

## **SCHEDULE “ A ”**

### **TERMS AND CONDITIONS**

**Payments**-the user agrees to make payments without receiving invoices, statements, demand or prior notices. All payments are to be paid in advance and in an amount equal to or greater than that indicated by the payment schedule. The use agreement automatically renews for a further month period unless the user has complied with the termination procedures. The owner at its sole discretion has the right to adjust the rates with respect to any renewal hereof without the user's consent or prior notices. Any user will be denied access to the premises if their space payments are not received on or before the user's due date. In the event that a payment is not made on or before the user's due date, or in the event of a dishonoured bank cheque from the user to the owner, the user agrees to pay liquidated damages for the said late payment and for the said dishonoured bank cheque as well as all related administrative charges and/or costs as additional fees.

**Termination**-either the owner or the user may terminate this agreement by giving a minimum of fourteen (14) days written notice. Upon termination, the user agrees to provide the owner with a forwarding address and to completely vacate the space, leaving it in good and clean condition, and allow the owner to inspect the space to verify its final condition and content. Failure to comply with the foregoing entitles the owner at its sole discretion to clean up and/or repair the space and charge to the user's account any amount necessary to compensate the owner for the fee's and/or charges unpaid as well as cleaning and repair costs. Notice of the owner's intention to terminate shall be by prepaid registered mail to the most recent address provided by the user.

**Use (signs, alterations, fixtures)**-the user shall use the space only for the storage of property or chattels and for no other purpose. The user acknowledges its responsibility for keeping the said space in a good state of preservation and cleanliness during this agreement. The user shall not store any animals/reptiles or improperly packaged food or perishable goods, flammable material, explosives or other inherently dangerous material or any goods, of which the storage is contrary to the municipal by-laws of nova scotia or the laws of canada. The user shall not disturb the quiet enjoyment of any other user of the premises of which the space is part of which would violate any law. The user specifically understands that the user agreement does not create a bailment of deposit of goods for safekeeping. The space is provided with one light bulb for the sole purpose of lighting the space and any other use of the electrical outlet is strictly prohibited. The space is designed for heated or unheated storage, unless specifically requested, rates quoted will be for unheated storage spaces only. The user shall make no alterations or improvements to the space without the prior written consent of the owner. Signs, spikes, hooks, nails, screws, or knobs shall not be put into the walls.

**Abandonment**-if the user has left termination notice, the user agrees that the owner may assume that the user has abandoned the space and any property or chattels located therein on the said day of termination and the owner may deem the space abandoned and the use agreement terminated. Notwithstanding anything previously stated, should the owner otherwise reasonably determine that the user has abandoned the space, then at the owner's option the space may be deemed abandoned, the use agreement terminated and any property or chattels left on or about the premises sold, destroyed or disposed of at the owners option. The user expressly waives the benefit of any present or future act or regulation of the province of nova scotia or of canada or any municipal by-law limiting the right of the owner to deal with the property left upon or about the premises or space as hereinbefore and hereinafter provided.

Should the user be in default, due and unpaid for 45 consecutive days, the user agrees that a company representative may cut the lock and enter the user's storage unit so as to inventory and assess the value of the goods therein without affecting the owner's right to recover charges hereunder. In the event that the account remains outstanding for 90 consecutive days the owner may opt to sell the contents of the user's unit via public auction. If such property or chattels are sold the liability of the owner to the user shall be limited to the remainder, if any, of the proceeds of the sale of goods after the deduction of rent and all other costs incurred by the owner carrying out the said sale for a period limited to (90) days following such sale. Charges to the user will include outstanding rent, insurance, late fees, the cost of serving notices, advertising and any additional expenses incurred in preparing for the sale up until the time full payment is made to the owner by the user.

**Bankruptcy**-if the user makes an assignment for the benefit of creditors, becomes insolvent or bankrupt or shall become subject to any enactment relating to liquidation, winding up or seizure of property then this use agreement shall cease and an amount equivalent to the outstanding rental and any liquidation charges shall be immediately due and payable.

**Inspection and relocation**-without prior notice to the user the owner may forcibly or otherwise enter the space for the purpose of inspection whenever the owner believes that the space has been abandoned or that a hazardous condition and/or nuisance has been created or is occurring in the space or for making repairs to the interior of the door or unit. The owner reserves the right to relocate the user to any space of comparable size without expense to the user.

**Maintenance**-the user shall not place or allow to be deposited in the driveways or anywhere else on the owner's property, waste paper, garbage, refuse or anything that shall tend to make the premises unclean or untidy. The user must observe strict care not to allow doors to be left open so as to admit rain, snow, rodents, etc.

**Notices**-except as otherwise provided in the use agreement, all notices or demands may be personally served or may be served by registered mail, addressed to the most recent address provided by the user. Service of a notice or demand shall be deemed to be complete on the day it is delivered personally or, if mailed, on the third business day following the date of registration. Notices to the owner shall be addressed to the premises.

**Amendments**-the owner, in its judgement, reserves the right to establish, waive, amend or cancel the terms and conditions and is not liable to the users for breach thereof. If any provision of the user agreement shall be deemed invalid under any application of law, such provisions shall be ineffective only to the extent that such prohibition does not invalidate the remaining provision of use agreement.