



HOLIDAY PARK RESORT

STORAGE CONTRACT TERMS AND CONDITIONS

- Rent is due and payable on or before the rental agreement date. **Failure to pay may result in denied access and an administration fee applied to the member(s) account. This event shall constitute default. THIS WILL BE STRICTLY ENFORCED.**
- Monthly billing to owner accounts is **Not Permitted. Total payment is due at time of invoice.** Monthly rentals will be permitted with pre-authorized credit card payments only.
- Tenancy shall commence on the rental agreement date and continue thereafter until the expiry date.
- Holiday Park Leaseholders / Members shall receive the last 2 month's rent free with 1 year's prepayment (*if contract is not cancelled prior to rental agreement term*).
- Prior to expiry, notifications will be sent out to contract holders. **It is the responsibility of the tenant to advise if renewal is not required.**
- All Holiday Park Resort accounts must be in good standing to receive/renew storage rentals.
- Early departures / cancellations require 30 days' notice in writing. Any free months will be forfeited, and charges will reflect actual months used. A one-month penalty will be applied for failure to provide notice of cancellation or early departure. Refunds will be subject to a one-month penalty without proper notice of cancellation.

STORAGE COMPOUND RULES AND REGULATIONS

1. Gate access: 8 am – dusk
2. Locks: must provide your own lock
3. Insurance: you are responsible for your own insurance.
4. Protective covers on parked units must be canvas & professionally manufactured. They may not contain solid materials, flooring, wood, metal, or glass walls. Security must have access (No locks permitted on the enclosure)
5. Any improvement, alteration or change to a storage stall or shed must be approved by Management.
6. There will be no storage of any illegal substances, explosives, firearms, weapons, or hazardous materials. *If these items are found being stored, they will be removed at the expense of the Tenant.*
7. Any changes to units stored on the storage site must be immediately reported to the office in writing. Otherwise, the unauthorized unit may be removed at the renter's expense.
8. Tenant shall not sublet the premises or allow another individual's property to be placed on the property unless otherwise approved by management. Penalty charge for non-compliance could result.
9. **Storage Sheds:** Tenant must keep the area in and around the storage shed in clean condition; while in use and upon vacating. Any accumulation of trash and recycling is not allowed. Shed contents, personal items, debris or any other items are not permitted outside of the storage shed. Renters are responsible to sweep out the shed and ensure it is clean upon departure. Fines will be issued for additional cleaning by staff.

10. Storage Stalls: Stalls are deemed to be for **“parking”** purposes. Any property other than a Boat, Vehicle, Utility Trailer, ATV or RV (motorhome, 5th wheel and trailers). Items must be considered mobile. *Unauthorized units or belongings will be removed at the expense of the Tenant.* **STORAGE SHEDS ARE NOT PERMITTED ON STALLS.**

11. Emergency Entry: The Landlord may forcibly enter the premises without notice if it is believed necessary for the safety of the facility or the premises or its contents. The liability in such circumstances shall be limited to only the cost of replacing the lock. The Landlord shall report any such entry to the Tenant.

12. Release of Claims against Landlord: The Landlord shall not be liable to the Tenant for, and Tenant releases the Landlord from all claims in respect to the following:

- a) Injury and death, or loss or damage to person or property during use and occupancy of the premises by the Tenant.
- b) The existence of water or temperature or humidity of the premises and whether these are caused directly or indirectly by the negligence of the Landlord or its servants and agents.
- c) All goods are stored at the Tenant’s risk, and the tenant acknowledges that their contents are NOT covered by any insurance policies held by the Landlord.
- d) The Landlord shall not be liable for any loss caused by any other Tenant or the escape of water or any dangerous, noxious, hazardous, or unlawful substance.

13. Default of Terms and Conditions: One or more of the following occurrences shall constitute default:

- a) Failure to pay any sum due within 5 days of when due: or
- b) Breach of any terms of this agreement, or
- c) Tenant becomes insolvent or files or has filed it in any federal or provincial court seeking debtor relief.
- d) Under the occurrence of any of the defaults, the landlord has the option to exercise any or all of the following:
 - i) Place its own lock on the premises and decode the gate/building access code and deny access to the Tenant until all arrears of rent have been paid in cash.
 - ii) Enter upon the premises without notice to the Tenant and take possession of the personal properties and upon ten (10) days’ notice to the Tenant, giving the time and place of sale may sell the same by public auction or private sale at whatever price may be obtained, without being liable to the Tenant for any direct, indirect, or consequential loss.
 - iii) Deliver the contents of the premises to the Tenant’s address.
 - iv) Upon 30 days advance written notice to the Tenant, destroy the contents of the premises.
 - v) Terminate this agreement and sue for all damages incurred by the Landlord by reason of such termination.
 - vi) Turn over all overdue accounts to a bailiff for collection whose costs for collection shall be the sole responsibility of the Tenant.
 - vii) A penalty charge to the tenant, for the clean-up and/or repair of any storage sheds or stalls.

In the event the landlord takes any of the above action, it shall have no liability to the Tenant or anyone claiming through the Tenant. If the Landlord exercised any one of the above actions, it shall not prevent him from exercising any one of the other options as well. These remedies can be exercised alternatively, successively or in any other manner. The Landlord shall be entitled to include all solicitor fees and costs that may incur as a result of any of these actions to the Tenant.

14. Proceeds Of Sale: where the Landlord sells the Tenant’s personal property, then the proceeds of such sale shall be applied firstly to the costs related to the sale; secondly to any legal fees incurred by the Landlord; thirdly to costs of storage and preservation of the Tenant’s property along with transportation and other related costs; fourthly to outstanding rents.

15. Vacancy or Termination: The Tenant shall at the expiration of this agreement or at termination, peaceably surrender and yield up to the Landlord the premises vacant and clean in good repair.