

TERMS AND CONDITIONS

These Terms and Conditions (the “**Agreement**”) set out the agreement between you (the “**Owner**”) and ParkStor Ltd. (“**ParkStor**”).

1. **Definitions.** In this Agreement: “business day” means those posted days and times of business; “**Fees**” mean all amounts required to be paid by the Owner to ParkStor pursuant to this Agreement; and “**Item**” means that boat, personal watercraft, RV, trailer, or other vehicle or item indicated at the start of this Agreement, or, if more than one Item is indicated, then all such Items, collectively.

2. **Reservations.** Reservations for storage are subject to availability and may only be made up to 28 days in advance. Reservations made within 24 hours of when storage is requested do not require pre-payment or a deposit. Reservations made more than 24 hours in advance of requested storage date require payment of a full 28-Day Storage Period for the season and type of storage requested. This amount will not be refunded and is payment for holding the reservation. All reservations will expire at the earlier of: i) the first day storage is requested in the reservation; or ii) 28 days following the date of reservation.

3. **Storage.** Subject to this Agreement, ParkStor will provide the storage service for the Item for that period of time set out in the beginning of this Agreement.

4. **Measurement of the Item.** ParkStor reserves the right to measure the Item for accurate billing purposes and the Owner will be bound by any resulting changes to the storage rates retroactive to the start of this Agreement.

5. **No In-and-Out Privileges.** Unless a Valet Service is selected, ParkStor does not offer in-and-out privileges with its storage and reserves the right to disallow the Owner from removing the Item from ParkStor until the end of the season or 28-day billing cycle, as applicable. If ParkStor permits an Item to be removed early, additional charges may apply.

6. **Valet.** If a valet service is selected hereunder, ParkStor agrees, in accordance with this Section, to do as follows: i) Upon two (2) full business days’ notice by the Owner, remove the Item from storage and place the Item in the ParkStor valet lot for pick-up by the Owner; and ii) Upon the Owner returning the Item to the valet lot and notifying ParkStor of same, to return the Item to storage within one (1) business day of the Item’s drop-off by the Owner in the valet lot. ParkStor reserves the right to refuse Valet Service if weather conditions, or other conditions beyond the control of ParkStor, prevent the Item from being removed from storage or replaced in storage in a safe manner, in the reasonable discretion of ParkStor, and ParkStor will have no liability to the Owner for same. If the Owner selects valet service hereunder, the Owner will be provided with a confidential and private gate access code to access the valet lot. The Owner will keep the gate access code confidential at all times and will be liable to ParkStor for any damages, losses, claims, or expenses resulting from the Owner’s breach of this Section.

7. **Payment Schedule - Winter Seasonal Storage.** Winter seasonal storage rates will be billed, due and payable as set out in the beginning of this Agreement (if applicable). Once selected, the entire winter seasonal storage rate will be billed, due and payable in accordance with that schedule set out in the beginning of this Agreement, regardless of whether the Owner terminates this Agreement early. If the Owner opts to pay the Winter Seasonal Storage fee over six (6) months, the Owner must provide ParkStor with a credit card for automatic monthly billing.

8. **Payment Schedule – 28-Day Storage Periods.** If storage is requested for more than one 28-Day Storage Period, the fees for the first 28-Day Storage Period will be billed, due and payable prior to the Item being placed in storage. Subsequent payments owing will be billed, due and payable on 28-day billing cycles. **Use of storage for a partial 28-day storage period will incur a full 28-day storage period charge, without proration.** If the Owner requests storage for more than one 28-Day Storage Period will be required to provide ParkStor with a credit card for automatic 28-day billing.

9. **Overholding.** Summer storage customers who leave an Item at ParkStor after October 1, or winter storage customers who leave an Item at ParkStor after May 15, without having contracted for further storage will be charged the subsequent season’s **28-day storage period rate for such overholding until the Item is removed.**

10. **Late Payments.** The Owner will pay to ParkStor the amount of fifty dollars (\$50.00) for any cheque that is returned to ParkStor for insufficient funds or otherwise as unpaid. If the Owner does not pay any amount owed under this Agreement on or by the deadline for such payment, the Owner will pay an administrative fee equal to two percent (2%) (of such payment amount) per month, until such amounts are paid in full.

11. **Change to Terms and Conditions.** ParkStor may, at any time, amend any term of this Agreement. No such amendment will be binding until ParkStor provides written notice (the “**Notice of Change**”) of same to the Owner. Upon receiving the Notice of Change, the Owner will have two (2) business days to notify ParkStor, in writing, that the Owner wishes to terminate this Agreement. If the Owner: i) does not notify ParkStor that the Owner is terminating this Agreement, the Owner will be deemed to irrevocably accept and agree to the change or amendment; or ii) does notify ParkStor that the Owner is terminating this Agreement, then this Agreement will be deemed terminated, and the Owner will be entitled to only a refund (without interest) of those Fees paid by the Owner and attributable to the remainder of the applicable storage term.

12. **Termination – For Cause.** ParkStor may terminate this Agreement, without liability, upon: i) a breach by the Owner of any term or condition of this Agreement; ii) the failure of the Owner to pay any Fee to ParkStor within the timeline required; iii) the abandonment of the Item by the Owner; iv) the full or partial destruction of ParkStor by fire, storm or other force majeure, and, in the case of subsections (i) to (iii), ParkStor will be under no obligation to refund to the Owner any portion of the Fees paid by the Owner to ParkStor. In the case of subsection (iv), ParkStor’s liability will be limited to refunding that portion of the Fees paid by the Owner attributable to the remainder of the Term.

13. **Termination – Without Cause.** ParkStor may terminate this Agreement, for any reason whatsoever, at any time, upon providing fifteen (15) days prior written notice to the Owner of same. ParkStor’s liability will be limited to refunding to the Owner of that portion of fees attributable to the remainder of the Term.

14. **Removal and Storage of Item.** Without limiting the generality of Section 8, if the Owner does not remove the Item from storage before or by 5:00 p.m. (EST) on the Last Possible Date of Departure, as indicated at the beginning of this Agreement (the “**Removal Deadline**”), without prior approval of ParkStor for same, then ParkStor may, but is not obligated to, remove the Item to another storage site without liability to the Owner, which storage is not required to be of the same type contracted for by the Owner hereunder, and the Owner will be responsible and liable to ParkStor for all storage fees payable for

each day the Owner has failed to remove the Item in accordance with this Section, in addition to reasonable expenses incurred by ParkStor in moving the Item, and any other Owner-property.

15. Insurance. **The Owner represents and warrants that he/she holds and carries insurance on the Item customarily held by a prudent owner for such Item and will provide a certificate of insurance for the Item at the request of ParkStor.**

16. Keys. The Owner will deliver to ParkStor one complete set of keys for the Item and grants ParkStor a right of access to the Item at all times while the Item is subject to this Agreement.

17. No Liability of ParkStor. THE OWNER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PARKSTOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE ITEM, OR ANY PERSONAL BELONGINGS OR FUEL LEFT IN THE ITEM, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM THEFT, CRIMINAL ACT, FIRE, STRIKE, RIOTS, ACTS OF GOD (WHICH INCLUDE ALL WEATHER AND THE ELEMENTS), UNLESS AND EXCEPT THE DAMAGE IS A DIRECT RESULT OF THE GROSS NEGLIGENCE OF PARKSTOR.

18. Liability of Owner; Indemnification. The Owner will indemnify and hold ParkStor harmless from all losses, damages, liabilities, and expenses which may arise, or be claimed against, ParkStor as a result of: i) the storage by ParkStor of the Item; ii) any damage or injury caused to property; iii) any damage or injury, including death, caused to any person (excluding ParkStor employees or agents) who enters in or upon ParkStor property at the request of, or in connection with, the Owner or the Item; iv) any omission, negligence or wilful misconduct of the Owner, or a guest or invitee of the Owner; iv) any activity, work, or other things done, permitted or suffered by the Owner in or about ParkStor, whether or not ParkStor has consented to same. The Owner agrees that, in the event of loss or damage to the Item while the Item is in storage, the Owner will look solely to the Owner's insurance for such Item to cover such loss or damage and waives any right of recovery against ParkStor for such loss or damage.

19. NO LIABILITY OF PARKSTOR. PARKSTOR, ITS AFFILIATES, RELATED COMPANIES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS (REFERRED TO AS THE "PARKSTOR INDEMNITEES") WILL NOT BE RESPONSIBLE, OR HAVE ANY LIABILITY WHATSOEVER, FOR ANY LOSS, DAMAGE OR INJURY (INCLUDING LOSS OF LIFE) TO PERSON OR PROPERTY: I) OCCURRING ON OR AT PARKSTOR'S PROPERTY; II) ASSOCIATED WITH THE ITEM OR OTHER OWNER-PROPERTY WITHIN, ATTACHED, NEAR, OR ON THE ITEM; OR III) RESULTING FROM A LOSS DUE TO FIRE, THEFT, VANDALISM, COLLISION, EQUIPMENT FAILURE, WINDSTORM, RAIN, TORNADO OR ANY OTHER CASUALTY LOSS, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF ANY PARKSTOR INDEMNITEE. THE OWNER AGREES TO LOOK SOLELY TO THE OWNER'S INSURANCE FOR COMPENSATION FOR ALL SUCH LOSSES AND WILL HAVE NO CLAIM AGAINST THE PARKSTOR INDEMNITEES FOR SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OWNER AGREES THAT PARKSTOR IS USED BY THE OWNER IS ENTIRELY AT THE RISK OF THE OWNER.

20. Limitation of Liability of ParkStor. In no event will ParkStor be liable for any consequential or indirect damages. **WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING,**

PARKSTOR'S AGGREGATE LIABILITY TO THE OWNER UNDER THIS AGREEMENT, IF ANY, WILL BE THE AMOUNT OF FEES ACTUALLY PAID BY THE OWNER TO PARKSTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS LEADING UP TO THE CAUSE OF THE CLAIM.

21. Absence of Security. This Agreement contains no provision or obligation for the providing of on-site security, guard service or surveillance.

22. Emergency. In the event of an emergency or threat to safety or security, as reasonably perceived by ParkStor, ParkStor has the right, but is not obligated, to attempt appropriate measures to mitigate damages to the Item, at the cost and risk of the Owner.

23. Lien. ParkStor will have a lien against the Item, its contents, trailer, and equipment pursuant to the *Repair and Storage Liens Act*, R.S.O. 1990 c.R.25 (the "**RLSA**") for all unpaid sums due under this Agreement. ParkStor will be entitled to retain possession of the Item, its contents, trailer, and equipment, or any of them, until the Owner's account has been paid in full. ParkStor will be entitled to sell or otherwise dispose of the Item, its contents, trailer, and equipment in accordance with the RLSA for all amounts owing by the Owner to ParkStor.

24. Acceptance by Payment. Payment of the Fees for the storage services hereunder by the Owner to ParkStor constitutes agreement to, and acceptance of, this Agreement by the Owner, regardless of whether the Owner has signed and returned this Agreement to ParkStor.

25. General Provisions. This Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement is not assignable by the Owner without the prior written consent of ParkStor. ParkStor may assign this Agreement without the consent of the Owner. If any term or condition of this Agreement be held void or unenforceable, then that term or condition will be deemed narrowed or severed and the enforceability of the remainder of this Agreement will not be affected and will remain in full force and effect. This Agreement will enure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Owner. This Agreement represents the entire agreement between the Owner and ParkStor with respect to the subject matter hereof, and the Owner acknowledges and agrees that there is no representation, warranty, condition, or collateral agreement affecting this Agreement, other than as specifically set out in this Agreement. A waiver by ParkStor of any one or more of the terms and conditions contained in this Agreement will not be deemed a waiver of any of the other terms and conditions of this Agreement, or a continuing waiver.

26. Remedies Cumulative. All remedies of ParkStor set out in this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to ParkStor.

27. Reservation of Rights. ParkStor reserves all rights not otherwise specifically set out or dealt with in this Agreement