

Morris Self Storage

Terms and Conditions

1. **RENT-** Rent is due and payable in advance on the 1st day or 15th day of each month (dependent on booking date) and is to be delivered to the Landlord in the form of e-transfer or Credit Card payment through Square each month. No rent refunds will be granted on any partial month.

A penalty of \$10.00 will be incurred by the tenant if the rent is not paid on or before the date specified by the Landlord (1st or 15th), and an additional penalty of \$15.00 will be added if rent is two weeks late.

The lease shall run for the period covered by the initial payment and from month to month thereafter and shall terminate on the last day of the month for which a rental payment has been paid if no prepayment is paid for the succeeding month. The Tenant may terminate this lease by giving written notice, by email or text, of his intention to terminate to the Landlord at least thirty (30) days before the next rental payment is due.

2. **DAMAGE/CLEANING DEPOSIT-** A damage/cleaning deposit is required by the Tenant before the tenant takes possession of the unit. The deposit will consist of one (1) month rent, excluding GST. If the tenant causes any damage to the interior of the unit and/or exterior of the building, and/or if the Tenant fails to leave the unit in a clean and useable state upon moving out and/or leaves items/garbage behind within the compound, the Landlord reserves the right to keep the deposit. The unit and compound must be free of all the tenants' belongings, garbage or debris, and must be swept out. The Landlord reserves the right to keep the deposit if the Tenant fails to do so.
3. **TERMS AND SALES –** If the Tenant chooses to sign up for a 6 or 12 month term, the Tenant must pay the term in full to receive the applicable discount. Any terms or sales discounts that start after the Tenant applies are inapplicable. No refunds will be given if the Tenant vacates before the end of their term.
4. **BILLING AND DELINQUENCY POLICY -** The Tenant will receive monthly invoicing through Square. Late fees apply, see above. Overdue/Delinquent accounts:
 - Ten (10) days overdue - a notice will be sent to the Tenant notifying them of the arrears and that the storage unit will be locked until all arrears and penalties are paid in full.
 - Twenty (20) days overdue - a second notice will be issued of the delinquent account and a notice that further delinquency will result in forfeiture of the locker and seizure of the contents therein.
 - Forty (40) days overdue – The storage unit and all contents therein become the property of Morris Self Storage Ltd. to be auctioned off or sold.

- Forty (40) days overdue (Outdoor Storage) - The Tenants vehicle/equipment will be towed off the premises at the expense of the Tenant.

IF ANY ACCOUNT IS CONSISTENTLY LATE, THE TENANT WILL BE REQUIRED TO PAY THREE (3) MONTHS IN ADVANCE IF THEY WISH TO REMAIN A TENANT.

Any special offers or discounts will be void if the terms of this contract are broken in any way.

5. **ASSIGNMENT OF SUBLETTING** - The Tenant shall not assign this lease or the unit or any part thereof, nor sublet the unit or part thereof, without written consent of the Landlord in advance.
6. **USE** - The Tenant shall not store in the unit any food, explosives, highly flammable material, dangerous or noxious substance, animals, etc. The Tenant agrees that no business will be conducted on or from the unit without the written consent of the Landlord.

The Tenant agrees that no items will be stored in the unit which would violate any law or ordinance now or hereafter nor store any items which will violate the provisions of the insurance policy on the building. The Tenant will not store any items which would result in any increase of the Landlord's operating costs.

The Tenant acknowledges that there is to be no smoking inside any of the units or within 20 feet of the storage building.

7. **ACCESS** - The Tenant's account must be current and paid in full or no access will be granted to the storage facility. The Tenant will be provided an access code to the facility which can be used at any time. The Tenant will be responsible to provide their own padlock for the unit being rented, unless one had been purchased from Morris Self Storage. As the gate to the compound is not automated, it is the Tenants responsibility to lock the compound as they exit the property.
8. **LIABILITY AND INSURANCE** - The Tenant agrees that the Landlord is not in any way responsible for any property which the Tenant may place in the storage unit or within the compound. Any property stored in the unit is at the risk of the Tenant and the Landlord shall not be responsible for any damage or loss of such property. The Tenant agrees that the Landlord will not be held responsible for any claims of any person or for any damage to such property. The Tenant acknowledges that the Landlord provides no insurance coverage for any property of the Tenant. The Landlord shall not be liable, directly or indirectly, for loss of or damage to the property of the Tenant, whether such loss is attributable to the negligent acts or omissions of the Landlord or its agents and no matter what the cause of such loss or damage may be, including fire, explosion, water, wind, theft, excessive heat, or any other cause whatsoever. The Tenant is responsible for having their own insurance for the contents of their unit or for the vehicle they park. THESE UNITS ARE NOT CLIMATE CONTROLLED. The Tenant is responsible to ensure that and humidity or moisture-sensitive items stored in the unit are properly protected.

9. **RIGHT OF ENTRY AND DISPOSAL** - The Tenant agrees that if the Tenant fails to pay the rent when due or vacate the unit promptly upon the expiration of this lease, the Landlord shall have the right to:
- Dispose of the contents by public and private sale, upon such terms and conditions as are reasonable.
 - Apply the proceeds of the sale of the contents firstly to the cost of such sale, secondly to the payment of any amount due from the Tenant to the Landlord under the terms of this lease, and any remaining funds will become the property of the Landlord.
10. **LOSS OR EXPENSE** - If the Landlord suffers or incurs any damage, loss or expense or is obliged to make payment for which the Tenant is liable hereunder due to failure of the Tenant to observe and comply with any of the terms of this lease including reasonable solicitors fees where it shall be necessary for the Landlord to obtain the services of a solicitor for the purposes of collecting rent in arrears or enforcing the performance of any of the terms of this agreement then the Landlord shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rental. Any such amount shall immediately become due and payable and any such amount or cost, that is unpaid, shall bear interest at the rate of twenty-four (24) percent per annum.
11. **NOTICES** - Notices shall be sent by email to the Tenant or the Landlord. The Tenant is responsible to notify the Landlord of any email address, phone number or address changes. The Landlord will not be responsible for undelivered notices due to uncommunicated changes.