

**BOXIES STORAGE**  
**P.O. Box 244**  
**Dauphin, Mb. R7N 2V1**  
**204-638-1629**

**Terms and Conditions**

**A. RENT**

1. Minimum lease term is two months.
2. All rents to be paid one (1) month in advance and are due the first day of each calendar month. Acceptable tenders are cash, cheque or preauthorize debit. Landlord reserves the right to accept cash or certified cheque only.
3. A minimum of two months rent will be charged and NO refunds will be made in the case of a tenant vacating less than two months after the entry date on this agreement.
4. The First and Last months rent is to be paid on or before the entry date on this agreement. First months rental rate may be prorated on the basis of a 30 day month from the 'entry' day to the last day of that month.
5. The last months rent WILL NOT be prorated.
6. Late Rent will be subject to a **Late Fee** of **\$10.00 per Unit** plus **\$ 1.00 per day** for each day after the due date. There will be a charge of **\$25.00 for any NSF cheques**.
7. Rent is on a month to month basis. Notice from the tenant of his/her intent to terminate this agreement must be received in writing or in person on the first day of the month that the tenant plans to vacate the unit..

**B. Use, Maintenance and Repair**

8. Tenant is to use the Unit for the storage of goods, which he is in lawful possession
9. Tenant shall not store explosives, flammable, dangerous, filthy, noxious or perishable goods in the Unit.
10. Tenant must supply and place at least one (1) padlock on the door to the Unit.
11. Tenant shall not carry on any business out of the Unit and shall not use the Unit for any unlawful purpose. Tenant agrees to advise Boxies Storage in writing of the name of any person authorized by tenant to have access to the Unit. Tenant shall be legally responsible for any damaged, loss or injury caused by any person brought onto the premises by the tenant, or visiting the Unit with the tenant, or visiting the Unit with tenant's permission.
12. Tenant shall not use tools, equipment or appliances in the unit or about the premises nor shall the tenant perform any mechanical repairs or maintenance to any goods stored in the Unit or on the premises
13. Tenant acknowledges the Unit is Clean and undamaged and agrees to leave the Unit in the same condition. Prior to the Termination of the Agreement tenant shall remove all goods and litter from the Unit. tenant shall be responsible to pay any cleaning and/or damage charges as a result of the storage and/or removal of the goods.

### C. Loss or Damage to Goods

TENANT ACKNOWLEDGES THAT BOXIES STORAGE IS ONLY PROVIDING SPACE TO THE TENANT FOR **THE STORAGE OF GOODS AT TENANT'S OWN RISK** AND THAT BOXIES IS NOT A BAILEE OR WAREHOUSEMAN, AND DOES NOT HAVE CUSTODY OF AND HAS **NO OBLIGATION TO CARE FOR OR PRESERVE TENANT'S GOODS.**

### D. Insurance

1. Tenant is responsible for placing his own insurance coverage on the content
  2. Landlord shall have no obligation to carry insurance on tenants property stored in the unit.
  3. Tenant shall have no claim against the landlord and the landlord shall have no liability for any loss or damage to the tenants 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 landlord, its agents or employees.
  4. Landlord shall have no liability to tenant for any injury to the tenant or to others caused by any conditions existing near or about the space or the premises or resulting from the activities of the tenant. Tenant shall hold the landlord harmless from any claims or any third persons arising in any manner out of tenant's use of the space.

### E. Change of Terms

1. All terms of this agreement, rental fees and conditions of occupancy are SUBJECT TO CHANGE upon (1) months prior written notice to the tenant. If changed, the tenant may terminate this agreement on the effective date of the change. If the tenant does not elect to terminate this agreement, the change shall become effective and apply to this agreement.

### F. Default of Rent

1. If Boxies Storage has not received payment of the monthly charge for any monthly terms on or before the due date, tenant will be considered to be **'in default'** until such time as Boxies Storage has received payment of all outstanding monthly charges and late fees.  
If the tenant is **'in default'**, the landlord or its representatives shall in addition to all those remedies provided by law, without waiving any such rights, will have:
  - a) the right to double lock the space and deny access to the tenant until the arrears are paid  
and
  - If the tenant is **'in default' for more than 90 days**, the landlord or its representatives shall in addition to all those remedies provided by law, without waiving any such rights, will have:
    - b) the right to dispose of the tenant's goods by public auction, private sale or otherwise.  
and
    - c) The landlord shall be entitled to commence and maintain an action against the tenant to collect any rent not paid and due, without exercising the option to terminate this agreement.

**TERMINATION:**

1. If the tenant is in breach of any of the terms and conditions of the Agreement, Boxies Storage retains the right to terminate this agreement immediately and begin default procedures (**as described in Section F**).
2. Upon termination of this Agreement, the Unit is to be inspected by Boxies Storage to verify condition and cleanliness.
3. Tenant agrees that under no circumstances shall Boxies storage, its directors, representatives or employees be subject to any liability whatever for the loss, theft, or destruction of, or damage to, any goods stored by tenant in the Unit, whatever the cause of such loss, theft, destruction or damage.

I agree to be bound by all terms and conditions and I further agree that I have read and understand all the terms and conditions of this Agreement.

**TENANT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BOXIES STORAGE:** \_\_\_\_\_  
**Authorized Boxies Storage Representative**