

**HOLIDAY PARK RESORT LTD.
STORAGE CONTRACT – RENTAL AGREEMENT**

Reservation # _____

This Rental Agreement Dated _____ Entered into by and between:

HOLIDAY PARK RESORT LTD. and: _____

Address: _____ DV

Email: _____ Phone: _____

Description of Vehicle Being Stored: _____

License Plate Number of Vehicle: _____

STALL/SHED #	RENTAL TERM	RENEWAL DATE	CONTRACT NUMBER
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The tenant will pay \$ _____ plus the Taxes of \$ _____ for a total of \$ _____
Must be paid in full on or before the renewal date

HPR Management Representative

Tenant Signature

TERMS:

- Rent is due and payable on or before the renewal date.
- Tenancy shall commence on the contract date and continue thereafter until the renewal date.
- Holiday Park Resort leaseholders shall receive two months' free rent with one year's prepayment.
- Holiday Park Resort members will receive a 10% discount with one year's prepayment.

STORAGE RENEWALS:

- Thirty days (30) prior to expiry, notifications will be sent out to one-year contract holders.
- **Payment must be received no later than renewal date.**
- **If payment is not received on the renewal date, access will be denied. This event shall constitute default. THIS WILL BE STRICTLY ENFORCED. Charging storage to site account is not permitted.**

CHECK –OUTS:

- Check out must be done in person at the office or in writing.
- Early departures require 30 days notice in writing penalty may apply to early departures without notice. This will be at the discretion of Management

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TERMS AND CONDITIONS

1. Gate access: 8 am – 9 pm daily
2. Locks: must provide your own lock
3. Insurance; you are responsible for your own insurance.
4. Enclosures of any kind must be professionally manufactured and not contain Solid Materials, have any flooring, or have wood, metal or glass walls. Canvas only. Security must have access. No locks of any kind on the enclosure.
5. Any improvement, alteration or change to a storage stall or shed must be approved by the General Manager or President of Holiday Park Resort.

Contract Expires on Renewal Date

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 renter.
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.
9. Tenant shall keep premises in a clean condition and shall not allow any accumulation of trash or litter and upon vacating shall leave RV storage site and/or storage shed in a clean condition.
10. Emergency Entry: The Landlord may forcibly enter the premises without notice if it is believed necessary for the safety of the facility, the building, 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.
11. 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) To injury or 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.
12. 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.

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.

13. 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.
14. 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.