customer and **such change will be posted on the website and the Premises.**
- SUPER CENTER'S RIGHT TO DISTRAIN UPON THE UNIT:** If the Customer shall fail to pay any Rent, fees or other sums due hereunder when due, and such failure is not rectified within 10 days of receipt of notice of such failure from the Super Center, the Super Center may distraint upon the Unit and may cause the removal and sale of the Unit whether it is in the Space or on the Premises. Any such sale by the Super Center may, in its sole and absolute discretion, be effected by private contract, and for such purpose, the Company may, at the Customer's expense, employ such bailiffs or agents as it deems appropriate. To effect its right to distraint, the Super Center may remove the Unit from the Premises, or if it sees fit, leave it on the Premises or in the Space and secure the Unit. To secure the unit, the Super Center may take any security measures on the Unit or the Premises it sees fit to prevent removal of the Unit by the Customer, including but not limited to a tire lock, without effecting termination of this Agreement. In the event of a sale of the Unit by the Super Center pursuant hereto, the Super Center shall dispose of the proceeds of the sale first to pay all outstanding amounts owing by the Customer hereunder, including any costs and lawful charges incurred in respect thereto, and pay the balance of the proceeds of sale, if any, 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 wrongful distress or seizure hereunder.
- DEFAULT IN PAYMENT:** Customer shall be deemed in default automatically upon non-payment of any Rent, Fees or Charges 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 and arrears and other charges of the Super Center are paid in full (at which time the Customer shall remove the Unit), or the Customer shall be liable for all Monthly Rent and arrears and lawful charges of the Super Center to and including the date of removal by the Super Center and storage or sale of the Unit, as the case may be; but in the latter case, the Customer shall thereafter be liable for all of the Super Center's lawful charges including a cost for storage which is hereby agreed to and shall be not less than TWO times the amount of Monthly Rent required hereunder. In the event that the Super Center removes and stores the Unit, it shall be entitled to store the Unit in any other available space at the applicable storage fee, whether or not the fee for storage in such space is lower or higher than the Monthly Rent and the Super Center shall not be liable for any increased fees as incurred or charged by the Super Center at its sole discretion, damage or inconvenience to the Customer in respect thereto. **WHEN THE CUSTOMER IS IN DEFAULT OF TIMELY PAYMENT OF MONTHLY RENT, THE SUPER CENTER MAY REQUIRE CUSTOMER TO MAKE PAYMENT OF OUTSTANDING CHARGES AND FUTURE MONTHLY RENT BY CASH, CREDIT CARD, DEBIT CARD or MONEY ORDER AND THE CUSTOMER HEREBY AUTHORIZES THE SUPER CENTER TO CHARGE THE CUSTOMER'S CREDIT CARD SPECIFIED ABOVE FOR ANY OUTSTANDING ARREARS IN PAYMENTS, FEES CHARGES AND INTEREST DUE.**

6. **USE, MAINTENANCE AND REPAIR:** (a) Customer is permitted access to the Space solely for the purposes of deposit, storage and removal of the Unit, or to retrieve articles from or place articles in the Unit and the Customer shall not access or use the Space for any other purpose or in a manner that constitutes waste, nuisance or unreasonable annoyance to the Super Center or 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 shall be responsible for the repair and reclamation of the Space to Super Center's satisfaction, including the clean up of oil or other fluid spills caused by the Customer or which results from the parking, storage or removal of the Unit in/from the Space; (e) The Customer shall not: (i) Smoke within or upon the Space or the Premises; (ii) Erect any signs, notice or advertising material on any part of the Premises or Space; or (iii) Conduct any repairs, fabrication, mechanical or other related work on the Space or Premises without the written consent of the Super Center which may be unreasonable withheld by the Super Center at its sole discretion.
7. **The Super Center reserves the right to move your R.V. / Boat / Vehicle to another parking stall for maintenance or repair purposes or for any other reason. At the Super Center's discretion, this move may be permanent and at no cost to the Customer.**
8. **NO LANDLORD AND TENANT RELATIONSHIP:** The Super Center, 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 such entry is required or will be given to the Customer. If the Super Center must enter the Unit for reasons of emergency or for the removal, storage or sale of the Unit pursuant to this Agreement, the Customer hereby authorizes the Super Center to enter the Unit using whatever reasonable means necessary. The Customer acknowledges and agrees that: (i) a limited Landlord and Tenant relationship is created by this Agreement; (ii) although the Customer is parking/storing the Unit in the Space, such storage or parking does not constitute a bailment AND THE SUPER CENTER IS NOT A BAILEE AND HAS NO OBLIGATIONS OR LIABILITIES WHATSOEVER TO SECURE, PROTECT OR MAINTAIN THE UNIT; and (iii) the 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 specifically provided herein. In addition to any other rights of entry or re-entry the Super Center may have, the Super Center may, upon presentation of lawful demand, permit access to or the removal of goods from the Customer's allocated space or goods located thereon, as may be required by law without notice to the Customer, or liability to the Customer for any loss or removal of property, or any damages associated therewith.
9. **NON-LIABILITY OF SUPER CENTER AND INSURANCE OBLIGATION OF CUSTOMER:** (a) THE SUPER CENTER SHALL HAVE NO OBLIGATION TO INSURE CUSTOMER'S UNIT OR PROPERTY STORED ON THE SPACE; (b) THE CUSTOMER MUST ACT PRUDENTLY AND OBTAIN ANY INSURANCE REQUIRED OR DESIRED AT ITS OWN EXPENSE; (c) THE CUSTOMER SHALL HAVE NO CLAIM AGAINST THE SUPER CENTER AND THE SUPER CENTER 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 THE SUPER CENTER, ITS AGENTS OR EMPLOYEES, AND THE CUSTOMER HEREBY RELEASES THE SUPER CENTER, ITS AGENTS AND EMPLOYEES FROM ANY CLAIMS OR RESPONSIBILITY WHATSOEVER IN RESPECT THERETO; (d) The Super Center shall have no liability to Customer for any injury to 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. Customer shall indemnify and hold the Super Center harmless from any claims of any third persons arising in any manner whatsoever out of the Customer's use of the Space. (e) The Customer HEREBY WAVES any and all rights or claims it may have at law or in equity against the Super Center in respect to any obligations that the Super Center may have as a bailee of the UNIT or the Customers property, other than those rights that are specifically granted herein and the Customer agrees that any rights or remedies it may have against the Super Center for 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.
10. **INDEMNIFICATION OF THE SUPER CENTER:** The Customer agrees to indemnify and hold harmless the Super Center and the holder of any mortgage on the Premises for any loss, damage, expense or claim by any person or persons arising from any action, omission or thing whatsoever done or committed on the Space Premises by the Customer, its agents, employees, invitees or affiliates at any time during the term of the Agreement.
11. **NO ASSIGNMENTS:** The interest of the Customer in this Agreement may not be sublet or otherwise transferred in whole or in part by the Customer, or by operation of law without the prior written approval of the Super Center, which approval may be unreasonably withheld. The approval by the Super Center to any assignment, subletting, or other transfer shall not be deemed to be an approval of any other assignment, subletting or other transfer.
12. **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. The Super Center 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 Super Center shall not be liable for any latent or patent defects therein or any damage 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.
13. **NOTICES:** Notices to be 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 and/or the Discount Structure pursuant to Section 14(b), by posting details thereof on the Super Center's web site. In the case of notices to the Super Center, notices must be served personally, by postal mail, fax or email to the office of the Super Center on the Premises. Notices to the Customer shall be deemed to be delivered, whether actually received or not, when deposited in the Canadian mail, by a fax receipt or email read receipt or, in the case of a change to Monthly Fees and/ or the Discount Structure pursuant to Section 14(b), upon posting on the Super Center's web site. IT SHALL BE THE RESPONSIBILITY OF THE CUSTOMER TO KEEP THE SUPER CENTER INFORMED OF ANY ADDRESS, FAX AND/OR EMAIL CHANGE AND TO MONITOR THE SUPER CENTER'S WEB SITE FOR CHANGES TO MONTHLY FEES AND/OR THE DISCOUNT STRUCTURE.
14. **HOLDOVER & POWER OF ATTORNEY:** If the Customer does not vacate the Space by the end of the Term, as extended from time to time pursuant to the terms hereof, then in order to settle the account between the Super Center and the Customer and relieve the Super Center of any further obligations, the Super Center shall have the right to deal with or dispose of the Unit and any property stored in the Unit or on the Space as it sees fit, subject to the terms of this Agreement, and the Customer hereby grants the Super Center its power of attorney to take all such action and execute and serve all such

documents as are required to effect such purpose. If the Customer has not vacated the Space after this Agreement has terminated, the Super Center may elect to allow the Customer to holdover the Space on a month-to-month basis at a monthly rent equal to 1.5 times the Monthly Rent provided above or at a monthly rent prevailing for similar space at the time, whichever is greater, and subject to all terms of this Agreement, except the provision for term. At the Super Center's option, the interest of the Customer in the Unit and any property not removed from the Space at the end of the Term shall vest in the Super Center, and the Customer hereby grants the Super Center its power of attorney to deal with or dispose of the Unit and such property left in the Unit or on the Space for the purpose of settling all amounts owing hereunder and removing or discharging any liens or security interests that the Unit and property may be subject to. Any surplus proceeds of sale in such instances shall vest in the Customer.

15. **CHANGE OF TERMS:** (a) With the exception of the Monthly Fees and the Discount Structure, all terms of this Agreement, and conditions of occupancy, except the Initial Term Fee, are SUBJECT TO CHANGE upon one (1) month prior notice to the Customer. If terms are changed, the Customer may terminate this Agreement on the effective date of the change. If the Customer does not elect to terminate this Agreement, the change shall become effective and apply to this Agreement. (b) From time to time after the Initial Storage Term, the Super Center reserves the right to change the Monthly Fees and the Discount Structure. The new rates will be dated and posted in our office and on our web site on the date they take effect. The new Monthly Fee will be adjusted on the date of renewal of this Agreement. If the Customer does not agree with the new Monthly Fee, the Customer has the option to cancel this Agreement immediately and without penalty or notice to the Super Center, in which case the Customer shall vacate the Space within 7 days from the expiry of the Initial Storage Term (if the notice of a rate change is given during the currency thereof) or on the next payment due after thirty (30) days following the giving of notice of a rate change if such notice is given after the Initial Storage Term or for any month to month Customers, as applicable.
16. **NON-COMPLIANCE WITH AGREEMENT:** If the Customer is in breach of any of the provisions of this Agreement and the Super Center has provided the Customer with written notice specifying the breach and a demand that the breach be rectified within 10 days of receipt of such notice, then the Super Center may terminate this Agreement or take such other action(s) provided for herein if the breach remains uncured by the end of the notice period. Such termination or other action shall not relieve the Customer of the obligation to pay Monthly Rent and other charges owing under this Agreement.
17. **MISCELLANEOUS:** (a) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then such term or provision shall be severed here from and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law; (b) Time is of the essence of this Agreement; (c) The captions of this Agreement are for convenience only and shall in no way affect the construction or interpretation of the terms of this Agreement; (d) This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter; (e) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
18. **STORAGE OF DANGEROUS GOODS:** ITEMS NOT ALLOWED on the Space include dangerous chemicals, explosives, gasoline or other flammable liquids, gasoline left in containers other than the gas tank of the Unit, oil or wet piled rags, perishable or packaged foods not in sealed cans, illegal or stolen goods, or any other items which constitute a potential hazard or inconvenience to other Customers.
19. **TERMINATION BY CUSTOMER:** THE CUSTOMER MAY TERMINATE THIS AGREEMENT AFTER THE INITIAL RENT TERM BY GIVING THE SUPER CENTER A MINIMUM OF TEN (10) DAYS written NOTICE PRIOR TO terminating this Agreement.
20. **CUSTOMER TO REPORT AT OFFICE:** THE CUSTOMER MUST REPORT AT THE OFFICE ON THE PREMISES AND ADVISE THE SUPER CENTER WHEN THE UNIT AND ITS PROPERTY HAVE BEEN REMOVED AND THE SPACE HAS BEEN RETURNED TO ITS ORIGINAL CLEAN AND VACANT CONDITION. The Customer agrees to sweep or rake the Space after removing the Unit and any other goods and to take whatever measures required in the discretion of the Super Center to clean up and remove oil or liquid spills left by the Customer on the Space.
21. **INVOICES & STATEMENTS:** NO INVOICES OR STATEMENTS WILL BE SENT. If Customer requires an invoice, receipt or statement, please send a stamped, self-addressed envelope. CHEQUES OR MONEY ORDERS SHOULD BE MADE PAYABLE TO "Super Center Storage Inc. ". PLEASE PRINT YOUR NAME AND R.V. STALL NUMBER on the memo line. If a third party is paying Monthly Rent on Customer's behalf, the Customer's name must be printed on the cheque or money order.
22. **EXTRA CHARGES WILL BE ASSESSED FOR:** a) A late fee of \$25.00 will be charged for every month in arrears on accounts not paid within 7 days of due date plus 2% Interest per Month on the total outstanding account balance. b) A processing fee will be charged for returned cheques or NSF cheques: \$50.00 c) A clean-up fee will be charged if the space is left in unclean condition: \$100.00 d) A termination fee equal to one month rental fee will be charged if Customer fails to give notice to vacate at least ten (10) days in advance of removing the Unit from the Space. e) A PET WASTE REMOVAL FEE WILL BE CHARGED IF CUSTOMER DOES NOT PICK UP ANY WASTE LEFT BY ITS PETS: \$50.00 f) If your unit is not parked in the center of your stall and the adjacent renter(s) are unable to park in the their stall(s), you will be charged rent for the adjacent stall in addition to your stall until your unit is moved/parked properly in the centre of your stall to allow the adjacent renter(s) to park in their designated stall. The Super Center reserves the right to move your unit into proper parking position for a fee of \$55.00.
23. **PRIOR TO REMOVAL OF THE UNIT OR ANY PROPERTY ON THE SPACE, ALL OUTSTANDING MONTHLY RENT AND IF APPLICABLE EXTRA CHARGES MUST BE PAID CURRENT.**
24. The Super Center reserves the right, for the purpose of parking lot maintenance, realignment of parking stalls, reassignment of parking stall or any other reason deemed necessary by the Super Center, to move your Unit within the securely enclosed storage yard to another parking stall for temporary or permanent parking.
25. Only one Unit shall be parked per stall.
26. The parties to this Agreement hereby agree that this Rental Agreement shall be construed according to the laws of the Province of Alberta, and in the event of dispute, attorn to the jurisdiction of the Courts of the Province of Alberta as located in the City of Edmonton in the Province of Alberta.



RULES OF ACCESS TO AND USE OF SPACE

1. **YOU MUST STOP at the Super Center Rental Office and present identification (even if the gate is open) each time you require entry before proceeding into compound as well as before you leave the compound. Only registered customers will be allowed on site.**
2. Maximum speed limit in the compound is 10 KM/hr
3. Business Hours are posted on the website and may change from time to time without notice.
4. Customer Access is granted **by checking in and presenting valid identification at the Super Center Rental Office.**
5. Access hours are posted on site and may be changed by the Super Center by posting the new access hours on site and on the website.
6. The Super Center may use POISON for RODENT / VERMIN control.
7. **PETS MUST BE KEPT ON A LEASH AT ALL TIMES, and small children should be supervised closely. CUSTOMER MUST PICK UP ANY WASTE LEFT BY CUSTOMER'S PETS OR THE CUSTOMER WILL BE CHARGED A PET WASTE REMOVAL FEE OF \$50.00.**

R.V. & VEHICLE PARKING REGULATIONS

1. YOU ARE NOT PERMITTED TO:
 - a) Discharge the clean, grey or black water storage tanks onto the Super Center's property. Violators will be charged a \$250.00 environmental clean-up fee. Black and grey water valves must be closed securely to avoid leaking or odors.
 - b) Use plywood or any other hard material for wheel covers. Strong winds in this area could pick up the wheel covers and damage other R.V.'s.
 - c) Discharge propane tanks on the premises.
 - d) Have the contents of the R.V. (fire wood, barbeque and other paraphernalia) stored outside the unit.
 - e) Tarps must be tightly secured so that they don't flop in the wind.
 - f) Awnings and steps / stairs must be retracted and tightly secured.
2. Please park backing into your parking stall and keep your unit in the center of your stall. The rear bumper of your unit shall not hang over into the adjacent stall or the lane area.