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**BLUE SKY STORAGE INC.
PORTABLE STORAGE CONTAINER
RENTAL AGREEMENT: TERMS AND CONDITIONS
Version 1.3
February 22, 2019**

1. REGISTRATION PROCESS AND NATURE OF AGREEMENT

- A. The Terms and Conditions contained herein form part of the rental agreement (the "Rental Agreement") between Blue Sky and the customer identified during the Registration Process (the "Customer").
- B. The Parties hereby agree that Blue Sky rents to the Customer and the Customer rents from Blue Sky the portable storage container(s) (individually and collectively referred to herein as the "Unit") as selected by the Customer either through Blue Sky's website and/or through telephone interactions with Blue Sky staff (the "Registration Process").
- C. 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, additional equipment rentals, purchases, transportation and delivery of the Unit, other rental equipment or purchased products, insurance coverage, and all other associated activities (the "Goods and Services").

2. RENTAL PERIOD AND RENEWAL

- A. The Rental Agreement is effective upon the completion of the Registration Process.
- B. The Rental Period commences on the first day that Blue Sky delivers the Unit to the Address (the "Commencement Date") and ends on one of the following dates (the "Termination Date"):
 - 1. on the twenty-eighth (28th) day after the Commencement Date, subject to the Customer's non-renewal notice requirements under this Rental Agreement;
 - 2. on the date specified by the Customer during the Registration Process, provided that that date is not less than twenty-eight (28) days from the Commencement Date;
 - 3. if neither paragraphs (1) nor (2) above apply, the Rental Period shall automatically renew for subsequent twenty-eight (28) day periods ("Renewal Periods"), and the Rental Period shall not end until either party delivers notice of non-renewal 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.
- C. Notice of non-renewal may be issued by either party no later than fourteen (14) days prior to the end of the then current Rental Period. The Customer's failure to provide sufficient notice of non-renewal will result in fees charged to the Customer's account equivalent to one twenty-eight (28) day rental period.



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3. STORAGE ARRANGEMENT AND ACCESS TO STORED PROPERTY

- A. During the Registration Process, the Customer shall designate one or more of the following arrangements for placement of the Unit.
 - 1. The Unit will be delivered by Blue Sky to a location of the Customer's choosing as defined during the Registration Process (hereinafter the "Address"), where it will remain for the duration of the Rental Period. When the Customer is ready and has emptied and cleaned the Unit of all content and debris as required herein, the Unit will be retrieved by Blue Sky and returned to Blue Sky's facility; OR
 - 2. The Unit will be delivered to the Address by Blue Sky, where the Customer can fill the Unit at the Customer's own pace. Upon receiving instructions from the Customer, Blue Sky will retrieve the Unit and transport it to Blue Sky's facility where it will be stored for the remainder of the Rental Period. Storage conditions including indoor/conditioned and outdoor/unconditioned are determined during the Registration Process. Once instructed by the Customer, Blue Sky will transport the Unit back to the Address to be emptied of its contents and cleaned by the Customer before removing the Unit from the Customer's premises.
- B. Throughout the course of the Rental Agreement, the Customer may contact Blue Sky to request a change in the storage arrangement, including:
 - 1. a relocation of the Unit from one Address to another or a relocation to and from Blue Sky's facility (a "Relocation"), while maintaining the terms and conditions of the Rental Agreement following such Relocation. Relocations are subject to fees as outlined below; and/or
 - 2. to request access to the Unit while it remains stored at Blue Sky's facility. Access to the Unit at Blue Sky's facility is granted at the exterior of the facility only and is subject to additional fees determined by the amount of time required for access.

4. DELIVERY ADDRESS AND SITE CONDITIONS

- A. During the Registration Process, the Customer must ensure that the municipal address to where the Unit shall be delivered (the "Address") is correct, complete, and accurate. In addition to providing the Address, the Customer should provide as much detail as possible regarding the proposed location, orientation and position for 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.). The Unit Placement and Clearance Requirements (the "Placement Guidelines") below are provided to the Customer for information and guidance. The Customer hereby expressly acknowledges receipt of the Placement Guidelines and confirms that the Customer has reviewed same.
- B. 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 or cannot be located, the Customer shall nonetheless be required to pay the transportation fees associated with that attempted delivery, plus any additional delivery fees for delivering the Unit to the correct address.
- C. 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



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PRIOR TO 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.

- D. 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.

5. UNIT PLACEMENT 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. While Blue Sky's equipment provides for excellent maneuverability, 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:
 - Width: ten (10) feet minimum.
 - Length: twenty (20) feet minimum, to accommodate a 16-foot container, plus doors and walking space. Please note that more space may be required for sloped conditions.
 - Height: ten (10) feet minimum where conditions are sloped, and nine (9) feet minimum for even grades.
 - Blue Sky does not deliver to underground locations.
- 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.

6. 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 GEOGRAPHIC 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



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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 UPON FORTY-EIGHT (48) HOURS' WRITTEN NOTICE TO THE CUSTOMER, 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, TRANSPORTATION 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.

7. FEES

All fees payable to Blue Sky under the Rental Agreement are subject to 13% H.S.T.

Rental Fees

- A. Blue Sky will charge a monthly rental fee for the Customer's use of the Unit, as specified during the Registration Process. Blue Sky reserves the right to increase rental fees at its sole discretion upon providing twenty-eight (28) days' notice to the Customer. All terms and conditions of this Rental Agreement shall remain in effect regardless of any such increase.

Transportation Fees

- B. Blue Sky will charge a fee for any and all transportation of the Unit. Actual fees are based on distance from the Blue Sky facility to the address(es) – please refer to the Blue Sky website or a Blue Sky Staff member for current rates. Transportation fees are applied for transport of a Unit only, with the exception of relocations, overweight units, inaccessible site conditions and/or incorrect address(es) provided by the customer, as detailed below. For greater clarity:

Storage arrangements at the Customer site (see 3.A.1 above) require two (2) trips per Unit: one (1) to deliver the empty Unit, and one (1) to retrieve the empty Unit upon termination of the Agreement

Storage arrangements at the Blue Sky facility (see 3.A.2 above) require four (4) trips per Unit: one (1) to deliver the empty Unit, one (1) to pick up the loaded unit, one (1) to deliver the loaded Unit, and one (1) to retrieve the empty Unit upon termination of the Agreement

Relocations of Units from one address to another (where neither is the Blue Sky facility) are charged a fee for the Blue Sky truck's trip to the pickup location, and from the pickup to the drop-off location.

A transportation fee is applied when Blue Sky is called to pick up a Unit that exceeds the maximum weight limit and must make a separate trip to retrieve the Unit after the weight has been reduced by the Customer (see Packing, Loading, Securing and Weight Restrictions below);

A transportation fee is applied when Blue Sky attempts a Unit delivery, retrieval or relocation where site conditions are deemed to be unsafe or the Unit inaccessible.

A transportation fee is applied when Blue Sky attempts a delivery at an address provided by the Client that is incorrect.



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The Customer acknowledges receipt of, and shall review prior to loading any contents into the Unit, the Packing, Loading, Securing and Weight Restrictions section below.

- C. Actual transportation fees are indicated during the Registration Process. Fees are defined according to zones, which are determined by distance from Blue Sky's facility where the Unit originates. Additional fees may apply for delivery during non-business hours or for special Unit placement requests (e.g. side or rear yards). Fuel surcharges may also apply. 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.
- D. If the Customer requests a relocation of the Unit from one Address to another Address that is not Blue Sky's facility, transportation fees are applied based on the distance from the first site to the second. Upon contract termination, fees to retrieve the Unit from the second location will be determined based on the distance from that location to the Blue Sky facility.
- E. 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 twenty-eight (28) days' 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 transportation costs may apply in cases where such relocation results in a greater distance round-trip for returning the Unit to the Address at the end of the Rental Period.

Payment Method and Installments

- F. A valid credit card must be provided during the Registration Process. Accepted forms of payment are Visa, Mastercard, AMEX, and Discover Card. It is the Customer's responsibility to ensure that (a) the credit card has sufficient funds, and (b) a valid and sufficiently funded card remains on file with Blue Sky throughout the duration of the Rental Period.
- G. All fees due and payable under this Rental Agreement shall be charged to the credit card provided by the Customer (including but not limited to the Unit's rental fees, additional equipment rental fees (one-time or continuous), purchase prices, transportation fees, and upgraded insurance premiums).
- H. The first installment of fees will be charged on the Commencement Date upon completion of the Registration Process, in advance of the delivery of the Unit. This first installment will include the first month's rent for the Unit and, where applicable, the first month's optional upgraded insurance premiums, the first month's rent for ongoing equipment rentals and/or one-time equipment rental fees, additional purchases of supplies and/or merchandise, and all round-trip transportation fees projected for the duration of the Rental Agreement. For greater clarity, *if the Unit is being stored at Blue Sky's facility, the Customer will be charged on the first instalment for the transportation fees associated with the future return of the Unit to the Address for unloading by the Customer at the end of the Rental Period.*
- I. Subsequent recurring monthly installments (including but not limited to Unit rent, monthly equipment rentals fees, and upgraded insurance premiums) will automatically be charged to the credit card on file on the twenty-eighth (28th) day anniversary of the Commencement Date.

Insufficient Funds and Late Fees

- J. It is the Customer's responsibility to ensure the credit card on file with Blue Sky is valid and has sufficient credit to fund all charges associated with the Customer's account. An administrative fee of \$75.00 per instance will apply to any charges made by Blue Sky under this Rental Agreement that are rejected due to insufficient credit or any other cause, including but not limited to over limit, incorrect expiry date, or cancelled or suspended credit card account.



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- K. In addition to non-sufficient fund 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. If rental fees remain unpaid for a period of twenty-eight (28) days after the due date, an additional late fee of \$100.00 will be applied to the Customer account, and Blue Sky reserves the right to retrieve the Unit (if located at the Address), return it to Blue Sky's facility, and restrict Customer access to the Unit until payment is received in full. After sixty (60) days of delinquency, the Unit will be assessed for public auction of its contents without notice to the Customer.
- L. 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.

Refunds

- M. The Customer shall only be entitled to refunds of rental fees, transportation fees, and insurance upgrade fees (if applicable), until the earlier of: (a) forty-eight (48) hours from the completion of the Registration Process, or (b) forty-eight (48) hours prior to the date and time that the Unit is delivered by Blue Sky, as scheduled during the Registration Process. Thereafter, the Customer shall not be entitled to a refund of any portion of rental fees, transportation fees, or insurance premiums paid to Blue Sky under any circumstances, whether or not the Unit is used or continues to be used by the Customer, or whether the Customer elects to have the Unit picked up by Blue Sky prior to the end of the Rental Period.

8. PROHIBITED USES OF UNIT

General

- A. 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.

Compliance with Law

- B. 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



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and all damages suffered by Blue Sky as a result of Customer's violation of this provision, including by 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.

9. 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;
 - Locking the Unit;
 - 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 liability for the Customer's health and safety during the Customer's 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. 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. Blue Sky provides content insurance to cover damage to the Customer's property while it is being transported in the Unit by Blue Sky and while it is being stored at Blue Sky's facility ("Blue Sky Content Insurance"). The basic level of coverage insures the Customer for up to \$1,000.00 per Unit in damage to personal property stored in the Unit only ("Base Coverage"). The Customer



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can opt in to a monthly fee as detailed in the Registration Process to increase content insurance coverage to a maximum of \$10,000.00 per Unit per upgrade fee paid ("Upgraded Coverage").

- B. BLUE SKY CONTENT INSURANCE, WHETHER BASE COVERAGE OR UPGRADED COVERAGE, APPLIES ONLY TO UNITS ACTIVELY BEING TRANSPORTED BY BLUE SKY AND/OR UNITS BEING STORED AT BLUE SKY'S FACILITY. THE CUSTOMER IS RESPONSIBLE FOR PURCHASING ITS OWN PROPERTY AND CONTENT INSURANCE COVERAGE WHILE THE UNIT IS LOCATED AT THE ADDRESS. THE CUSTOMER IS ALSO RESPONSIBLE FOR PURCHASING TOP UP INSURANCE COVERAGE OVER AND ABOVE THE COVERAGE PROVIDED BY BLUE SKY IF THE PROPERTY STORED IN THE UNIT EXCEEDS THE MAXIMUM COVERAGE PROVIDED BY BLUE SKY.
- C. ALL PROPERTY STORED BY THE CUSTOMER IS STORED AT CUSTOMER'S SOLE RISK AND RESPONSIBILITY.
- D. The Customer may obtain insurance from any insurance provider of Customer's choice for the property stored in the Unit. The Customer acknowledges and agrees that it has been provided the option to purchase additional content insurance coverage of up to \$10,000.00 from Blue Sky for Units stored at Blue Sky's facility and that are actively being transported by Blue Sky. In the event the Customer does not obtain insurance coverage for the full value of the Customer's property stored in the Unit, the Customer will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism, vermin, water, dampness, mould, mildew, etc. 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 EXCEEDING THE VALUE OF THE CONTENT INSURANCE COVERAGE PROVIDED BY BLUE SKY TO CUSTOMER UNDER THIS RENTAL AGREEMENT, 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.

12. ADDITIONAL TERMS AND CONDITIONS

Hours of Operation

- A. Blue Sky customer service offices are open from Monday to Friday, from 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Blue Sky field operations (i.e. deliveries, retrievals, relocations, etc.) are typically conducted from Tuesday to Saturday, between 10:00 a.m. and 8:00 p.m. Eastern Standard Time. Customers who want to obtain field service outside of these hours should contact Blue Sky to make a request.

Alterations and Modifications

- B. 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.



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Limitation of Liability

- C. 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.

Indemnification

- D. 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.

No warranties by Blue Sky

- E. 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.

Remedies for Breach

- F. Subject to the terms and conditions under subsections VII(J), (K) and (L) hereof, if the Customer defaults in the performance of any of its other obligations hereunder, 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.

Release of Customer Information

- G. 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.

Unit Access by Blue Sky

- H. 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 remediations 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



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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.

Notices

- I. 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

Blue Sky's Lien

- J. 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.

Termination by Customer

- K. Customer may terminate this Rental Agreement upon providing Blue Sky with written notice at least fourteen (14) days prior to the end of the Rental Period. The Customer hereby acknowledges that the minimum Rental Period for the Unit is twenty-eight (28) calendar days (i.e. four (4) weeks) and that, subject to subsection VII(M) hereof, 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.

Termination by Blue Sky

- L. Subject to Blue Sky's rights under subsection 12(F) herein, Blue Sky may terminate this Rental Agreement for any reason upon providing the Customer with written notice at least fourteen (14) days prior to the end of the then current Rental Period. Notice of such cancellation may be delivered by hand, e-mail, fax or registered mail to the Customer at the Address, email address or other contact information provided by the Customer during the Registration Process. The termination of the Agreement by Blue



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Sky will not affect Blue Sky's right to pursue any remedy available to it under this Rental Agreement or otherwise available to Blue Sky under law.

Condition of Unit and Rental Equipment at Termination

- M. The Customer shall remove all of the Customer's 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.
- N. 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.

Local Ordinances and Regulations

- O. 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 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.

Change of Address and Phone Numbers

- P. The Customer shall advise Blue Sky of any change of address and/or contact information as provided during the Registration Process within five (5) days 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.

Assignment

- Q. 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.

Time and Succession

- R. 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.



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Governing Law and Severability

- S. 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.

Entire Agreement

- T. 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.