

## Standard Terms and Conditions

1. THIS IS A MONTH-TO-MONTH LICENSE AGREEMENT. The term of the license granted hereby (the "License") shall commence on the License Date written above and shall continue thereafter on a monthly basis, subject to the termination provisions hereinafter set forth. PLEASE NOTE THAT SELF STOR RESERVES THE RIGHT TO TERMINATE THIS LICENSE AGREEMENT AT ANY TIME upon written notice sent at least (15) days prior to the License termination date to the Lessee's last known address. The 15-day notice period shall be deemed to commence on the fifth 5th day after the date of mailing of the notice of termination.
2. BY SIGNING THIS LICENSE AGREEMENT, LICENSEE ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO VIEW A MODEL UNIT SIMILAR IN SIZE AND DIMENSION TO LICENSEE'S UNIT, AND THAT LICENSEE IS SATISFIED THERewith. LICENSEE ACKNOWLEDGES THAT ALL LISTED DIMENSIONS ARE APPROXIMATE AND ARE NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE ACTUAL PRECISE SIZE OF ANY UNIT.
3. Licensee may terminate this License Agreement at any time, provided that Licensee shall give Self Stor AT LEAST FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE of Lessee's intention to terminate this License Agreement. Licensee must vacate the unit before the next Rent Due Date following the date which is fifteen (15) days after Licensee gives Self Stor notice of termination. If Licensee fails to vacate the unit before the applicable Rent Due Date, Licensee shall be charged the full Monthly Rent for the current month. THERE SHALL BE NO PER DIEM REFUND FOR UNUSED DAYS IF LICENSEE VACATES THE UNIT AFTER THE RENT DUE DATE OF THE CURRENT MONTH.
4. Notwithstanding anything else herein, this License Agreement may be terminated by Self Stor immediately upon abandonment of the unit by Licensee.
5. Licensee acknowledges that licensee shall not receive monthly invoices on account of Monthly Rent. The Monthly Rent is payable in full in advance on or before the Rent Due Date written above without exception. If Licensee fails to pay Monthly Rent in full on or before the Rent Due Date, a \$25.00 late fee (subject to change at any time) will be charged for each calendar month (or any part thereof) during which any Monthly Rent is in arrears. In addition to applicable late fees, a \$50.00 administrative charge shall be charged if any Monthly Rent is more than thirty (30) days late. Such administrative charge shall be in addition to any costs or expenses of a sale of the Licensee's property in accordance with this License Agreement and all applicable laws. Partial payment of any Monthly Rent shall not operate to reduce any late fees or administrative charges and shall not delay or prevent enforcement procedures. NOTE: SELF STOR MAY INCREASE MONTHLY RENT FROM TIME TO TIME UPON GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE SENT BY REGULAR MAIL TO LESSEE'S LAST KNOWN ADDRESS. The 30-day notice period shall be deemed to commence on the fifth(5th) day after the date of mailing of the notice of rent increase.
6. Licensee may pay Monthly Rent by way of Visa, MasterCard, American Express, Cheque, Money Order or Cash. Debit Card service is available, subject to system malfunctions beyond Self Stor's control. Monthly Rent may be paid at Self Stor's offices during regular business hours or by way of post-dated cheque or automatic credit card payment. Licensee shall be liable to pay a \$25.00 service charge for ANY dishonored cheque or denial of credit card approval in addition to late fees or administrative charges.
7. In the event of a default by Licensee hereunder, Self Stor shall give written notice of default under this License Agreement to Licensee specifying the nature of the default. If the default is late payment of Monthly Rent, such notice shall set out the amount of Monthly Rent in arrears plus any applicable late fees and administrative charges. Such notice shall be sufficiently given if sent by regular mail to the Licensee's last known address. Upon posting and sending of such notice of default, Licensee and any other authorized persons shall be denied access to the unit and the property contained therein until such time as the default is remedied and all amounts owing to Self Stor under this License Agreement are paid in full.
8. If any Monthly Rent remains unpaid for a period of more than thirty (30) days, or upon Licensee's failure to remedy any breach of any other term of this License/Agreement within ten (10) days of the mailing of notice thereof in accordance with paragraph 6 above, then in either case Self Stor may enter and repossess the unit and may seize and sell the property located in the unit to satisfy all amounts owing to Self Stor (including all costs and expenses of any sale of the Licensee's goods). The sale of any property located in the unit shall be conducted in a commercially reasonable manner and may be by way of public auction or private sale. The proceeds of any such sale shall be applied as follows: first, to satisfy all costs and expenses of removing, storing and selling the Licensee's goods (including all reasonable legal expenses); second, to all late fees and administrative charges; third, to all arrears of Monthly Rent and other amounts due and owing to Self Stor under this License Agreement. In the event that the proceeds of any sale do not satisfy the outstanding debt, Self Stor shall have the right to pursue all available legal remedies against Licensee. Any surplus shall be returned to the Licensee at the Licensee's last known address by regular mail.
9. Licensee shall be responsible to keep the unit in good condition and a good state of cleanliness at all times. Any costs or expenses incurred by Self Stor to repair or restore the unit or any other part of the self-storage facility arising from any act or failure to act of the Licensee or any persons authorized by Licensee to access the unit shall be paid by Licensee and shall be due immediately upon demand by Self Stor. Such costs or expenses shall be equal to Self Stor's actual costs or expenses plus an administrative charge of fifteen per cent (15%). UNDER NO CIRCUMSTANCES SHALL LICENSEE USE SELF STOR'S TRASH RECEPTACLES OR GARBAGE BINS TO DISPOSE OF ANYTHING WHATSOEVER, OR ABANDON ANYTHING WHATSOEVER ON THE PROPERTY.
10. A cleaning fee will be assessed if the unit is dirty or in need of repairs upon termination of this License Agreement. The cleaning fee shall be equal to Self Stor's actual cost of cleaning and repairs plus an administrative charge of fifteen per cent (15%), but in no event shall the cleaning fee be less than \$25.00. The Licensee shall deposit upon execution of this License Agreement a security deposit of \$ 0.00 to secure Licensee's performance of its obligation to clean and maintain the unit and all other obligations of Licensee under this License Agreement. The Licensee hereby consents to the commingling of such funds with Self Stor's general accounts, and Self Stor may, in its sole discretion, apply the deposit to any amounts due and owing by Licensee hereunder. The balance of the deposit, if any, shall be returned by regular mail, without interest, within thirty (30) days after termination of this License Agreement. In the event of any default by the Licensee hereunder, and notwithstanding any subsequent remedy of such default, Self Stor may retain the deposit as minimum liquidated damages. Upon any proper use of the deposit by: Self Stor, other than at the end of the term of this License Agreement, Licensee shall forthwith upon demand provide an additional \$ 0.00 deposit to replace the deposit so used.
11. Licensee shall be permitted access to the unit only for the purpose of storing and removing Licensee's property in that unit. The unit shall not be used for residential purposes, the operation of a business or any unlawful purpose. Licensee shall not store any hazardous substances or waste, solid waste, toxic waste, toxic chemicals, illegal goods, explosives, flammable, volatile, explosive or dangerous goods or materials, perishable foods, or any other goods or materials which may cause or create a danger or damage to the unit or self-storage facility. Licensee agrees not to alter or affix anything to the unit.
12. SELF STOR IS NOT A BAILEE OF THE LICENSEE'S PROPERTY AND DOES NOT ACCEPT CONTROL OR CUSTODY OF, OR RESPONSIBILITY FOR, THE CARE OF LICENSEE'S PROPERTY. LICENSEE SHALL BE RESPONSIBLE FOR OBTAINING, AT LICENSEE'S OWN EXPENSE, INSURANCE FOR THE PROPERTY STORED ON SELF STOR'S PREMISES. SELF STOR, ITS EMPLOYEES, AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO ANY PERSON OR PROPERTY, HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION LOSS, INJURY OR DAMAGE CAUSED BY SELF STOR'S NEGLIGENCE OR THE NEGLIGENCE OF THOSE FOR WHOM IT IS IN LAW RESPONSIBLE, FIRE, EXPLOSION, STEAM, ELECTRICITY, RAIN, SNOW, DAMPNES, ANY ACTS OR OMISSIONS OF ANY PERSON (WHETHER OR NOT CRIMINAL), OR FROM ANY OTHER CAUSE WHATSOEVER. SELF STOR SHALL NOT BE LIABLE FOR ANY LOSS INJURY OR DAMAGE CAUSED BY OTHER TENANTS OF THE SELF STORAGE FACILITY, THEIR EMPLOYEES, AGENTS OR PERSONS AUTHORIZED BY THEM FROM TIME TO TIME TO ENTER THE FACILITY. IN NO EVENT SHALL SELF STOR BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED BY LICENSEE.
13. Licensee shall keep the unit locked at all times (SELF STOR LOCK ONLY) except where Licensee or any other authorized person is accessing the unit, or where Licensee is vacating the unit, in which case the lock shall be removed. REMOVAL OF LICENSEE'S LOCK BY LICENSEE OR ANY PERSON AUTHORIZED BY LICENSEE MAY BE TREATED BY SELF STOR, IN ITS REASONABLE DISCRETION, AS ABANDONMENT OF THE UNIT AND ANY REMAINING CONTENTS THEREOF.
14. Licensee shall indemnify and save Self Stor harmless from and against any liabilities, claims, damages or expenses arising as a result of any act or omission of Licensee, its employees, agents and invitees or any breach of this License Agreement.
15. Licensee hereby grants to Self Stor, its employees and agents, any mortgagees of the self-storage facility, and to agents or representatives of any governmental authority having jurisdiction, including police and fire officials, the right to access the unit in the event of emergency or to inspect the condition and state of repair of the unit. Except in the event of emergency where immediate access is required, two Self Stor employees shall be in attendance when the unit is accessed for the purposes contemplated hereby (one of whom shall be the District Service Manager). In all cases, the reason for access shall be documented in writing and notice thereof sent to Licensee as soon as reasonably possible thereafter.
16. The License is personal to the Licensee. Licensee shall not sub-license or otherwise permit use or occupancy of any part of the unit by any other person without the prior written consent of Self Stor, which may be unreasonably and arbitrarily withheld.
17. LICENSEE SHALL BE RESPONSIBLE TO NOTIFY SELF STOR IN WRITING OF ANY CHANGE OF ADDRESS, TELEPHONE NUMBER OR THE NAMES OF PERSONS AUTHORIZED TO ACCESS THE UNIT.
18. Self Stor shall not be considered to have waived compliance with any of the terms or conditions of this License Agreement or any of the obligations of Licensee hereunder unless such waiver or amendment is set forth in writing. Self Stor shall not be deemed to have waived compliance with any of the terms or conditions of this License Agreement or any obligations of Licensee hereunder by reason of any failure of Self Stor to exercise any of its rights or remedies immediately upon the occurrence of any default. THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AS SET FORTH MAY NOT BE AMENDED. ANY WRITTEN AMENDMENTS TO THIS FORM ARE NOT VALID AND SHALL NOT BE BINDING ON SELF STOR.
19. The invalidity or unenforceability of any provision or part of any provisions of this License Agreement shall not affect the validity or enforceability of any other provision or part hereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct.
20. Time shall be of the essence of this License Agreement.