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**BLUE SKY STORAGE INC.: RENTAL AGREEMENT  
TERMS & CONDITIONS  
Version 1.7 - December 2019**

**1. AGREEMENT, REGISTRATION PROCESS, GOODS AND SERVICES**

- A. The Terms and Conditions contained herein form part of the rental agreement (the "Rental Agreement") between Blue Sky Storage ("Blue Sky") and the customer (the "Customer") identified during the registration process ("Registration Process"), along with the quote generated by correspondence between both parties (by fax, email or online).
- B. The Parties hereby agree that Blue Sky rents to the Customer and the Customer rents from Blue Sky the storage products and/or services as selected by the Customer through the "Registration Process".
- C. Storage containers and parking spaces, whether they are for self-storage, portable storage or vehicle storage are hereafter individually and collectively referred to as the "Unit". The terms of this Rental Agreement apply to all goods and services provided by Blue Sky to the Customer, including but not limited to the Unit, transport services and fees, storage location upgrades, additional equipment rentals, merchandise, insurance coverage, and all other associated activities (the "Goods and Services").

**2. RENTAL PERIOD, RENEWAL AND TERMINATION**

- A. The Rental Agreement is effective upon execution of this document by the Customer.
- B. The Rental Period is a minimum of one (1) month, commencing when Blue Sky delivers a Unit(s) to the Customer's site, or when the Customer moves into or parks at a Unit at a Blue Sky facility (the "Commencement Date").
- C. In the absence of Notice of Non-Renewal or Termination (see below) by either the Customer or Blue Sky, the Rental Agreement automatically renews on a monthly basis (the "Renewal Period" and/or "Billing Cycle").
- D. Notice of Non-Renewal of the Rental Agreement may be issued by mail, email or telephone (voicemails are NOT accepted as a valid notice). Customer Notice of Non-Renewal must be issued no later than seven (7) days prior to the end of the then current Billing Cycle. The Customer's failure to provide sufficient Notice of Non-Renewal may result in fees charged to the Customer's account equivalent to one (1) Billing Cycle. No refund or pro-rating of rents, transportation fees or insurance premiums shall be made should the Customer elect to terminate the Rental Agreement before the end of the then current Rental Period. Non-Renewal requires that the Unit be fully vacated and cleaned by the Customer, and that all fees applicable under the Rental Agreement be paid in full. Failure to comply may result in additional charges. The Rental Agreement ends on one of the following dates (the "Termination Date"):
  - 1. On the one (1) month anniversary of the Commencement Date, subject to the Customer's provision of a Notice of Non-Renewal consistent with the requirements under this Rental Agreement;
  - 2. On the date specified by the Customer during the Registration Process or through a Notice of Non-Renewal, provided that that date is not less than one (1) month from the Commencement Date;
  - 3. If neither paragraphs (1) nor (2) above apply, the Rental Agreement shall automatically renew until either party delivers Notice of Non-Renewal or Termination in accordance with the requirements under this Rental Agreement; or
  - 4. On the effective date of an early termination of this Rental Agreement by either party, subject to the terms and conditions herein.
- E. Subject to Blue Sky's rights herein, Blue Sky may terminate this Rental Agreement for any reason upon providing the Customer with written notice at least seven (7) days prior to the end of the then current Rental Period. Notice of such cancellation may be delivered to the Customer by hand, e-mail, fax or registered mail. The termination of the Agreement by Blue Sky will not effect Blue Sky's right to pursue any remedy available to it under this Rental Agreement or otherwise available to Blue Sky under law.

**3. RATES, PAYMENT METHOD AND RECURRING FEE STRUCTURE**

- A. **Rates:** Current rates may vary from those shown online or on promotional material. Please consult your quote or a Blue Sky Staff member for current rates. All fees payable to Blue Sky under the Rental Agreement are subject to H.S.T.
- B. **Payment Method:** A valid credit card must be provided during the Registration Process. Accepted brands are Visa, Mastercard, AMEX, and Discover. It is the Customer's responsibility to ensure that the credit card on file has sufficient credit available and remains valid throughout the duration of the Rental Agreement. All fees due and payable under this Rental Agreement shall be charged to the credit card provided by the Customer.



- C. **Recurring Fees Structure:** Blue Sky charges monthly recurring fees. These include a base rate determined by Unit size and type, additional fees for storage arrangement and/or upgrades (see below), and select equipment rentals or options as specified during the Registration Process (collectively "Rent"). Blue Sky reserves the right to increase Rent at its sole discretion upon providing notice to the Customer one (1) Billing Cycle in advance. All terms and conditions of this Rental Agreement shall remain in effect regardless of any such increase
- D. **Installments:** The first Rent installment will be charged on the Commencement Date. For portable storage, the first installment will also include the delivery Transport Fee. Subsequent monthly installments will automatically be charged to the credit card on file on the monthly anniversary of the Commencement Date (i.e. if the commencement date was the 5<sup>th</sup> day of the month, subsequent installments will be on the 5<sup>th</sup> of each month until non-renewal or termination).
- E. **Insufficient Funds, Late Fees and Lockouts:** An Administration fee of \$75.00 per instance will apply to any charges made by Blue Sky under this Rental Agreement that are rejected due to non-sufficient funds ("NSF") or any other cause, including but not limited to over limit, incorrect expiry date, or cancelled or suspended credit card account, as well as double locking of a Unit (see below). In addition to NSF charges, late charges shall be applied if fees are paid after a payment due date. Late fees will accrue at a rate of \$65 per week per Unit, regardless of Unit size or storage arrangement. The Customer authorizes Blue Sky to charge the Customer's credit card on file for any rent or fees due if Customer is delinquent for more than THREE (3) days, even if Customer has selected and Blue Sky has agreed to accept another method of payment. If rental fees remain unpaid for one (1) full Billing Cycle, an additional late fee of \$100.00 will be applied to the Customer account, and Blue Sky reserves the right to lockout the Customer from the Unit and/or Blue Sky facility, and to retrieve the Unit and return it to Blue Sky's facility (in the case of portable storage) until payment is received in full. After two (2) full cycles of delinquency, the Unit will be assessed for public auction of its contents without notice to the Customer (see Liens below).
- F. **Refunds and Proration:** Blue Sky does not provide refunds for any reason other than faulty product, equipment or merchandise. To qualify for a refund, the Customer must notify Blue Sky within twenty-four (24) hours of receiving the faulty item or service. Blue Sky does not prorate Customers for early non-renewal of contracts.
- G. **Transport Fees – Portable Units:** additional fees apply for the Transport of portable Units as detailed below.

#### 4. ACCESS TO STORED PROPERTY

- A. **Site Access and Rules:** upon execution of the Rental Agreement, customers whose products and services involve accessing the Blue Sky facility (self-storage, parking, and select portable Storage Arrangements – see below) will receive by email a 5 digit gate code. Access is exterior only, 24 hours a day, 7 days a week. One vehicle per entry/exit code. Yield to inbound vehicles. Adhere to other site rules as posted. Failure to do so may result in additional fees.
- B. **Facilities, Security and Safety:** Blue Sky staff may not be present at all times. There is NO tenant washroom on site. Site is lit at night, plowed in winter, and video monitored at all times. Site is gravel with some minor slopes in grading. It is the Customer's responsibility to inspect conditions in advance of signing the Agreement, and to wear appropriate footwear and take precautions in adverse weather conditions. By signing the Agreement, the Customer consents to the Blue Sky site conditions, and releases Blue Sky from any and all liability for any and all damages including but not limited to personal injury or damage to their property resulting from their access to and use of the site.

#### 5. PORTABLE STORAGE ARRANGEMENTS AND TRANSPORT FEES

- A. Customers with portable storage Unit(s) have the following options for delivery and storage locations (the "Storage Arrangement"). Throughout the course of the Rental Agreement, the Customer may contact Blue Sky to request a change in the storage arrangement. Additional fees may apply.
  1. **Storage at Customer Site:** Blue Sky delivers the Unit to a location of the Customer's choosing (hereinafter the "Delivery Address"), where it remains for the duration of the Rental Period.
  2. **Storage at Blue Sky:** Blue Sky delivers the Unit to the Delivery Address, where it is packed by the Customer at their own pace, and retrieved by Blue Sky to be stored at our secure facility. When ready, the Customer schedules Blue Sky to redeliver the Unit to the Delivery Address, where it is vacated and cleaned by the Customer prior to final pickup.
  3. **Moving:** Blue Sky delivers the Unit to the Delivery Address, where it is packed by the Customer. When ready, the Customer schedules Blue Sky to move the Unit to a second location of the Customer's choosing (the "Relocation Address"), where it is vacated and cleaned by the Customer prior to final pickup by Blue Sky.
  4. **Moving + Storage:** Blue Sky delivers the Unit to the Delivery Address, where it is packed by the Customer. The Customer then schedules Blue Sky to retrieve the Unit and store it at our secure facility. When ready, the Customer schedules Blue Sky to deliver the Unit to a new address ("Relocation Address"), where it is vacated and cleaned by the Customer prior to final pickup by Blue Sky.



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NOTE: for Storage Arrangements at Blue Sky, Customers have three (3) additional options:

- a. **Outdoor No Access:** the Unit will be stored in a gated and video monitored exterior yard, in a placement that is NOT readily accessible.
- b. **Outdoor With Access:** the Unit will be stored in a gated and video monitored exterior yard, in a readily accessible placement, with site access 24 hours a day, seven days a week, controlled by a unique Customer code for onsite keypads (see below).
- c. **Indoor (climate controlled):** the Unit will be stored within Blue Sky's locked and video monitored warehouse. NOTE: Access to units stored indoors is by appointment only. Access is granted by temporarily moving the unit to the exterior during business hours only (Monday – Friday, 9:00am – 5:00pm EST). The customer must schedule an appointment no later than 48 hours in advance. In the event of late scheduling, access cannot be guaranteed. Additional fees for access may apply.

B. **Transport Fees – Portable Units:** Transport fees are flat rates, categorized by zone based on distance from the Blue Sky facility to the Delivery and/or Relocation Address(es). Transport Fees are applied for (i) any and all transport of a Unit; (ii) empty vehicle travel from Blue Sky to the initial Delivery Address for moving/relocations pickups (see Storage Arrangement below); and (iii) transport that cannot be completed due to overweight units, unsuitable site conditions and/or incorrect address(es) provided by the customer, as detailed in sections below. For greater clarity, fees by arrangement are as follows:

Storage Arrangement	Quantity of Fees	Nature of Fees
Customer Site	2	1 x Deliver Empty (DE) + 1 x Pickup Empty (PE)
Blue Sky Facility	4	1 x Deliver Empty (DE) + 1 x Pickup Full (PF) + 1 x Deliver Full (DF) + 1 x Pickup Empty (PE)
Moving	3	1 x Deliver Empty (DE) + 1 x Return to Delivery Address with Curb to Curb Relocation (CC) + 1 x Pickup Empty (PE)
Moving + Storage	4	1 x Deliver Empty (DE) + 1 x Pickup Full (PF) + 1 x Deliver Full (DF, to Relocation Address) + 1 x Pickup Empty (PE)

Actual transportation fees are indicated during the Registration Process. Additional fees may apply for delivery during non-business hours or for special Unit placement requests (e.g. side or rear yards). Blue Sky may at its sole and absolute discretion increase transportation, special placement and/or fuel surcharge fees at any time without notice to the Customer.

Blue Sky reserves the right to relocate a Customer's Unit from one Blue Sky facility to another upon providing the Customer not less than one (1) month's written notice. Upon Blue Sky's successful delivery of such written notice to the Customer, the Customer shall have fourteen (14) days to object to the relocation and to provide Blue Sky with notice of non-renewal of the Rental Period. The Customer will not be charged for any relocation of the Unit from one Blue Sky facility to another; however, additional Transport Fees may apply in cases where such relocation results in a greater distance round-trip for returning a portable Unit to the Address at the end of the Rental Period.

**6. PORTABLE STORAGE: DELIVERY ADDRESS, SITE CONDITIONS AND OWNERSHIP**

- A. During the Registration Process, the Customer must ensure that the Delivery Address is accurate and complete. The Customer should also provide as much detail as possible regarding the proposed location, orientation and placement of the Unit (e.g. on the driveway or other location, the direction the doors should face, which side of the driveway for double driveways, etc.). See Placement Guidelines and Clearance Requirements below. The Customer is solely responsible for ensuring that Blue Sky has adequate delivery instructions to complete the delivery in accordance with the Customer's wishes. If, at the time of delivery, the Address provided by the Customer is found to be incorrect and/or cannot be located, or if the site conditions are deemed unsuitable per Placement Guidelines, the Customer shall nonetheless be required to pay the transport fees associated with that attempted delivery, plus any additional delivery fees for redelivering the Unit to the correct or alternate suitable address or placement. The Customer hereby expressly acknowledges they have received and reviewed of the Placement Guidelines. Blue Sky is not liable for any delays, costs or damages incurred by the Customer resulting from unsuitable delivery conditions at the Address (see Unit Placement and Clearance Requirements below for information and guidance), nor as a result of poor weather conditions, or any other force majeure event beyond Blue Sky's control. Any perceived issues or deficiencies with the delivery, placement, and/or condition of the Unit must be reported by the Customer to Blue Sky within 24 hours of delivery, failing which the delivery shall be deemed to be completed successfully.
- B. BY ENTERING INTO THE RENTAL AGREEMENT, THE CUSTOMER MUST BE, AND HEREBY WARRANTS TO BLUE SKY THAT THE CUSTOMER: (A) IS THE LEGAL OWNER OF THE PREMISES LOCATED AT THE ADDRESS (THE "PREMISES"); (B) IS AN AUTHORIZED AGENT OF THE LEGAL OWNER OF THE PREMISES; OR (C) HAS THE EXPRESS AND WRITTEN PERMISSION FROM THE LEGAL OWNER OF THE PREMISES TO HAVE THE UNIT DELIVERED AND PLACED AT THE ADDRESS IN ACCORDANCE WITH THE ARRANGEMENTS, AS OUTLINED ABOVE, INCLUDING THE PROPOSED PLACEMENT, ORIENTATION, AND LOCATION OF THE UNIT, AND/OR THE DURATION THAT THE UNIT SHALL BE KEPT AT THE ADDRESS (I.E. FOR THE DURATION OF THE RENTAL AGREEMENT OR WHILE THE UNIT IS BEING LOADED PRIOR TO



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RETRIEVAL BY BLUE SKY). FURTHER, THE CUSTOMER WARRANTS THAT IT HAS THE RIGHT AND AUTHORITY TO PERMIT AND SO DOES PERMIT BLUE SKY'S UNRESTRICTED ENTRY UPON THE PREMISES WHENEVER BLUE SKY DEEMS IT NECESSARY TO ENFORCE ANY AND ALL OF ITS RIGHTS UNDER THIS RENTAL AGREEMENT OR BY ANY PROVINCIAL OR FEDERAL LAW.

## 7. PORTABLE STORAGE: PLACEMENT GUIDELINES AND CLEARANCE REQUIREMENTS

- A. If no specific delivery instructions are provided by the Customer, then by default, Blue Sky will place the Unit on a paved surface or driveway at the Address, with the doors oriented toward the nearest building. In the absence of a paved surface, Blue Sky will place the unit on any available flat surface including lawn. While Blue Sky's equipment provides for excellent manoeuvrability, the Customer nevertheless hereby verifies that the Address, including but not limited to any specifically designated location, orientation and position specified during the Registration Process, provides adequate clearance for delivery in accordance with the guidelines below.
- B. The Customer assumes full responsibility for determining whether there is sufficient clearance for the Unit to be placed, and the doors to open fully. Required clearances include:
- Height: minimum = ten feet (10') where conditions are sloped, and nine feet (9') for even grades
  - Width: minimum = ten feet (10')
  - Length: minimum = Unit length + four feet (4'); e.g. sixteen foot (16') unit requires twenty feet (20') total
  - Underground locations subject to approval by Blue Sky in advance of scheduling.
- C. The Customer acknowledges that in order to place the Unit in the area designated by Customer, Blue Sky may be required to, or may inadvertently, come into contact with a lawn or other unpaved surface. Blue Sky will make every reasonable effort to avoid such activity; however, if such activity does occur, the Customer hereby releases Blue Sky from any liability for property damage that occurs during delivery and placement of the Unit at the Address. The Customer further accepts that, in the event that site conditions are deemed unsafe or hazardous for any reason, Blue Sky may at its sole discretion refuse to place the Unit according to the Customer's specific placement requests, or potentially at the Address altogether.
- D. Slopes cannot exceed those deemed to be safe by Blue Sky staff at their sole discretion. For deliveries to side or rear yards, soil conditions must be dry and hard-packed Blue Sky may levy a surcharge for difficult placement of the Unit due to sloped conditions or at side or rear yard. In the event that the Blue Sky is unable to place the Unit at Customer's desired location, the Customer agrees to provide an alternate location, or otherwise have the Unit returned to the possession of Blue Sky, and to pay the regular transportation fee for the work attempted.

## 8. PORTABLE STORAGE: NO UNAUTHORIZED MOVING OF UNIT

- A. UNDER NO CIRCUMSTANCES IS THE CUSTOMER PERMITTED TO MOVE OR RELOCATE THE UNIT, WHETHER FROM ONE POSITION OR LOCATION TO ANOTHER AT THE ADDRESS, OR FROM THE ADDRESS TO ANOTHER LOCATION ALTOGETHER. SUCH ACTIVITY BY THE CUSTOMER IS STRICTLY PROHIBITED, AND MUST BE CONDUCTED ONLY BY BLUE SKY OR AN AUTHORIZED AGENT OF BLUE SKY. IN THE EVENT THAT THE CUSTOMER ATTEMPTS TO RELOCATE, OR SUCCESSFULLY RELOCATES THE UNIT IN VIOLATION OF THIS PROVISION, THE CUSTOMER SHALL BE SOLELY LIABLE FOR ANY AND ALL DAMAGE TO THE UNIT, RENTAL EQUIPMENT, PERSONAL PROPERTY, REAL PROPERTY, OR OTHER PROPERTY, AS WELL AS DAMAGES FOR PERSONAL INJURY OR LOSS OF LIFE ARISING FROM SUCH UNAUTHORIZED CONDUCT. FURTHERMORE, IF BLUE SKY DETERMINES AT ITS SOLE AND ABSOLUTE DISCRETION THAT THE CUSTOMER HAS ATTEMPTED TO MOVE OR HAS SUCCESSFULLY MOVED THE UNIT TO A DIFFERENT POSITION OR LOCATION, BLUE SKY RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS RENTAL AGREEMENT, IN WHICH CASE, THE RENTAL PERIOD SHALL TERMINATE FORTY-EIGHT (48) HOURS AFTER THE CUSTOMER RECEIVES NOTICE OF TERMINATION (THE "EARLY TERMINATION DATE"), AND THE CUSTOMER SHALL EMPTY AND CLEAN THE UNIT OF CONTENTS, GARBAGE OR DEBRIS PRIOR TO THE EARLY TERMINATION DATE SO THAT BLUE SKY MAY RETRIEVE AND RETURN THE EMPTY UNIT TO ITS FACILITY. IN SUCH CIRCUMSTANCES, THE CUSTOMER SHALL BE REQUIRED TO PAY BLUE SKY ANY AND ALL RENTS, DELIVERY FEES, TRANSPORT FEES, AND INSURANCE PREMIUMS INCURRED UP TO THE EARLY TERMINATION DATE, INCLUDING WITHOUT LIMITATION THE COST OF BLUE SKY'S RETRIEVAL OF THE UNIT FROM THE ADDRESS FOLLOWING THE CUSTOMER'S UNAUTHORIZED MOVING OF THE UNIT.

## 9. PORTABLE STORAGE: PACKING, LOADING AND SECURING ITEMS IN THE UNIT

- A. The Customer assumes full responsibility and liability for:
- Properly packing items into suitable boxes or waterproof bins;
  - Loading packaged items safely into the Unit;
  - Securing all stored items in place for road transportation;



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- Locking the Unit - Note: double locking is prohibited, subject to removal administration fee;
- Removing stored items from the Unit; and
- Cleaning out the Unit prior to its retrieval by Blue Sky.

- B. The Customer acknowledges and accepts that Blue Sky is not a moving company and does not assume any responsibility or liability for the Customer's health and safety during the packing, loading and securing of stored items. The Customer is encouraged to research safe methods for undertaking these tasks, especially when handling heavy, large and/or awkwardly-shaped loads.
- C. The Customer has been informed that suitable locks for the Unit can be purchased from Blue Sky. Alternately, the Customer can purchase and supply its own lock for the Unit. Blue Sky shall not receive from the Customer any combinations or keys to the Unit lock, nor shall Blue Sky be responsible for providing the Customer with the means to remove the lock from the Unit in the event that the Customer misplaces the keys or forgets the combination.

#### 10. PORTABLE STORAGE: WEIGHT RESTRICTIONS

- A. The maximum weight of the Customer's property contained in the Unit shall NOT exceed 7,000 lbs. excluding the tare weight of the Unit. The maximum combined weight of the Customer's property contained in the Unit together with the tare weight of the Unit (approximately 2,750 lbs) shall not exceed 9,750 lbs.
- B. Loaded Units will be weighed at the Address prior to transportation by Blue Sky and must be at or under the acceptable weight limit. If a Unit is found to be over the weight limit, the Customer shall have a thirty (30) minute grace period during which to remove items from the Unit to bring it under the weight limit. After the thirty (30) minute grace period has expired, the Customer must either pay Blue Sky at a rate of \$95 per hour plus HST, billed in one-hour increments, to have the driver wait while the Customer continues to unload items out of the Unit to bring it under the weight limit, or pay for the applicable transportation fees to have the driver return to the Address at a later date. Customer acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

#### 11. INSURANCE

- A. ALL PROPERTY STORED BY THE CUSTOMER THROUGH BLUE SKY IS DONE SO AT CUSTOMER'S SOLE RISK AND RESPONSIBILITY.
- B. Blue Sky provides insurance at no charge for Customer property stored in self-storage Unit(s), and/or in portable Unit(s) only (see vehicle insurance below), from the time the Unit(s) are picked up until the time they are redelivered. Base coverage is limited to \$5,000. Customers can purchase additional coverage by contacting Blue Sky directly. It is the Customer's responsibility to familiarize themselves with the nature and extent of coverage, including those goods which are and are not insurable, and those perils which are and are not insured against. The Customer understands and agrees that Blue Sky does not list, review or inspect the contents of the Unit, nor has any interest or concern regarding the value, quality or type of goods stored in the Unit pursuant to this Rental Agreement, other than the weight restrictions and other restrictions noted herein. Blue Sky and Blue Sky's agents, affiliates, authorized representatives and employees and/or Blue Sky Storage Inc., will not be responsible or have responsibility for any loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Blue Sky or Blue Sky's agents (the "Released Claims"), and the Customer hereby releases Blue Sky and Blue Sky's agents from any such liability. The Customer waives any right of recovery against Blue Sky or Blue Sky's agents for the Released Claims herein. The Customer expressly agrees that the carrier of any insurance obtained by the Customer shall not subrogate any claim of the Customer against Blue Sky or Blue Sky's agents. BLUE SKY SHALL NOT FOR ANY REASON BE LIABLE FOR DAMAGES, WHETHER SUCH DAMAGES ARISE DURING OVER-THE-ROAD TRANSPORTATION WHEN THE UNIT IS MOVED BY BLUE SKY, FOR FAILURE OF PAYMENTS BY THE CUSTOMER, OR UNDER ANY OTHER CIRCUMSTANCES. BLUE SKY SHALL NOT BE LIABLE FOR ANY LOSS OF LIFE OR INJURY TO PERSONS FOR ANY REASON WHATSOEVER. The Customer acknowledges that he/she understands the provision of this paragraph and agrees to these provisions.
- C. Vehicle Insurance: Blue Sky does not insure any Customer vehicles stored at its facility or within its storage containers. Insurance for stored vehicles is the sole responsibility of the Customer Proof of Owner's valid insurance must be provided to Blue Sky by Customers storing their vehicles at the Blue Sky facility.

#### 12. PROHIBITED USES OF UNIT

- A. **General:** only property that the Customer owns or is an authorized agent to possess shall be stored in the Unit. The Customer will not store property which belongs to another individual, business or other entity, or in which another has a right, title or ownership interest. No perishable goods, living organisms (including without limitation, plants, animals, humans, and biohazardous materials), flammable or explosive materials (including but not limited to fuels, batteries, or other items with explosive potential such as propane tanks, spray canisters and other forms of contained and/or pressurized gases), firearms, ammunition, food products, contraband substances or other dangerous materials ("Prohibited Items") will be stored in the Unit by the Customer. The only exemption to this



is vehicle tires, which may be stored in small quantities (8 or less) by individuals, or in bulk by companies in which case the Unit must remain off-site or be stored at the Blue Sky facility exterior only (see Section 3A above). The Customer's failure to abide by these terms may result in immediate termination without notice of this Rental Agreement, and additional costs, fines and/or penalties may be levied against the Customer and charged to the Customer's credit card, including but not limited to monies required for clean-up, removal, remediation, and/or disposal of Prohibited Items. The Customer acknowledges and agrees that the Unit is not intended for or suited to the storage of irreplaceable property, books, records, writings, works of art, heirlooms, precious archives or other items for which there is no immediate resale market, or for objects having emotional value or records relating to the stored goods. The Customer acknowledges that the Unit is for storage of personal property only and may not be used for human or animal habitation. The Customer shall be liable to Blue Sky for any and all damages suffered by Blue Sky as a result of the Customer's violation of this provision causing damage to the property and equipment supplied to Customer under this Rental Agreement, including but not limited to the cost of repairing or replacing the Unit valued at up to \$4,000.00, the cost of repairing or replacing other rental equipment, cleaning fees, delivery costs, loss of revenue, and opportunity costs. The Customer acknowledges that he/she has read and understands the provisions of this paragraph and agrees to its requirements.

- B. **Compliance with Law:** the Customer shall NOT use the Unit to store personal property, materials that are hazardous, flammable or explosive as outlined above, or any other property where storage of such property in the Unit is in violation of any law, regulation or ordinance in effect at the place where the Unit is located. The Customer shall be liable to Blue Sky and shall indemnify Blue Sky for any and all damages suffered by Blue Sky as a result of Customer's violation of this provision, including but not limited to fines and penalties levied against Blue Sky, lawyers' fees and professional fees, the cost of repairing or replacing the Unit valued at \$4,000.00, the cost of repairing or replacing other rental equipment, cleaning fees, delivery costs, loss of revenue, and opportunity costs. The Customer agrees to pay the cost of remediation of any damages to the Unit and to Blue Sky resulting from the storage of any such property, or any other property, in the Unit whether such damages be physical in nature or otherwise. The Customer hereby acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements.

### 13. ADDITIONAL TERMS AND CONDITIONS

- A. **Hours of Operation:** Blue Sky's customer service office is open from Monday to Friday, from 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Blue Sky dispatch activities (i.e. deliveries, retrievals, relocations, etc.) are typically conducted during these same hours however, Customers who want to obtain dispatch service outside of these hours should contact Blue Sky to make a request. Blue Sky does its best to respond quickly and accommodate requests for after hours service, but availability and response times cannot be guaranteed.
- B. **Alterations and Modifications:** the Customer shall not make any alterations, modifications, attachments to or removals of the Unit or its hardware without the prior written consent of Blue Sky.
- C. **Limitation of Liability:** neither Blue Sky nor Blue Sky's agents have responsibility of any kind to the Customer or any person or representative of the Customer for any loss, expense, damage, claim, liability or injury to persons from any cause. This Limitation of Liability shall include, without limitation, any cause or act by Blue Sky or Blue Sky's agents whether active or passive, or by omissions, negligence or conversion, except for the event of Blue Sky's fraud, wilful injury or wilful violation of law.
- D. **Indemnification:** The Customer shall indemnify and hold Blue Sky and Blue Sky's agents harmless from any loss of life or personal injury arising in any manner whatsoever, as well as from any damage to property exceeding the dollar value of the content insurance coverage provided by Blue Sky under the Rental Agreement, which may arise out of the Customer's use of the Unit, any rental equipment supplied by Blue Sky, or of Blue Sky's transportation or storage facilities.
- E. **No warranties by Blue Sky:** No warranties, either expressed or implied, are made by Blue Sky to the Customer. Further, while Blue Sky's facility features climate control, state-of-the-art security and a comprehensive sprinkler system for prevention of fire and mitigation of associated damage, Blue Sky makes no guarantees or representation regarding the condition, safety, security or nature of the Unit or Blue Sky's designated storage location.
- F. **Remedies for Breach:** Subject to the terms and conditions herein, if the Customer defaults in the performance of any of its other obligations, and such default continues for a period of seven (7) consecutive days, then all unpaid rent and all other amounts payable hereunder, shall be forthwith due and payable in their entirety and Blue Sky shall have the rights, at Blue Sky's election or at any time while such default continues, to Terminate this Rental Agreement by giving notice to Customer, in which case Customer shall immediately surrender the Unit to Blue Sky. Should the Customer refuse or fail to surrender the Unit to Blue Sky, Blue Sky may enter upon the Customer's property at the Address and take possession of the Unit including any property stored therein, and expel or remove the Customer without being liable for prosecution or any claim of damages therefore. The Customer hereby agrees to pay Blue Sky the amount of all loss and/or damage which Blue Sky may incur by reason of termination, whether because of inability to re-let the Unit on satisfactory terms or otherwise. Blue Sky's application of the remedies hereto shall not preclude Blue Sky from its right to seek any other remedies provided for under the applicable laws of the Province of Ontario or under this Rental Agreement.



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- G. Release of Customer Information: Blue Sky is hereby authorized by the Customer to release any information regarding the Customer and the Customer's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.
- H. Unit Access by Blue Sky: The Customer shall provide access to the Unit to Blue Sky, Blue Sky's agents, Police, Fire Officials or other government authorities as required. Should the Customer refuse or fail to provide access as required, or in the event of an emergency or default of the Customer's obligations stated herein, Blue Sky, Blue Sky's agents or any governmental authority shall have the right to remove the Customer's lock and enter the Unit to examine the interior and its contents or to make repairs or alterations or to take such other action as deemed appropriate in the circumstances. In the event the Unit has been damaged or Blue Sky's designated storage location is damaged in any manner arising from the deliberate or negligent acts or omissions of the Customer, all expenses incurred by Blue Sky to make repairs and remediation including but not limited to any expenses to cover investigation of site conditions, design and engineering, or work to clean up, remove or restore the Unit, Blue Sky's facility and equipment, and/or comply with any applicable law or regulation, shall be paid by the Customer and shall be due upon demand by Blue Sky.
- I. Notices: Any notices or demand required to be given under the terms of the Rental Agreement, except as otherwise specifically provided herein, may be personally served or may be served by telephone, email, registered mail with postage prepaid and addressed to the party to be served. Any notice sent by first class mail shall be deemed delivered on the third business day following the date of mailing with postage fully prepaid and addressed in accordance with the provisions hereof. For the purposes hereof, any notice required to be delivered to the Customer by Blue Sky shall be deemed to have been delivered, if delivered in person, or when such notice is delivered by email at the email address provided by Customer during the Registration Process, or at such other address as the Customer shall have notified Blue Sky by giving written notice to Blue Sky at the following email address:
- Hello@BlueSkyStorage.ca
- J. BLUE SKY'S LIEN: THE CUSTOMER HEREBY GRANTS TO BLUE SKY A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE UNIT, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY THE CUSTOMER UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE BLUE SKY FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN THE "COMMERCIAL TENANCIES ACT / REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO" AND CUMULATIVE THEREWITH. SHOULD THE CUSTOMER DEFAULT IN THE PAYMENT WHEN DUE OR ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT, BLUE SKY MAY SEIZE AND DISPOSE OF CUSTOMER'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED UNDER THE "COMMERCIAL TENANCIES ACT / REPAIR AND STORAGE LIENS ACT OF THE PROVINCE OF ONTARIO" AND CUMULATIVE THEREWITH. NOTICE SHALL BE DELIVERED TO THE CUSTOMER OF ANY SUCH SURPLUS OR DEFICIENCY AND ANY SUCH SURPLUS SHALL BE DISPOSED OF AS REQUIRED BY LAW AND THE CUSTOMER SHALL PAY ANY DEFICIENCY FORTHWITH. FOR THE PURPOSES HEREOF, ANY NOTICE REQUIRED TO BE DELIVERED TO THE CUSTOMER BY BLUE SKY SHALL BE DEEMED TO HAVE BEEN DELIVERED WHEN RECEIVED. IF DELIVERED IN PERSON, OR WHEN SUCH NOTICE IS ADDRESSED AND MAILED/EMAILED TO THE CUSTOMER, POSTAGE PREPAID IF MAILED, TO THE ADDRESS/EMAIL ADDRESS PROVIDED BY THE CUSTOMER IN THIS RENTAL AGREEMENT OR AT SUCH OTHER ADDRESS/EMAIL ADDRESS AS THE CUSTOMER SHALL HAVE NOTIFIED BLUE SKY BY GIVING WRITTEN NOTICE TO BLUE SKY AT THE ADDRESS/EMAIL ADDRESS SPECIFIED FOR BLUE SKY IN THIS RENTAL AGREEMENT.
- K. Condition of Unit and Rental Equipment at Non-Renewal or Termination: The Customer shall remove all of their property from the Unit upon non-renewal or termination of this Rental Agreement for any reason by either party, unless such property is subject to Blue Sky's lien rights as described herein, and shall immediately surrender the Unit to Blue Sky in the same condition as when delivered to Customer by Blue Sky at the beginning of the Rental Agreement, reasonable wear and tear excepted. The Customer must sweep and remove all debris from the Unit or a cleaning and debris disposal fee of \$185.00 will be automatically charged to the Customer's credit card in addition to any other charges.
- L. The Customer shall be liable to Blue Sky for any and all damages suffered by Blue Sky as a result of Customer's wilful misconduct, negligence or recklessness causing damage to the property and equipment supplied to Customer under this Rental Agreement, including by not limited to the cost of repair or replacement fees, cleaning fees, delivery costs, loss of revenue, and opportunity costs.
- M. Local Ordinances and Regulations: The Customer's use of the Unit is subject to county, city, provincial and local ordinances, rules and regulations including deed and the homeowner restrictions. The Customer assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from the Customer's use of the Unit. If the Unit is required to be moved by a governing agency or authority from the Customer's property or assigned location for the Unit, Blue Sky will attempt to notify the Customer of such requirement. Blue Sky shall not be liable to Customer for any fines or penalties levied against Customer for the placement of the Unit on the Customer's property for any reason whatsoever. The Customer hereby gives to Blue Sky full authority to comply with



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Burlington ON, L7S 1W4

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blueskystorage.ca

governmental requirements and absolves and holds Blue Sky harmless for any resulting damage to Customer's property. If the Customer is renting or leasing the property where the Unit is located, other than property owned by Blue Sky, and the landlord of the property requests that the Unit be moved or relocated, the Customer hereby gives Blue Sky full authority to comply with the landlord's request, and absolves and holds Blue Sky harmless from any liability for any resulting damage to landlord's or Customer's property, and Customer is fully responsible for all fees associated with the removal of the Unit and the costs incurred by Blue Sky in relation thereto.

- N. Change of Address and Phone Numbers: The Customer shall advise Blue Sky of any change of address and/or contact information as provided during the Registration Process within forty-eight (48) hours of the change, or IMMEDIATELY if Blue Sky's scheduled services are impacted (i.e. for Unit delivery or pick-up). Failure to do so may result in additional fees or penalties as outlined above.
- O. Assignment: The Customer shall not sublet or assign its right to use the Unit or any portion thereof without the prior written consent of Blue Sky. Blue Sky may assign or transfer this Rental Agreement without the consent of Customer and by such assignment or transfer, Blue Sky shall be released from all obligations under the Rental Agreement occurring after such assignment or transfer.
- P. Time and Succession: Time is of the essence in regard to this Rental Agreement. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- Q. Governing Law and Severability: This Rental Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision of the Rental Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision of part thereof and the remaining part of such provision and all other provisions of the Rental Agreement shall continue in full force and effect.
- R. Entire Agreement: This Rental Agreement sets forth the entire agreement between the parties hereto and supersedes all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Blue Sky or the Customer is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Rental Agreement may only be amended by writing agreed to and executed by the parties hereto.