

VEHICLE STORAGE AGREEMENT

THIS VEHICLE STORAGE AGREEMENT (the “**Agreement**”) made as of the ____ day of _____, 20__ (the “**Effective Date**”)

BETWEEN:

(the “**Operator**”)

AND:

(the “**Occupant**”)

BACKGROUND:

- A. The Occupant wishes to obtain a license from the Operator to use the space located at _____ (the “**Space**”), as more particularly identified on the plan attached as **Schedule “A”**, to store certain vehicle(s) and personal property, and the Operator has agreed to permit the storage of the Occupant’s vehicle(s) and personal property at the Space on the terms and conditions contained in this Agreement.

IN CONSIDERATION of the mutual covenants and the agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** The Operator hereby licenses the Space to the Occupant for its use during the Term as defined in this Agreement and subject to all of the terms and conditions contained in this Agreement (the “**License**”).
2. **Term.** The term of the License shall commence on _____, 20__, and end on _____, 20__ (the “**Term**”).
3. **Storage Fees.** The Occupant shall pay the Operator a storage fee for the use of the Space in the amount of \$_____ per month plus 5% GST and additional fees, payable in accordance with the terms and conditions listed in the attached **Schedule “C”** (collectively, the “**Storage Fees**”).
4. **Performance Fee.** The Occupant shall pay a performance fee (the “**Performance Fee**”) in the amount of \$_____ upon the execution of this Agreement to be held by the Operator, without interest, as security for the Occupant’s performance of its obligations herein. If the Occupant defaults in payment of any amounts due to the Operator under this Agreement or otherwise breaches its obligations, representations, warranties or covenants under this Agreement, the Operator may, at its option, apply any or all of the Performance Fee in payment of all or any payments then in arrears or any costs incurred by the Operator to remedy the default, in which case the Occupant shall restore the Performance Fee to its original amount on demand by the Operator. At the end of the Term, the Operator may in its sole discretion elect to apply the Performance Fee to any outstanding amounts owed by the Occupant to the

Operator, including the final month's Storage Fees, or return the Performance Fee to the Occupant.

5. **Permitted Vehicles.** The Occupant acknowledges and agrees that it shall only store the following vehicle(s) and/or trailers at the Space (collectively, the "**Vehicles**"):

	MAKE / MODEL / YEAR/ VIN	LICENSE PLATE NUMBER
(1)		
(2)		

and such Vehicles, together with any other goods and personal property stored within the vehicles, are hereinafter referred to as the "**Stored Goods**".

6. **Use of Space.** The Occupant shall use the Space for the sole purpose of storing the Stored Goods. Without limiting the foregoing, the Occupant shall not use the Space as a residential dwelling, place of business, or for any other purpose other than for the storage of the Stored Goods as permitted under this Agreement.
7. **Vehicle Insurance.** The Occupant shall ensure that all Vehicles stored at the Space are properly licensed, insured, and fully operational and shall promptly provide proof of vehicle license and insurance to the Operator upon the Operator's request.
8. **Condition of Space.** The Occupant acknowledges and agrees that the Space is being provided to the Occupant on an "as is, where is" basis and that the Operator has no obligation whatsoever to maintain, repair or improve the Space in any way. Occupant accepts the Space as being suitable for the storage of Occupant's Stored Goods in all respects.
9. **Facilities.** The Occupant acknowledges and agrees that no electricity or other utilities will be made available at the Space for the Occupant's use, other than expressly listed below:

10. **Occupant's Obligations.** Without limiting any other obligations of the Occupant contained in this Agreement, the Occupant covenants and agrees to:
- (a) comply at all times with all applicable federal, provincial, and municipal laws, regulations, bylaws, and ordinances, including but not limited to all provincial and federal health orders (collectively, the "**Laws**") during its use of the Space and storage of the Stored Goods;
 - (b) maintain in such form and in such amounts as may be acceptable to the Operator from time to time:
 - (i) comprehensive general liability insurance, covering the Operator, as an additional insured, with a limit of not less than \$1,000,000 (or such other amount as the Operator may require from time to time) per occurrence for bodily injury and property damage, including loss of use, with respect to liability arising out of the use of the Space by the Occupant;

- (ii) "all risks" property insurance in an amount adequate to cover the full replacement cost of all of the Occupant's personal property stored in the Stored Goods or on the Space in the event of loss;
- (iii) comprehensive automobile liability insurance coverage with limits of not less than \$3,000,000.00 combined single limit coverage against bodily injury liability and property damage liability arising out of the use by or on behalf of Occupants, its agents, guests, and invitees, in connection with the storage of Vehicles or use of the Space; and
- (iv) such other insurance or coverages as Operator reasonably requires.

[Note – Delete Before Finalizing Template: Prior to using this Template, confirm with your insurance agents whether the above coverages are satisfactory for your purposes, and revise in accordance with their tailored advice for your circumstances.]

- (c) unhook all propane or other fuel tanks from the Vehicles prior to being stored at the Space;
- (d) remove all gas or other fuel cans from the Vehicles prior to being stored at the Space;
- (e) empty any holding tanks or other sewage or waste product containers on board the Vehicles prior to being stored at the Space;
- (f) not permit any animals, livestock, perishable goods, hazardous substances (as defined as such under any Laws), illegal substances (including, without limitation, any illegal drugs, drug paraphernalia, firearms or other weapons, and contraband), or any stolen property or other personal property which do not belong to the Occupant to be stored in any Vehicles on the Space;
- (g) not to permit any items of unique or sentimental value to be stored in the Space, and in any case waive and hold the Operator harmless for any claims for emotional or sentimental value of such property;
- (h) not permit any person(s) to use or visit the Space when the Occupant is not present at the Space absent the prior written approval of the Operator;
- (i) not make any permanent additions, improvements, or changes to the Space or any Space facilities;
- (j) not to perform any repair, maintenance, or other work on the Vehicles while it is located on the Space without the Operator's prior written consent;
- (k) not render the Stored Goods incapable of removal from the Space under its own power, or otherwise disable or render incapable of removal from the Space by ordinary means;
- (l) keep the Vehicles in good working condition, repairing any broken windows, flat tires, or other unsightly or major damage immediately, and in no event later than 7 days after receiving written notice from the Operator of any issue with the condition of the Stored Goods;
- (m) not do, permit to be done, or fail to do anything that may void the Operator's insurance or increase the Operator's insurance premiums; and

- (n) comply with and observe any and all rules and regulations that the Operator may adopt from time to time, including but not limited to the rules and regulations attached in **Schedule "B"** to this Agreement (the "**Rules**"), and ensure that its guests, invitees, and visitors to the Space are informed of and comply with the Rules.

11. **Access; Denial of Access.** In the Operator's sole discretion, the Occupant's access to the Space may be conditioned in any manner deemed reasonably necessary by the Operator to maintain order and protect security on the Space. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of the Occupant's identity, and requiring the Occupant to sign in and out upon entering and leaving the Space. The Occupant further acknowledges that when Storage Fees and other charges, of any nature, are past due, the Operator may deny the Occupant access to the Space until the Storage Fees and other charges in arrears, if any, are paid in full. Without limiting the foregoing, the Operator shall have the right in its sole discretion, from time to time, to:

- (a) access the Space and common areas for the maintenance, operations, servicing, development and security purposes;
- (b) close the Space or restrict the periods of access to the Space by the Occupant;
- (c) change the visiting hours of the Space;
- (d) make alterations, additions, or modifications to the Space;
- (e) require the Occupant to relocate to a different location;
- (f) amend the Rules from time to time and provide the Occupant of such change in writing;
or
- (g) revoke the License and terminate this Agreement at any time by providing the Occupant with 30 days advanced notice and providing the Occupant with a pro-rated refund for any Storage Fees paid in advanced by the Occupant;

and in any such case, the Operator shall not be liable for any loss, damages, compensation, costs, or other expenses of the Occupant as a result of or arising from such action except as expressly stated in this Agreement.

12. **Inspection.** The Operator may notify the Occupant whenever Operator believes that any hazardous conditions or nuisance has been created, or is occurring in or from the Stored Goods, or in any situation constituting an emergency, or for inspections by governmental authorities. In the event Operator notifies or any inspection discloses any condition in violation of any portion of this Agreement or any Laws, the Occupant shall be responsible to remedy the condition within 24 hours of the Operator providing notice. In the alternative, the Operator may immediately take action to remedy such condition, without notice to Occupant, and at Occupant's sole expense, including without limitation removing the Stored Goods from the Space.

13. **Security of Stored Goods.**

- (a) Occupant agrees to be solely responsible for securing access to the Stored Goods by means which the Occupant, in the Occupant's sole discretion, deems adequate secure access to the Stored Goods. In the event the Stored Goods becomes insecure for any reason, the Operator may, but is not obligated to, take whatever measures the Operator deems reasonable to re-secure the Stored Goods, with or without notice to the Occupant, in Operator's sole discretion. The fact that Operator may take or has

taken measures to re-secure access to the Occupant's Stored Property shall not alter the limitations on the Operator's liability set forth elsewhere in this Agreement, nor shall such measures be deemed a conversion of the Occupant's Stored Goods. The Occupant shall also be solely responsible for any access to the Stored Goods by others, by use of any Occupant's keys, or other ordinary means of authorization. This responsibility of Occupant applies to any person holding ignition keys or other ordinary means of effectuating the removal of the Stored Goods from the Space.

- (b) Under no circumstances shall the Operator be responsible for any claim relating to the operation or removal of the Stored Goods from the Space by any person or entity shown as an additional owner or a lienholder on the documents of registration or title to the Stored Goods. The Occupant hereby irrevocably appoints all such other owners or lienholders as may appear on the documents of registration or title as the Occupant's agents for all purposes in connection with the operation or removal of the Stored Goods on or off the Space.

- 14. **Security of the Space.** For the convenience and benefit of the Occupant, the Operator may from time to time provide some security measures which may include video monitoring, fencing, and/or secured access to the Space. The Operator shall not be required to maintain the operation of any of these conveniences or security measures, all of which are expressly not material to this Agreement, nor to the Occupant's ongoing obligation to pay Storage Fees. The Occupant hereby waives and indemnifies the Operator, in addition to any other indemnification provisions contained herein, from any claims or responsibility for any failure, removal or deactivation of any such security measure, whether or not such security measure was represented, advertised or promoted to the Occupant or any other party either prior to, at a time of or subsequent to the date of this Agreement.
- 15. **Operator not Responsible for Property Loss or Damage.** The Occupant agrees that the storage of the Stored Goods and use of the Space and common areas of the Operator is solely at the risk of the Occupant and their guests, invitees, and visitors.

The Operator will not be responsible in any way for (1) any injury to any person, (2) any loss or damage to any Stored Goods or property belonging to the Occupant or to their respective invitees and agents, (3) any loss of or damage to any such property or Stored Goods by any cause, including without limitation by theft or breakage, or by fire, steam, water, rain or snow which may leak into, issue or flow from any part of the Space or from any other place, or (4) for any loss of or damage caused by or attributable anything done or omitted to be done by the Operator or any other occupant of the Space.

Without limiting the foregoing, in no event shall the Operator or any of its representatives be liable under this Agreement to the Occupant or any third party for any consequential, indirect, incidental, exemplary, special, or punitive damages whatsoever, including any damages for death, personal injury, property damage, business interruption, loss of use, data, revenue or profit, cost of capital, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability, or otherwise, regardless of whether such damages were foreseeable and whether or not the Operator was advised of the possibility of such damages

- 16. **Waiver.**

The Occupant, for themselves, their heirs, executors, administrators, successors and assigns, hereby releases, waives and forever discharges the Operator, its agents, servants, successors, employees, volunteers and assigns from any and all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or in equity, in respect of death,

injury, loss, damage, or expense however so arising or to arise by reason of the use of the Space, by the Occupant or otherwise, whether prior to, during, or subsequent to the Term of this Agreement (including, without limitation, any claims relating to environmental damages to the Space or any enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in the Vehicles or on the Space) and notwithstanding that the same may have been contributed to or occasioned by the actions or omissions of any of the aforesaid

17. **Indemnification.** The Occupant shall indemnify and save harmless the Operator, its agents, servants, successors, employees, volunteers and assigns from and against any and all actions, causes of action, suits, damages, losses, costs, fees (including legal fees and disbursements on a solicitor and own client basis), expenses, charges, claims and demands of any nature whatsoever, other than those caused by the Operator's gross negligence or wilful misconduct, relating to or arising out of the use and/or occupation of the Site by the Occupant, the Occupant's invitees, guests and/or visitors.
18. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, in no event shall the Operator's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total amount paid by the Occupant to the Operator under this Agreement.
19. **Default.** In the event that the Occupant fails to remit any payments required to be made to the Operator hereunder or otherwise defaults in the performance of its obligations under this Agreement (including, without limitation, the failure by the Occupant or its guests, invitees, or visitors to comply with the Rules), the Operator may, at its sole and absolute discretion:
 - (a) immediately terminate this Agreement and the License granted hereunder and repossess the Space;
 - (b) sue for any overdue payments or damages arising out of breach of this Agreement together with interest, costs on a solicitor and client basis together with any other costs of any nature or kind whatsoever which may be incurred in repossessing the Space and collecting overdue payments or damages owing to the Operator under this Agreement; and
 - (c) seek any other remedies available at law, in equity, by statute, or otherwise, including, without limitation, making a claim of lien on the Stored Goods pursuant to Section 23;

and if this Agreement is terminated pursuant to Section 19(a), the Occupant shall not be entitled to any refund of the Storage Fees paid to the Operator, regardless of the date that the termination notice is given.

20. **Termination.** At the end of the Term or upon earlier termination of the License as permitted under this Agreement, the Occupant must peaceably deliver full and vacant possession of the Space to the Operator, and at the Occupant's sole expense, remove any and all of the Occupant's Stored Goods from the Space within 5 days of termination. Any property remaining on the Space beyond this period shall be conclusively presumed and deemed to have been abandoned by the Occupant and may be disposed of in any manner the Operator deems fit, at the Occupant's sole expense. In the event of a termination of this Agreement, all rights and obligations of the parties shall terminate unless otherwise provided herein, and neither party shall have any further obligation or liability hereunder to the other party, except as provided herein or for those liabilities incurred prior to, or upon, termination, and any other rights, obligations, or liabilities that, by their nature, are intended to survive termination of this Agreement.

21. **Renewal.** Renewal, extension or amendment of the Term requires the prior written consent of the Operator, and such consent is within the sole and absolute discretion of the Operator. The Occupant acknowledges and agrees that there is no assurance or guarantee that the Term will be renewed, extended or otherwise amended.
22. **License Only.** The parties acknowledge and agree that the License granted under this Agreement is a temporary contractual License only and does not confer any interest in land to the Occupant. This Agreement is not to be construed as a tenancy agreement, and the Space is not to be construed as a rental unit, residential property, manufactured home site, or manufactured home park as these terms are defined under Section 1 of the *Residential Tenancy Act* (British Columbia) and Section 1 of the *Manufactured Home Park Tenancy Act* (British Columbia) as applicable and as either of them may be amended from time to time. Neither this Agreement nor any document referenced hereunder may be recorded or registered in any Land Title Office.
23. **Notice of Lien.** Pursuant to the *Warehouse Lien Act* (British Columbia), as amended from time to time, the Stored Goods are subject to a claim of lien. The Stored Goods, and all other personal property stored pursuant to this Agreement, may be sold or otherwise disposed of if the Occupant fails to fully pay the Storage Fees and any other charges for a period of 60 consecutive days. The lien attaches as of the date the Stored Goods are brought to the Space for storage and shall continue until any default is cured or a sale of the Stored Goods is held. The lien shall be upon the Stored Goods and all other personal property stored under this Agreement, for all amounts due hereunder, including, but not limited to (i) Storage Fees (ii) late fees, (iii) returned cheque charges, (iv), any other charges, present or future, in relation to the Stored Goods and for expenses necessary for its preservation, and (v) expenses incurred in the sale or other disposition of the Stored Goods, including any legal fees on a solicitor and client basis.

[Note – Delete Before Finalizing Template: We strongly encourage you to seek independent legal advice before attempting to exercise any seizure and sale rights under this Agreement. The presence of this language does not absolve you from your legal obligations in relation to any seizure and sale of personal property. Failure to properly satisfy your legal obligations with respect to the seizure and sale of personal property could expose you to legal liability.]
24. **Use of Personal Information.** The Occupant agrees that the Operator may collect, use and disclose the Occupant's personal information contained in this Agreement when reasonably necessary to fulfill the purposes of this Agreement and to communicate with the Occupant. The Operator shall only use or disclose the Occupant's personal information contained in this Agreement with the Occupant's consent, or as permitted by the *Personal Information Protection Act*, S.B.C. 2003, c. 63 as amended from time to time.
25. **Time.** Time is of the essence in this Agreement.
26. **Governing Law.** All matters arising out of or relating to this Agreement governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.
27. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

- 28. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 29. **Waiver.** No waiver by the Operator of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Operator. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement by the Operator will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder by the Operator preclude the exercise of any other right, remedy, power or privilege by the Operator.
- 30. **Schedules.** Any and all schedules to this Agreement are an integral part of this Agreement and shall be construed as forming a part of the body hereof.
- 31. **Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 32. **Assignment.** The Occupant may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Operator, which consent may be withheld in the Operator's sole and unlimited discretion.
- 33. **Further Assurances.** Each of the parties will at all times and from time to time and upon the reasonable request of the other do, execute and deliver all further acts, assurances and documents for the purpose of giving full force and effect to the terms and conditions of this Agreement.
- 34. **Notices.** All notices and communications given under this Agreement shall be in writing and are deemed to have been given (a) when delivered by hand; (b) when delivered to the addressee if sent by courier; (c) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the 5th day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such Notice must be sent to the respective parties at the following addresses (or at such other address that may be designated by the receiving party from time to time in accordance with this Section):

(a) In the case of notice to the Occupant:

Address: _____

Telephone Number (Personal): _____

Telephone Number (Business): _____

E-mail address: _____

(b) In the case of notice to the Operator:

Address: _____

Telephone Number: _____

E-mail address: _____

- 35. **Warranty of Information.** The Occupant hereby warrants that any and all information provided herein is true and accurate and further agrees that any information, in the sole discretion of the Operator, that reasonably evidences otherwise, shall constitute a breach of this Agreement.
- 36. **Translation.** If the Occupant requires this Agreement to be translated into another language for the Occupant to fully understand it, it is the Occupant's responsibility to have this Agreement translated for them by a translator of their choice, and the Occupant further agrees that they will assume any risk of an incorrect translation of this Agreement.
- 37. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

Name: _____
(the "OCCUPANT")

Signature

(the "OPERATOR")

Per:

Authorized Signatory

***Disclaimer – Delete Before Finalizing Template:** This Agreement is for the exclusive use of members of the British Columbia Lodging and Campgrounds Association ("BCLCA"). The BCLCA makes no representations or warranties regarding the use of this Agreement and encourages members to obtain independent legal advice regarding whether this Agreement satisfies their own personal or business needs.*

SCHEDULE "A"

[Attach plan or site map of Space]

SCHEDULE "B"

[Attach Rules]

SCHEDULE "C"

[Attach Details of Payment Procedures for Storage Fee and Any Other Fee Schedules]