



Village of McBride
RV Storage Agreement

CUSTOMER INFORMATION

NAME ("RENTER") _____ HOME PHONE _____
ADDRESS _____ CELL PHONE _____
CITY, PROVINCE _____ E-MAIL _____
POSTAL CODE _____ DRIVER'S LICENSE _____

The Renter shall pay the Monthly Rental Amount due in respect of each monthly term on or before the monthly term's due date. A late charge of \$10 per day up to the full monthly rental rate will be assessed if any Goods or Recreational Vehicles ("RV") are left in the Space(s) after the Rental Agreement term expires.

THE RENTER IS AWARE THAT THE VILLAGE OF MCBRIDE DOES NOT INSURE AND WILL ACCEPT NO LIABILITY FOR LOSS OR DAMAGE TO THE RENTER'S GOODS OR RVS. THE VILLAGE OF MCBRIDE REQUIRES THAT THE RENTER OBTAIN INSURANCE COVERAGE FOR ALL GOODS OR RVS TO BE STORED IN THE SPACE. A COPY OF THIS INSURANCE MUST BE PROVIDED AT THE TIME OF RENTING.

Renter signature that above statement has been read and understood and that the attached Terms of Agreement have also been read and understood.

Date: _____ Signature: _____

RENTAL INFORMATION

MAKE/MODEL OF VEHICLE/TRAILER _____

LICENCE PLATE # _____ INSURANCE EXPIRY DATE: _____

TOTAL "MONTHLY RENTAL AMOUNT" is thirty-five dollars (\$35.00) including GST

PAYMENT INFORMATION

- 1) Payments will be due monthly at the anniversary day of the start of the contract ("Due Date").
- 2) There will be NO REFUNDS issued should the Renter terminate this Rental Agreement prior to the Due Date.

PAYMENT METHOD:

DEBIT CARD CHEQUE CASH (circle one) RENTER'S INITIALS _____

AUTHORIZED ACCESS

The following people are authorized by the renter to have access to the premises along with the use of the renter's goods or RVs. The renter accepts full responsibility for any person that they grant access to the renters goods or rv.

NAME _____ NAME _____

NAME _____ NAME _____

Office use only:
Rental start date: _____ Payment Due Dates: _____ Staff Initial: _____

TERMS OF AGREEMENT

1. USE OF STORAGE SPACE

The Space ("**Space**") assigned to the Renter shall be used by the Renter for storing the Renter's recreational vehicle ("**RV**") in accordance with the Renter's Obligations. The Renter shall not at any time use the Space as a Mobile Home/Camp Site.

Renter Privileges

a) The Renter shall have access to his or her RV during weekdays Monday through Friday, 8:00 AM to 3:00 PM 5 days a week (Monday through Friday), as long as their account is in good standing.

Renter Obligations

a) The Renter shall pay the total Monthly Rental Amount and all other charges ("Other Charges") when the same become due. Other Charges will include, but are not limited to, NSF charges, third party repair or contracting bills, maintenance costs, or any other expense incurred pursuant to the terms described in this Rental Agreement.

b) The Renter shall not interfere in any significant way with the rights of the Village of McBride or 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 Space or premises without exception. Damage caused by the Renter will be repaired by a third party contractor at the Village of McBride's discretion. Any such repairs will be billed to the Renter as Other Charges.

f) The Renter shall at all times during the term of this Rental Agreement (the "**Storage Term**"), at its sole cost, keep and maintain in a clean and tidy manner and in good order the whole of the Space.

g) The Renter shall at the expiration of the Storage Term, deliver vacant possession of the Space to the Village of McBride in a clean and tidy condition .

h) The Renter shall not keep, use or store in or upon the Space any firearms, explosives, toxic chemicals, 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 vehicle or trailer which are allowed.

i) The Renter shall not allow his or her RV to extend outside of the area designated as his or her Space.

j) The Renter represents and warrants that he or she is in lawful possession of all goods stored in or on the Space. The Renter AGREES TO ADVISE THE VILLAGE OF MCBRIDE 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 GOODS STORED IN OR ON THE SPACE. The Village of McBride may require the Renter to advise, in writing, of the name of any person authorized by the Renter to have access to the Space. The Renter shall be legally responsible for any damage, loss or injury caused by any person brought onto the premises by the Renter, or visiting the Space with the Renter's permission. Access to the site implies that any owner wishing can remove their RV at their discretion.

2. SALE OF RENTER'S GOODS/RV IN THE EVENT OF DEFAULT

If the Village of McBride has not received payment of the Rental Amount, or any other charges ("**Other Charges**") that may become due pursuant to this Rental Agreement, on or before the Due Date, then the Renter will be considered to be in default until such time as the Village of McBride has received payment of all outstanding Rental Amounts and/or Other Charges.

When the Renter is in default, the Village of McBride may place a second padlock on the RV and the Renter shall not be entitled access to his or her RV and the RV will not be moved off the Space until the Renter is no longer in default. Under no circumstances may the Renter remove any goods from the RV or move the RV from its Space while the Renter is in Default.

The Renter agrees that if the Renter is in default, the Village of McBride may sell the goods or RV in the Space according to the procedure for sale of goods subject to a lien set out in the *Warehouse Lien Act*

[RSBC 1996] Section 2 provided that the Village of McBride reasonably believes that the public auction sale of the goods in the Space would not exceed the costs associated with such sale, the Village of McBride may sell or otherwise dispose of the goods in any manner it sees fit.

3. ENVIRONMENTAL MATTERS

Any environmental contamination of the Space occurring during the Storage Term as a result of the Renter's use of the Space will be remedied at the sole cost and expense of the Renter.

4. RELEASE AND INDEMNIFICATION OF THE VILLAGE OF MCBRIDE

All property kept or stored in the Space shall be so kept or stored at the risk of the Renter. The Renter releases the Village of McBride from every claim it has or might have in connection with anything that has occurred or might occur on or in connection with the Space. The Renter shall also indemnify the Village of McBride and save it harmless from any and all loss (including loss of fee and other amounts payable by the Renter pursuant to this Rental Agreement) claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Rental Agreement, or any occurrence in, upon or at the Space, or the occupancy or use by the Renter of the Space or any part thereof, whether or not the Village of McBride its agents, servants, employees or other persons for whom it may be in law responsible, are negligent. If the Village of McBride 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 the Village of McBride harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Village of McBride in connection with such litigation.

The Village of McBride in this Paragraph 4 means the party of the first part of this Rental Agreement, and includes the owners of (i) the freehold, and (ii) the owners, if any, of the leasehold title of the lands within and comprising the Storage Centre, as well as all of their respective officers, directors, employees, agents and contractors.

5. ASSIGNMENT OR SUBLETTING

The Renter shall not assign this Rental Agreement in whole or in part, nor sublet all or any part of the Space, not permit any other person, firm or corporation to use or occupy the Space without the prior written consent of the Village of McBride, which consent may be arbitrarily or unreasonably withheld.

6. RULES AND REGULATIONS

The Village of McBride may make, from time to time, rules and regulations with respect to the Space and the Renter shall comply with and observe them if it receives notice of them, or ought reasonably to be aware of them.

7. 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:

The Village of McBride
PO Box 519
McBride BC V0J 2E0