



**BOB THE MOVER**

Bob The Mover Niagara Inc.  
309 Walden Blvd, Fort Erie, ON, L2A 1R7  
(905) 380-1152

**Self Storage Rental Agreement**

Date: \_\_\_\_\_

**Unit Information**

Unit Size: \_\_\_\_\_

Start Date: \_\_\_\_\_

Rent: \_\_\_\_\_ / month +tax to be paid on the first of each month in advance,  
subject to increase

**Customer Information**

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Payment Information**

**Option 1: Credit Card Charged on the 1st of each month**

Bob The Mover has my authority to charge the below credit card and any other credit card provided by me to Bob The Mover through verbal (including telephone) or written correspondence, for all amounts owing under this Rental Agreement. I agree that it is solely my responsibility to update my credit card information on file when I change cards, my card is compromised, or my card expires. Bob The Mover is not liable for my failure to ensure the credit card on file is active, current and has credit available.

Signature: \_\_\_\_\_ Current Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ CVV# \_\_\_\_\_ Expiry: \_\_\_\_\_

THIS RENTAL AGREEMENT (the "Agreement") is executed by and between Bob The Mover Niagara Inc. and You.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree to the following:

**Late Charge:** \$40 (due 10 days after Rent is not paid and applies each month of late Rent; for example, if Rent is late for 2 months, the Late Charge is \$40 for the first month and \$40 for the second month, for a cumulative Late Charge of \$80 at the end of the second month.)

**Lien Handling Charge:** \$20 for registered letter (due 31 days after Rent is not paid; whether or not sale occurs) and \$500 for sales costs to dispose of contents

**Cleaning Fee:** \$80 fee charged for a unit that is not in a clean usable condition.

**1. Unit:** You hereby rent the Unit beginning on the Start Date from Bob The Mover pursuant to the terms and conditions set forth herein. The Unit is included in a lot at the address shown above which contains similar leased premises and common areas as may be designated from time to time by Bob The Mover for use by You and others. The entire facility is hereinafter referred to as the "Property". You acknowledge that you have inspected the Unit and, except as may be noted below, You acknowledge that the Unit is in good condition and repair. You shall not make, authorize or effect any repairs or alterations of any kind to the Unit or the Property.

**2. Term:** The term of this Agreement shall commence on the Start Date and shall continue from month to month thereafter until terminated in accordance with the term and conditions set forth herein.

### **3. Fees and Charges:**

**a. Rent:** You shall pay the Rent to Bob The Mover for the use of the Unit, without abatement, deduction, set-off, prior notice, demand or billing statement, plus any applicable taxes, on the Start Date and payable thereafter in advance of the calendar first day of the month (the "Rent Date"). Bob The Mover may increase the current Rent upon 30 days' prior written notice to You, but such increase in monthly Rent shall not be more than \$50 per month in addition to the current Rent for any one rental increase. You shall continue to pay Rent until (i) the Unit is returned to Bob The Movers, clean and empty of goods; (ii) all outstanding amounts are paid in full; and (iii) the Unit is repaired or replaced and fit for subsequent rental.

**b. Late Charge:** If You fail to pay the Rent by the Rent Date, You shall pay, in addition to any other amounts due, the Late Charge as additional rent and Bob The Mover shall have the right, but not the obligation to place its own lock on the Unit, not to be removed until all outstanding amounts are paid by You. In the event that Bob The Mover cannot place a lock on the Unit, you give your permission for your lock to be removed and Bob The Mover's lock to be placed on the Unit.

**d. Lien Handling Charge:** If You are delinquent in the payment of Rent or other charges due under this Agreement for more than 31 days, You shall pay the Lien Handling Charge to Bob The Mover for Bob The Movers's costs in processing the delinquent account, whether or not a sale occurs, and Your account will be billed for any sale costs.

**5. Maintenance and Repair of the Unit:** You shall immediately notify Bob The Mover of any maintenance or repairs required for the Unit. Bob The Mover will undertake such work that it deems necessary at its sole discretion.

**6. Use of Unit and Compliance with Law:** The Unit shall be used solely for the purpose of storing personal property. Because the value of the stored personal property may be difficult or impossible to ascertain, You agree that under no circumstances will the aggregate value of all personal property stored in the Unit exceed, or be deemed to exceed, \$1,000. You understand and agree that Bob The Mover need not be concerned with the kind, quantity, ownership or value of personal property or other goods stored by You in or about the Unit. You shall not, under any circumstances, use the Unit for the following uses:

- (i) residential living purposes;
- (ii) practicing or rehearsing music;
- (iii) for a workshop of any kind;
- (iv) for vehicle maintenance or repair;
- (v) for the storage of foodstuffs, animals, plants, insects or any perishables;
- (vi) for the manufacture, distribution, use or storage of illegal or controlled substances;
- (vii) for the manufacture, distribution, use or storage of flammable, explosive, toxic or any other inherently dangerous material; or
- (viii) for the operation of a business of any kind whatsoever, including the selling of goods as a flea market, second-hand outlet, garage sale or auction at the Unit or Property.

The Unit shall not be used for unlawful purposes and will be kept in good condition by You. No property shall be stored in the Unit unless You are the owner of such property or otherwise have a legal right to possess such property. You shall not store in the Unit any items which would violate any law or any order, requirement, rule or regulation imposed by any local, provincial or federal agency or department. You shall not commit or cause to be committed any act which creates or may create a nuisance in or on the

Property in which the Unit is located. You acknowledge and agree that the value of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to You, or records or receipts relating to the stored goods shall not exceed the salvage value of the raw materials of which the item is constituted. You acknowledge and agree that any breach of the provisions contained in this Section shall conclusively deem You in default of this Agreement.

**7. Unit Restrictions:**

- (i) Bob The Mover shall have the right to place its name and logo upon the Unit. You shall not remove said name and logo, and will not apply any markings or signs of any kind whatsoever to the Unit. You will not repair, paint, mark or modify the Unit.
- (ii) You acknowledge that loaded contents will not exceed 8,000 lbs.
- (iii) You are not authorized to move a Unit; doing so will constitute a breach of this Agreement. (iv) You will notify Bob The Mover, in writing, of the vehicle identification number (V.I.N.) of any vehicle stored in the Unit.

**8. Insurance:** ALL PROPERTY IS STORED BY YOU AT YOUR SOLE RISK. THE PURCHASE AND MAINTENANCE OF A POLICY OF INSURANCE COVERAGE FOR THE STORED PERSONAL PROPERTY IS YOUR SOLE RESPONSIBILITY. You shall obtain insurance covering damage by fire, extended coverage perils, vandalism, burglary and all other risks of any nature for the full value of Your property. TO THE EXTENT YOU DO NOT OBTAIN THE REQUIRED INSURANCE COVERAGE FOR THE FULL VALUE OF YOUR PERSONAL PROPERTY STORED IN OR ABOUT THE UNIT, YOU AGREE YOU WILL PERSONALLY ASSUME ALL RISK OF LOSS.

Bob The Mover will not be responsible for, and You hereby release Bob The Mover from any responsibility for, any loss, liability, claim, expense, damage to property or injury to

persons ("Loss"), including without limitation any Loss arising from the active or passive acts, omission or negligence of Bob The Mover (the "Released Claims").

YOU WAIVE ANY RIGHTS OF RECOVERY AGAINST Bob The Mover 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 Bob The Mover. The provisions of this section will not limit the rights of Bob The Mover under section 9.

YOU ACKNOWLEDGE AND UNDERSTAND THAT Bob The Mover DOES NOT INSURE AND WILL NOT INSURE OR GUARANTEE AGAINST LOSS OF YOUR CONTENTS OR PROPERTY STORED IN THE UNIT.

#### **9. Limitation of Liability;**

**Indemnity: a.** NEITHER Bob The Mover NOR ITS AGENTS, INSURERS, EMPLOYEES, DIRECTORS AND OFFICERS, AND REPRESENTATIVES (COLLECTIVELY, THE "AGENTS") SHALL BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE DERIVED FROM ANY CAUSE, INCLUDING THE NEGLIGENT OR DELIBERATE ACTS OR OMISSIONS OF Bob The Mover OR THE AGENTS OR FAULTY MATERIALS OR WORKMANSHIP OR ANY OTHER DEFECT IN THE PROPERTY, OR FIRE, EXPLOSION, STEAM, ELECTRICITY, WATER, RAIN, SNOW, DAMGNESS; TO ANY PERSONS USING THE COMMON AREAS OR TO VEHICLES OR THEIR CONTENTS OR ANY OTHER PROPERTY THEREIN OR THEREON, OR FOR ANY DAMAGE TO PROPERTY ENTRUSTED TO Bob The Mover OR THE AGENTS, OR FOR THE LOSS OF ANY PROPERTY BY THEFT, DAMAGE OR OTHERWISE, AND ALL PROPERTY LOCATED, KEPT OR STORED IN OR ABOUT THE PROPERTY SHALL BE SO LOCATED, KEPT OR STORED AT THE SOLE RISK TO YOU. YOU AND Bob The Mover FURTHER SPECIFICALLY AGREE THAT Bob The MoverS AND THE AGENTS SHALL NOT BE SUBJECT

TO ANY DUTY OR LIABILITY UNDER AND ARE HERBY EXPRESSLY EXEMPT FROM OCCUPIERS LIABILITY ACT, R.S.O. 1990 OR SIMILAR LEGISTLATION AS MAY BE IN FORCE FROM TIME TO TIME.

b. YOU SHALL INDEMNIFY AND HOLD HARMLESS Bob The Mover AND THE AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, EXPENSES AND COSTS, INCLUDING LAWYER'S FEES, ARISING FROM THE USE OF THE UNIT OR THE PROPERTY BY YOU AND YOUR INVITEES, EXCEPT AS OTHERWISE PROVIDED HEREIN.

c. Notwithstanding the above, if a court of competent jurisdiction disallows all, or a portion of the limitations or exclusions described herein, in no event shall the total liability of Bob The Mover or the Agents for all damages, losses, and causes of auction (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the use of the Property exceed \$1,000.00.

10. Termination: a. This Agreement shall terminate:

a.

(i) upon either party giving at least 30 days' prior written notice to the other party;

(ii) upon 7 days' prior written notice to You by Bob The Mover upon breach of this Agreement by You;

(iii) immediately before the bankruptcy or insolvency of You; or

(iv) immediately upon Bob The Mover giving written notice to You, if You engage in the sale, manufacture or delivery of a controlled substance, or store or dispose of any hazardous material in the Unit or otherwise use the Unit in any manner that breaches this Agreement.

b. All of Bob The Mover's rights shall survive the termination of this Agreement. Upon termination of this Agreement, You shall remove all property from the Unit, vacate the Property in good and clean condition and deliver the Unit to Bob The Mover in the same condition as when delivered

on the Start Date. You shall leave a forwarding address with Bob The Mover.

c. Upon any termination of this Agreement, except as prohibited by law, if any personal property of You remains in the Unit or the Property such property is deemed abandoned by You and may, at the sole option of Bob The Mover, become the property of Bob The Mover and Bob The Mover may, at Bob The Mover's sole option and without notice to You, sell, destroy or otherwise dispose of such personal property and shall not be liable to You for any loss or damage thereby caused. After any sale of such property, Bob The Mover shall upon request of You pay to You the remainder, if any, of the proceeds of sale after deduction of the Rent and other charges unpaid along with Bob The Mover's costs in realizing the same.

Any request for the remainder of proceeds after sale shall be made by You no later than ninety (90) days following the sale, and if no request is post-marked and received by Bob The Mover or hand-delivered to Bob The Mover within that 90-day period, then any remainder of proceeds from the sale of the personal property shall absolutely belong to Bob The Mover.

**11. Bob The Movers' Lien Rights:** a. Grant of Security Interest. In addition to such liens and remedies provided by law, You hereby grant to Bob The Mover a security interest in the Unit and all personal property located in the Unit and on the Property to secure the payment of all rents, labor or other charges, indebtedness and liabilities, present or future, absolute or contingent, joint or several, including expenses for the preservation of or expenses reasonably incurred in the sale or other disposition of said personal property, arising from Your default under this Agreement. Bob The Mover may register this security interest at its sole discretion.

**b. Default by You.** If You fail to make any payment of any amounts payable herein as and when such payment becomes due and/or if You default in the performance of any of Your other

obligations hereunder, and such non-payment or other default continues for a period of ten (10) consecutive days, then all unpaid Rent and all other amounts payable hereunder shall be Version: July 2020 4 forthwith due and payable in their entirety and, in addition to any other rights or remedies to which Bob The Movers is entitled hereunder or at law, Bob The Movers shall have the following rights and remedies which are cumulative and not alternative:

(a) to terminate this Agreement;

(b) to remedy any default of You as hereinafter described; or

(c) to charge Late Charges. Bob The Movers may from time to time resort to any or all rights and remedies available to it in the event of any default hereunder by You, either by any provision of this Agreement or by statute or in equity, all of which rights and remedies shall be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Bob The Movers at law or in equity. If You default under this Agreement, Bob The Movers may enforce its rights, including any rights to seize the Unit and its contents, and sell property contained in the Unit at the time of default.

**12. No Warranties:** Bob The Mover HEREBY DISCLAIMS AND YOU HEREBY WAIVE ANY IMPLIED OR EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS OF THE NATURE, CONDITION, SAFETY OR SECURITY OF THE UNIT AND THE PROPERTY. YOU HEREBY AGREE TO AND ACKNOWLEDGE, THAT YOU HAVE INSPECTED AND ACCEPT THE UNIT AT YOUR OWN RISK AND PERIL; THAT Bob The MoverS DOES NOT REPRESENT OR GUARANTEE THE SAFETY OR SECURITY OF THE UNIT OR THE PROPERTY OR OF ANY PERSONAL PROPERTY STORED THEREIN; AND THAT THIS AGREEMENT DOES NOT CREATE ANY CONTRACTUAL DUTY FOR Bob The Mover TO CREATE OR MAINTAIN SUCH SAFETY OR SECURITY.

**13. Access to Unit:** (a) You shall have access to the Unit 24 hours a day, provided that You are

not in default under this Agreement. Upon such default occurring and continuing uncured for a period of two (2) consecutive days, Your rights to access shall cease until such default has been cured.

(b) Bob The Movers shall have the right to access the Unit at all reasonable times for all legal purposes, repair and maintenance purposes or upon default or termination of this Agreement. In the event You do not grant access to the Unit as required, Bob The Movers shall have the right to remove Your lock and enter the Unit to examine its contents, make repairs or alterations, or take any action necessary to preserve the Unit, enforce Bob The Movers' right or comply with applicable laws.

**14. Notices:** Any notice shall be in writing and shall be delivered by electronic mail or by mail, postage prepaid, unless, otherwise required by law or by this Agreement. Any notice sent by electronic mail shall be deemed delivered on the first business day following the day of transmission. Any notice sent by mail shall be deemed delivered on the third business day following the date of mailing with postage thereon fully prepaid and addressed in accordance with the provisions hereof. Any final notice from Bob The Movers to You shall be served by registered or certified mail to Your address as provided to Bob The Movers in this Agreement and, if appropriate, shall contain the information required by applicable provincial laws and regulations.

Notice shall be effective upon mailing. IF YOU CHANGE YOUR ADDRESS, YOU SHALL GIVE Bob The MoverS WRITTEN NOTICE OF ANY SUCH CHANGE WITHIN TEN (10) DAYS SPECIFYING YOUR NEW CURRENT ADDRESS AND TELEPHONE NUMBER. In the absence of such notice, Bob The Movers shall be entitled to rely on Your previously provided address.

**15. Assignment and Subletting:** You shall not sublet or assign all or any portion of the Unit or Your interest therein or this Agreement without prior written consent of Bob The Movers. In the

event of any breach of this section by You, You will take all action necessary to correct the breach immediately. If You fail to correct the breach within a reasonable time, Bob The Movers may, at its direction, pay any sum necessary to do so, and recover such sum from You forthwith. Bob The Movers may assign or transfer this Agreement without the consent of You and, after such assignment or transfer, Bob The Movers shall be released from all obligations under this Agreement occurring after such event.

**16. General:** (i) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

(ii) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. Any provisions which by their nature should survive the Term shall survive.

(iii) Waiver. Bob The Movers' failure to enforce any obligation or duty of You or to seek a remedy for Your default of any provision of this Agreement shall not be deemed to be continuing in nature. Bob The Movers may enforce every provision of this Agreement after any period of non-enforcement.

(iv) No Registration. You shall not register this Agreement or any notice of this Agreement in full or in part on the title to the Property.

(v) Invalidity. If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of the remaining provisions of this Agreement, and this Agreement shall be read as if the invalid, unenforceable or illegal provision had never formed part hereof.

(vi) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the Province of Ontario.

(vii) Set Off. You cannot set-off for any amounts owing to Bob The Movers pursuant to the

Agreement and any invoice related thereto. (viii) Expenses. In the event that attorneys' fees, costs or any other expenses are incurred by Bob The Movers due to Your default or breach of this agreement, You hereby agree to pay said attorney's fees, costs and expenses in connection therewith.

I HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF RENTAL:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_