

SHORTY'S STORAGE INC. RENTAL AGREEMENT

			INSTR	UCTI	ONS			
Complete conta	act informatio	on below (P	LEASE PRINT). As part	of this	s please ensure you	have provided/a	attached valid	I copies of:
		Driver's lice	ense Vehicle	e Regis	stration Ver	icle Insurance		
			CONTACT	INFOF	RMATION			
↑ NAMI	E (COMPANY	NAME IF CO	ORPORATION) 🕇		NAME OF AUTHO	RIZED SIGNATOR	Y IF CORPOR/	ATION 🕇
			↑ ADDRESS, CITY, PR		E, POSTAL CODE	A		
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			RENTAL IN					
STALL CONTAINER					VEHICLE/TRAILER MONTHL			
(10',20',30',35', 40',40 & 60'DT)	(20′,40')	STALL/ UNIT #			MODEL			CHARGE
								\$
								\$
								\$
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SPECIAL CONDITIONS: Stall/Container Sub Total								\$
Returning Customer Power Referral Multi Stall Disc							count%	\$
Short Term Storage 3 months or less RFID Card Stall/Container Total								Ś
THE RENTER NAMED IN THE RENTAL AGREEMENT ACKNOWLEDGES AND AGREES THAT IT SHALL BE FULLY RESPONSIBLE FOR ANY/ALL AUTHORIZED USERS NAMED BELOW WHO ACCESS THE PREMISES UPON WHICH THE RENTAL AGREEMENT RELATES. THE RENTER SHALL BE FULLY LIABLE FOR ANY AND ALL INCIDENTS, DAMAGE, LOSS, EXPENSES AND OTHER COSTS RESULTING FROM OR ARISING OUT OF THE RENTER OR ANY/ALL AUTHORIZED USERS ACCESSING THE PREMISES AND SHALL INDEMNIFY AND SAVE HARMLESS SHORTY'S STORAGE INC. AND ANY OTHER PERSON OR ENTITY WHICH IS PUT TO COSTS.								
NAME (First & Last) Cell Phone #					NAME (First & Last) Cell Ph			none #
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I AGREE TO THE ABOVE INDEMNITY AND AGREE THAT THE ABOVE INFORMATION IS CORRECT THIS _____ DAY OF _____, 20____.

1. RENTAL AGREEMENT

These Terms and Conditions, together with all other attachments to this Rental Agreement, shall be incorporated into and form an integral part of this Rental Agreement and shall govern the rights and obligations of the parties to this Rental Agreement.

Where the Rental Agreement is entered into by a corporation as the Renter, the named authorized signatory who executes the Rental Agreement on behalf of the corporation shall be expressly included as a named party in all instances of reference to "Renter" " herein and shall be bound jointly and severally with the Renter to the terms and conditions of this Rental Agreement.

2. USE OF STORAGE STALL/UNIT

Shorty's hereby leases to the Renter the stall/unit as set out in Page 1 (the "Unit") located on the premises occupied by Shorty's located at 3601 – 144 Avenue N.E. Calgary, Alberta (the "Premises") and the Unit shall be used by the Renter for storing the Renter's recreational vehicle ("RV") or the property of the Renter (together with the RV as applicable, hereinafter referred to as the "Property") in accordance with these Terms and Conditions and other obligations and restrictions of this Rental Agreement. The Renter shall not at any time use the Unit as a Mobile Home Site as such term is defined in the Mobile Home Sites Tenancies Act, R.S.A. 2000 M-20 or as a Residential Premises as such terms is defined in the Residential Tenancies Act, R.S.A. 2004 R-17.1. Moreover, the Renter shall comply with all rules, regulations, policies and otherwise issued or made by Shorty's in the Renter's use of the Unit and shall not use the Unit in any manner other than for the storage of the Property in accordance with this Rental Agreement.

3. RENTER PRIVILEGES

Provided the Renter is not in default under the Rental Agreement, the Renter shall have access to his/her/its Unit(s) and Property at any time, 24 hours per day 7 days per week.

4. RENTER OBLIGATIONS

a) The Renter shall pay the total Monthly Rental Amount and all Other Charges (as defined below), plus applicable tax when the same become due.

b) The Renter shall not interfere in any way with the rights of Shorty's or any other renters on the Premises.

c) The Renter shall not perform any illegal acts or carry on any trade, business or occupation on the Premises.

d) The Renter shall not endanger persons or property on the Premises.

e) The Renter shall not make any repairs, alterations, replacements or improvements to any part of the Unit or Premises without exception. Damage caused by the Renter will be repaired by a third party contractor at Shorty's sole and absolute discretion. Any such repairs will be to the cost of the Renter and charged against the Renter as Other Charges.

f) The Renter shall at all times during the term of this Rental Agreement, at its sale cost, keep and maintain in a clean and tidy manner, free and clear of debris, rubbish or other items, and in good order the whole of the Unit and surrounding area which is reasonably used by the Renter for the storage of the Property or gaining access to the Unit. Failure of the Renter to maintain its Unit in accordance herewith will entitle Shorty's to remove any debris, rubbish or other items upon seven (7) day's written notice and to charge the Renter \$100 per removal event, plus all disposal or other costs incurred, all of which shall be included as Other Charges hereunder.

g) The Renter shall at all times utilize the Unit(s) set out in Page 1 during the term of this Rental Agreement. Upon failure by the Renter to utilize the correct Unit(s), Shorty's will be entitled to charge the Renter a \$100 administration fee, plus any other costs incurred in relocating the unit, including lost revenue, all of which Shall be included as Other Charges hereunder.

h) The Renter shall at the expiration or early termination of the Rental Agreement, deliver vacant possession of the Unit to Shorty's in a clean and tidy condition and the Renter shall immediately return to Shorty's all keys and/or swipe cards to the Premises.

i) The Renter shall not keep, use or store in or upon the Unit or the Premises any firearms, explosives, toxic chemicals, illegal items or any article which may be prohibited by any fire insurance policy in force from time to time covering the Premises. This does not include household chemicals and propane or other fuels as part of the Property being stored. Notwithstanding the foregoing, Shorty's may, at its sole discretion and upon notice to the Renter require the Renter immediately remove from the Unit and the Premises any household chemicals, propane or other fuels as Shorty's deems necessary.

j) The Renter shall not allow his/her/its Property, including RV or other vehicle(s) to extend outside of the area designated as his/her/its Unit.

THE RENTER SHALL REPORT ALL INCIDENTS OF k) COLLISION, ACCIDENT, DAMAGE OR OTHERWISE WITH THE UNIT, ANY OTHER UNIT OR STRUCTURE ON THE PREMISES AND/OR ANY PROPERTY OF SHORTY'S AND/OR OTHER RENTERS, OCCUPANTS, VISITORS, OR OTHERWISE ON THE PREMISES. The Renter shall report such incident to the owner of the property and/or RV involved in a collision and to a Shorty's representative immediately, or if immediate reporting is not reasonably possible, then at the earliest reasonable opportunity, and to the appropriate law enforcement authority, insurance agency and/or person, whether a Renter at the Premises or not, as and when required by law, regulation, policy or section 15 of these Terms and Conditions. Shorty's shall have no liability and/or involvement where an incidents of collision, accident, damage or otherwise occurs and the Renter shall resolve such matter directly with the effected party and in accordance with section 15 of these Terms and Conditions.

THE RENTER NAMED IN THE RENTAL AGREEMENT I) ACKNOWLEDGES AND AGREES THAT IT SHALL BE FULLY RESPONSIBLE FOR ANY/ALL AUTHORIZED USERS NAMED IN PAGE 1, AND ANY OTHER PERSONS WHO GAIN ACCESS TO THE PREMISES UPON WHICH THE RENTAL AGREEMENT RELATES THROUGH THE USE OF THE ACCESS PIN DESIGNATED TO THE RENTER OR AN AUTHORIZED USER OF THE RENTER. THE RENTER SHALL BE FULLY LIABLE FOR ANY AND ALL INCIDENTS, DAMAGE, LOSS, EXPENSES AND OTHER COSTS RESULTING FROM OR ARISING OUT OF THE RENTER OR ANY/ALL AUTHORIZED USERS ACCESSING THE PREMISES AND SHALL INDEMNIFY AND SAVE HARMLESS SHORTY'S AND/OR ANY OTHER PERSON OR ENTITY WHICH SUFFERS LOSS, EXPENSES, DAMAGES, COSTS OR OTHERWISE AS A RESULT OF THE ACTIONS OR OMISSIONS OF THE RENTER AND/OR ANY AUTHORIZED USER OR OTHER PARTY WHO GAINS ACCESS THROUGH THE USE OF THE ACCESS PIN DESIGNATED TO THE RENTER OR AN AUTHORIZED USER OF THE RENTER.

m) The Renter and any/all authorized user named in Page 1 shall not give access to the Premises to any other person, shall maintain in confidence the access PIN assigned to them, and shall notify Shorty's immediately upon the reasonable apprehension of the access PIN being disclosed (intentionally or through inadvertence) to any other person who is not named in Page 1. Where the Renter breaches this obligation, the Renter shall indemnify Shorty's for any and all loss, damage, expense and other amounts incurred as a result of such breach and Shorty's shall have the right to exercise all remedies available pursuant to this Rental Agreement, at law and/or in equity.

n) The Renter shall not use the Unit and/or Premises in any manner that will, or may, in Shorty's sole opinion, constitute waste, nuisance or unreasonable annoyance to other renters of the Premises or to Shorty's. Where such waste, nuisance or unreasonable annoyance is determined to have occurred, Shorty's shall be entitled to terminate this Rental Agreement immediately and shall avail itself to the remedies as set out in section 8 hereof.

5. OWNERSHIP OF PROPERTY

The Renter shall store only such Property in the Unit that it is in lawful possession and/or control of. The Renter represents and warrants that he/she/it is in lawful possession and/or control of all Property stored in the Unit. The Renter AGREES TO ADVISE SHORTY'S IN WRITING OF THE FULL NAME AND ADDRESS OF ANY PERSON OR CORPORATION OTHER THAN THE RENTER WHO HAS AN INTEREST IN ANY OF THE Property stored in the Unit.

Shorty's may require the Renter to advise Shorty's in writing of the name of any person authorized by the Renter to have access to the Unit. The Renter acknowledges and agrees that Shorty's need not and will not be concerned with the kind, quality, ownership or value of the Property or other goods stored by the Renter in the Unit or on or about the Premises. The Renter shall not store any Property in the Unit or on or about the Premises which would result in any violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to hazardous materials, waste disposal and other environmental matters.

6. TERM

The Rental Agreement shall commence as of the date set out on page 1 of the Rental Agreement and shall automatically continue from the first day of the month immediately following such date on a month to month basis until either party notifies the other of its intention to terminate the Rental Agreement. In order to terminate the Rental Agreement, either party must give not less than seven (7) days' written notice.

The Renter must deliver written notice of termination of this Rental Agreement on or before the 25th day of a month to prevent the next Monthly Rental Amount being charged. Where the Renter delivers notice to terminate on or after the 26th day of a month the Monthly Rental Amount for the following month will be charged. Where the Rental Agreement is terminated in accordance with this Section 6, and the Rental Agreement terminates on a day other than the last day of a calendar month, the Renter shall not be entitled to a refund of a pro-rata portion of the rent for the month in which the termination occurred.

7. PAYMENT OF FEES AND OTHER CHARGES

The Renter shall pay to Shorty's for use of the Unit the Monthly Rental Amount as set out in Page 1 to this Rental Agreement, without abatement, deduction, set-off, prior notice, demand or invoice, in advance on the first day of each calendar month. If the term of this Rental Agreement commences on a day other than the first day of the calendar month, then the Renter shall pay in advance the pro-rata amount for the number of days remaining in the month in which this Rental Agreement commences.

Shorty's shall have the right to change the Monthly Rental Amount upon 30 days' notice to the Renter.

The Renter shall pay to Shorty's, or as otherwise appropriate, any and all other charges, including but not limited to, a NSF charge of \$37.00 per payment that cannot be completed or which is not honoured, third party repair or contracting costs, maintenance costs, enforcement costs including legal costs on a solicitor and his client basis, costs incurred in the sale of the Property of the Renter, and/or any other costs and expense incurred pursuant to this Rental Agreement (herein referred to as "Other Charges").

WITHOUT LIMITING ANY OTHER TERMS OF THIS RENTAL AGREEMENT, WHERE THE RENTER NAMED IN THE RENTAL AGREEMENT IS A CORPORATION, THE NAMED AUTHORIZED SIGNATORY WHO EXECUTES THE RENTAL AGREEMENT ON BEHALF OF THE CORPORATION SHALL PERSONALLY GUARANTEE THE PAYMENT OF THE MONTHLY RENTAL AMOUNT AND ANY AND ALL OTHER CHARGES AS AND WHEN DUE PURSUANT TO THIS RENTAL AGREEMENT. THE NAMED AUTHORIZED SIGNATORY WHO EXECUTES THE RENTAL AGREEMENT ON BEHALF OF THE CORPORATION SHALL BE BOUND JOINTLY AND SEVERALLY WITH THE RENTER TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.

If the Renter is in default under this Rental Agreement then Shorty's shall have the rights to proceed as set out in section 8 herein, and enforce its rights hereunder and to seek such remedies as may be afforded to it under this Rental Agreement, law and in equity. Any and all fees, expenses, costs, damages, and other amounts incurred by Shorty's, including but not limited to legal expenses on a solicitor and his own client basis, shall be charged to the Renter as Other Charges and shall be due and payable in accordance with these Terms and Conditions.

8. DEFAULTS AND REMEDIES

If the Renter fails to make any payment of any amounts payable herein as and when such payment becomes due and/or if the Renter defaults in the performance of the Renter Obligations as set out in section 4 or any of its other obligations hereunder, Shorty's shall give notice of such default to the Renter and upon such nonpayment or other default continuing for a period of ten (10) consecutive days, then all unpaid rent and all other amounts payable hereunder shall be forthwith due and payable in their entirety and, in addition to any other rights or remedies to which Shorty's is entitled hereunder or at law or in equity, Shorty's shall have the following rights and remedies which are cumulative and not alternative:

a) to terminate the Rental Agreement immediately without further notice;

b) may place an additional lock on the Unit and/or the Property, as and when possible, and the Renter shall not be entitled access to his/her/ its Unit and/or Property until the Renter is no longer in default; or

c) to remedy any default of the Renter as hereinafter described.

Under no circumstances will the Renter remove any Property from the Unit and/or the Premises while the Renter is in default. Shorty's may from time to time resort to any or all rights and remedies available to it in the event of any default hereunder by the Renter, either by any provision of this Rental Agreement or by statute, or as provided by the Warehousemen's Lien Act, R.S.A. 2000 or in equity, all of which rights and remedies shall be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Shorty's at law or in equity.

Upon any termination of this Rental Agreement, if any Property remains in, on or about the Unit and/or Premises for more than fifteen (15) days, such Property may, at the sole option of Shorty's, become the property of Shorty's and Shorty's may, at Shorty's sole option and without further notice to the Renter, sell, destroy or otherwise dispose of such Property and shall not be liable to the Renter for any loss or damage thereby caused. After any sale of the Property, Shorty's shall upon request of the Renter pay to the Renter the remainder, if any, or the proceeds of sale after deduction of the Monthly Rental Amount, Other Charges unpaid along all other amounts payable hereunder. Any request for the remainder of proceeds after sale shall be made by the Renter no later than sixty (60) days following the sale, and if no request is post-marked and received by Shorty's or hand-delivered to Shorty's within that 60- day period, then any remainder of proceeds from the sale of the Property shall absolutely belong to Shorty's.

9. NO BAILMENT

The Renter hereby acknowledges and agrees that this Rental Agreement and the provision of Shorty's making available to the Renter the Unit does not in any way and shall not be deemed to in any way create or result in a bailment of the Property in the possession of Shorty's. The Renter acknowledges and agrees that there is no intention or creation of a deposit of the Property for safekeeping pursuant to this Rental Agreement.

10. NO LIABILITY OF SHORTY'S

a) The Renter hereby acknowledges and agrees that the Renter has inspected and accepts the Unit at the Renter's own risk and peril; that Shorty's does not represent or guarantee the safety or security of the Unit or the Premises or any Property stored therein; and that this Rental Agreement does not create any contractual duty for Shorty's to create or maintain such safety or security.

b) Neither Shorty's nor its representatives, affiliates, servants, employees, officers, directors, invitees, licensees, agents or any other form who Shorty's may at law be responsible (collectively,

"Shorty's Agents") shall be liable for any loss, injury, damage derived from any cause, including the negligent or deliberate acts or omissions of Shorty's or Shorty's Agents, to persons using the Units, the Premises or to vehicles or their contents or any other property therein or thereon, or for any damage to property entrusted to Shorty's or Shorty's Agents, or for the loss of any property by theft or otherwise, and all Property located, kept or stored in the Unit or about the Premises shall be so located, kept or stored at the sole risk of the Renter.

c) Shorty's and the Renter further specifically acknowledge and agree that Shorty's and Shorty's Agents shall not be subject to any duty or liability under and are hereby expressly exempt from the Occupiers Liability Act, R.S.A. 2000 or similar legislation as may be in force from time to time.

d) Neither Shorty's nor Shorty's Agents shall be liable for any injury or damage to persons or property resulting from faulty materials or workmanship or any other defect in the Unit or Premises, or fire, explosion, steam, electricity, water, rain, snow, dampness; the acts or omissions of others, criminal or otherwise; or from any other cause whatsoever, whether such injury or damage resulted or did not result from the negligent or deliberate acts or omissions of Shorty's or Shorty's Agents. Without limitation, Shorty's and Shorty's Agents shall not be liable for any loss or damage caused by acts or omissions of other renters or occupants of units on the Premises, their employees or agents, or of any other persons; or for damage caused by the construction of any public or quasi-public works; and in no event shall Shorty's be liable for any consequential or indirect damages suffered by the Renter.

e) Shorty's will not knowingly release any Property to any other person/corporation that those listed on the Rental Agreement; however, access to the Premises and Unit implies that any Renter of a Unit or owner of the Property can remove their Property at their discretion. Shorty's will not be liable whatsoever for the removal of the Property from the Unit and/or the Premises.

f) The Renter shall be legally responsible for any damage, loss or injury case by any person brought onto the Premises by the Renter, visiting the Unit with the Renter's permission, or otherwise given access to the Premises by the Renter.

11. ENVIRONMENTAL MATTERS

The Renter bears responsibility for disposal of liquids, solid, and hazardous waste discharged by the Renter and/or anyone for whom the Renter is responsible in law in accordance with all applicable laws. Any environmental contamination of the Unit or the Premises occurring during the term of this Rental Agreement as a result of the Renter's use or occupation of the Unit will be remedied immediately at the sole cost and expense of the Renter. Where the Renter fails to remedy any such contamination immediately when requested by Shorty's, Shorty's may, but shall not be obligated to, carry out or engage the services of a third party to carry out the necessary remediation all at the sole cost and expense of the Renter. Such costs and expenses shall be charged to the Renter as Other Charges and shall be immediately due and payable by the Renter.

12. RISK OF LOSS

The Renter acknowledges and agrees that the Unit and the Premises are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable items, and that ALL PROPERTY STORED BY THE RENTER IS SO STORED AT THE SOLE AND ABSOLUTE RISK OF THE RENTER.

13. INDEMNITY

The Renter shall indemnify and save Shorty's and Shorty's Agents harmless against all liability, claims, damages or expenses due or arising out of any act or neglect by the Renter or the Renter's representatives, affiliates, servants, employees, agents, invitees or licensees or any other for whom the Renter may at law be responsible (collectively, "Renter's Agents") on and about the Premises and/or the Unit or due to or arising out of any breach by the Renter of any provision of the Rental Agreement, including liability for injury or damages to the persons or property of Renter's Agents on and about the Premises and/or the Unit.

If Shorty's and/or Shorty's Agents shall, without fault on its part, be made party to any litigation commenced by or against the Renter, the Renter shall protect, indemnify and hold Shorty's and/or Shorty's Agents harmless and shall pay all costs, expenses and legal fees (on a solicitor and his own client basis) incurred or paid by Shorty's and/or Shorty's Agents in connection with such litigation.

14. INSURANCE AND RELEASE OF CLAIMS

ALL PROPERTY IS STORED BY THE RENTER AT THE RENTER'S SOLE RISK. THE PURCHASE AND MAINTENANCE OF A POLICY OF INSURANCE COVERAGE FOR THE STORED PROPERTY IS THE RENTER'S SOLE RESPONSIBILITY. The Renter shall obtain insurance covering damage by fire, extended coverage perils, vandalism, burglary and all other risks of any nature for the full value of Renter's property as it deems desirable. The Renter understands that Shorty's will not insure the Renter's Property whatsoever. To the extent the Renter does not obtain insurance coverage for the full value of the Renter's Property stored in or about the Unit and/or Premises, the Renter agrees he/ she/it assume all risk of loss. Shorty's and Shorty's Agents will not be responsible for, and the Renter hereby releases Shorty's and Shorty's Agents from any responsibility for, any loss, liability, claim, expense, damage to property or injury to persons (collectively, "Loss") that has occurred or might occur on or in connection with the Unit, including without limitation any Loss arising from the active or passive acts, omission or negligence of Shorty's or Shorty's Agents (the "Released Claims"). The Renter waives any rights of recovery against Shorty's or Shorty's Agents for the Released Claims, and the Renter expressly agrees that the carrier of any insurance obtained by the Renter shall not be subrogated to any claim of the Renter against Shorty's or Shorty's Agents.

The provisions of this section will not limit the rights of Shorty's and Shorty's Agents under section 13 above.

15. INCIDENTS OF COLLISION, ACCIDENT AND DAMAGE

In the event the Renter is involved in a collision, accident or other incident which results in contact with the property of another renter, occupants, visitors, or otherwise on the Premises or a Unit or other structure(s) located on the Premises, regardless of whether damage was incurred or not, the Renter shall report such incident to Shorty's representative immediately, or if immediate reporting is not reasonably possible, then at the earliest reasonable opportunity.

THE RENTER SHALL TAKE ALL REASONABLE STEPS TO TAKE PHOTOGRAPHS OF THE POINT(S) OF CONTACT AND ANY DAMAGE SUSTAINED IMMEDIATELY AFTER THE INCIDENT AND TO PROVIDE SAME TO SHORTY'S. THE RENTER SHALL ALSO MAKE SUCH REPORTS TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITY AND INSURANCE AGENCY AS REQUIRED, AND SHALL MAKE ALL EFFORT TO CONTACT THE OWNER OF THE PROPERTY AND/OR RV INVOLVED IN THE INCIDENT OF COLLISION, ACCIDENT, DAMAGE OR OTHERWISE IMMEDIATELY, AND TO LEAVE CONTACT DETAILS (INCLUDING FULL NAME, RESIDENTIAL ADDRESS, TELEPHONE NUMBER, DATE OF BIRTH AND DRIVER'S LICENSE NUMBER) AND DETAILS AS TO THE DATE OF THE INCIDENT IN A CONSPICUOUS LOCATION FOR THE OWNER OF THE PROPERTY AND/OR RV THAT WAS CONTACTED.

Shorty's shall have no obligation to provide information, monitor or become involved whatsoever upon the occurrence of an incident as described under this section. It shall be the sole obligation of the Renter and any other parties involved to resolve any matters arising from an incident referred to hereunder.

16. RIGHT TO ENTER, INSPECT AND REPAIR UNIT

Shorty's, Shorty's Agents and/or the representatives of any governmental authority, including without limitation police and fire officials, shall be granted access to the Unit upon three (3) days' prior written notice to the Renter or without notice in the event of an actual or apprehended emergency. In the event the Renter does not grant access to the Unit as required or in the event of an actual or apprehended emergency or upon default of any of the Renter's obligations under this Rental Agreement, Shorty's, Shorty's Agents and/or the representatives of any governmental authority shall have the right to remove the Renter's lock and enter the Unit to examine the Unit or its contents, repair or alter the Unit, or take any action necessary to preserve the Unit; or to comply with applicable law including any applicable local, provincial or federal law or regulation governing hazardous or toxic substances, material or waste; or enforce any of Shorty's rights. In the event of any damage or injury to the Unit or the Premises arising from the negligent or deliberate acts or omissions of the Renter or for which the Renter is otherwise responsible, all expenses reasonably incurred by Shorty's to repair or restore the Unit and/or Premises including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, provincial or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Renter as Other Charges and shall be due upon demand by Shorty's. The provisions of this section shall survive the expiry or termination of this Rental Agreement.

17. RIGHT TO RELOCATE UNIT

Shorty's shall have the right to (i) relocate the Unit to an area of comparable size; or (ii) terminate the Renter's right to use the Unit, in either case, on seven (7) day's prior written notice.

18. RULES, REGULATIONS AND AMENDMENTS

The rules, regulations and amendments posted in a conspicuous place at the Premises from time to time are made a part of this Rental Agreement, and the Renter shall comply with all such rules, regulations and amendments. Shorty's shall from time to time have the right to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises and the Units or for the preservation of good order. Upon the posting of any amendments and additional rules and regulations in a conspicuous place at the Premises, such amendments, additional rules and regulations shall become a part of this Rental Agreement.

19. CONDITION OF UNIT

Throughout the term of this Rental Agreement, the Renter shall keep the Unit, and Premises in direct proximity to the Unit, in good repair and in safe condition, and upon termination of this Rental Agreement, the Renter shall remove all of the Renter's Property from the Unit and Premises and immediately deliver possession of the Unit to Shorty's in the same condition as delivered to the Renter on the commencement date of this Rental Agreement, with exceptions for reasonable wear and tear.

20. RELEASE OF THE RENTERS INFORMATION

The Renter hereby authorizes Shorty's to release any information regarding the Renter and the Renter's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

21. NOTICES

All notices, demands, requests or other instruments which may or are required to be given under this Rental Agreement will be in writing and deemed to have been received five (5) Business Days after the post-marked date thereof if sent by registered mail, the next Business Day following transmission if sent by fax, or at the time of delivery if hand delivered (including pre-paid courier), and will be addressed as follows:

If to Shorty's:

Shorty's Storage Inc.

201, 1703 - 10 Avenue SW

Calgary, Alberta T3C 0K1

Email: storage@shortysstorage.com

If to the Renter, such notices will be delivered to the address provided by the Renter.

For the purposes of the foregoing a "Business Day" means any day on which commercial banks are open for business in Calgary, Alberta, but does not in any event include a Saturday, Sunday or a statutory holiday.

In the event either party shall change its respective mailing address or telephone number from the address or telephone number provided herein, such party shall provide the other party written notice of any such change within ten (10) days of the change. The notice required by this section shall include the Renter's most current mailing address and/or telephone number.

22. ASSIGNMENT AND SUBLETTING

The Renter shall not assign this Rental Agreement in whole or in part, nor sublet all or any part of the Unit, nor permit any other person, firm or corporation to use or occupy the Unit without the prior written consent of Shorty's, which consent may be withheld or conditioned at the sole and absolute discretion of Shorty's.

23. GOVERNING LAW

This Rental Agreement shall be construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

24. PARTIES

All rights and liabilities granted to, or imposed upon the respective parties hereto, extend and bind the successors and assigns of Shorty's and the heirs, executors, administrators and permitted successors and permitted assigns of the Renter, as the case may be. If there is more than one Renter, they are all bound jointly and severally by the terms, covenants and conditions of this Rental Agreement. No rights, however, shall enure to the benefit of any assignee of the Renter unless the assignment to such assignee has been approved by Shorty's in writing pursuant to this Rental Agreement.

25. SEVERABILITY

Should any part of this Rental Agreement be declared or held to be invalid for any reason, such invalidity shall not affect the validity of the remainder of this Rental Agreement which shall continue in full force and effect and be constructed as if this Rental Agreement does not contain the invalid provision.

26. WAIVER

Failure by Shorty's to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of any amounts hereunder by Shorty's shall not be deemed to be a waiver of any preceding breach by the Renter, as the case may be, of any term, covenant or condition of the Rental Agreement, other than the failure of the Renter to pay the particular amount so accepted, regardless of Shorty's or the Renter's knowledge of such preceding breach at the time of acceptance or payment, as the case may be, of such rent. No covenant, term or condition of this Rental Agreement shall be deemed to have been waived by Shorty's unless such waiver be in writing by Shorty's.

27. NO REGISTRATION

The Renter shall not register this Rental Agreement or any notice of it against the lands or any part thereof comprising the Premises.

28. INDEPENDENT LEGAL ADVICE

The Renter represents and declares that he/she/it has personally or through their duly authorized representatives read this Agreement and has, prior to the execution hereof, had the opportunity to receive independent legal advice.