

This License of Use of Storage Unit Agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

\_\_\_\_\_  
(hereinafter called the "Unit Owner")

- and -

THE OWNERS: CONDOMINIUM PLAN NO. 022 2718  
(hereinafter called the "Corporation")

### **LICENSE OF USE OF STORAGE UNIT AGREEMENT**

WHEREAS the Unit Owner is the registered owner of Unit(s) in Condominium Plan No. 022 2718 (hereinafter called the "Unit");

AND WHEREAS the Corporation has the statutory authority and duty under the *Condominium Property Act*, R.S.A. 2000, c. C-22 (the "Act") to manage, repair and administer all of the common property of the Corporation;

AND WHEREAS the Unit Owner has requested the right to the exclusive use and occupancy of common property storage unit no. \_\_\_\_\_ (the "Storage Unit") located on the common property;

NOW THEREFORE in consideration of (\$ \_\_\_\_\_) (the "Storage Fee") per year payable as outlined in this agreement, the Unit Owner and the Corporation do hereby mutually covenant and agree that:

1. The Corporation hereby grants to the Unit Owner the right and license to use of the Storage Unit exclusive of all other unit owners (the "License"). The right to use hereunder shall be a license only, and shall not operate as a lease, easement or any other legal interest in the Corporation's land(s) or common property, but the Unit Owner's right to use hereunder shall be exclusive of all other owners of units within the Condominium Plan. The rights, obligations and license granted under this agreement extends to the occupants of the Unit if the Unit Owner is not the occupant of the Unit and the use of the Storage Unit by such persons shall not constitute a contravention of paragraph 12 herein.
2. The Term of the License shall be for a period of Twelve (12) months (the "Term"), commencing on the effective date hereof, however the Term shall forthwith be cancelled and terminated upon any of the following events occurring:
  - (a) The Unit Owner fails to make payment of the Storage Fee as and when the same is due and payable;
  - (b) The Unit Owner sells or otherwise transfers the Unit;
  - (c) The Unit Owner defaults under any of the terms of this License;
  - (d) The Unit Owner is in contravention of the By-laws of the Corporation;

December 6, 2011

- (e) The Unit Owner fails to make payment of their Unit's condo fees or other assessments as and when the same are due and payable; or
  - (f) The Board of Directors of the Corporation (the "Board"), in their sole and unfettered discretion, elects to terminate this License on 30 days written notice to the Unit Owner
3. The Unit Owner covenants and agrees to use the Storage Unit in conjunction with the use and occupancy of the Unit, or any part thereof, and observe and perform all of the requirements of the By-laws of the Corporation and rules and regulations of the Corporation in force from time to time.
  4. The Unit Owner covenants and agrees to keep and maintain the Storage Unit in good and substantial repair and condition and keep the Storage Unit free from obstruction and refuse of any kind. The Unit Owner further covenants that it shall not store any flammable or dangerous materials or other items that the Board may from time to time deem to be hazardous in the Storage Unit.
  5. The Unit Owner shall not, and shall not allow its agents, employees, customers, contractors and invitees, to:
    - (a) use those portions of the common property adjacent to the Storage Unit other than for access to and egress from the Storage Unit;
    - (b) interfere with any person's use or enjoyment of any other storage unit or parking stall located on the common property;
    - (c) store any flammable, dangerous or hazardous materials (as the Board may from time to time deem to be "flammable", "dangerous" or "hazardous") ("Prohibited Items") in the Storage Unit;
    - (d) make any alterations to the interior or exterior of the Storage Unit (including but not limited to the construction of shelves or cupboards) without prior written approval from the Board;
    - (e) damage or cause harm to the Storage Unit or any part of it in any way
  6. The Unit Owner agrees that the Corporation may at any time enter upon the Storage Unit to view the state of repair thereof and to ensure that prohibited materials are not being stored within the same. The Corporation shall also have a right of access to the Storage Unit to maintain, repair, remove or otherwise deal with Common Property.
  7. The Unit Owner agrees that if they are in breach of any term or covenant of this agreement, the Corporation may, but shall not be obliged to, rectify such breach by entering upon the Storage Unit, removing any Prohibited Items or alterations or taking such other action as may be required to rectify such breach. It is understood and agreed that any and all expenses incurred by the Corporation in so doing shall be payable by the Unit Owner to the Corporation forthwith on demand. Any such unpaid amount shall be a charge upon the Unit to the same extent as if such amount were a common expense assessment levied upon the Unit pursuant to the By-laws of the Corporation, and collectable pursuant to the terms of such By-laws.
  8. The Unit Owner accepts the Storage Unit on an "as is where is" basis.

9. The Unit Owner does hereby indemnify and save harmless the Corporation and the Board from and against any and all injuries, claims, damages, actions, costs and liability arising or which may arise as a result of the Unit Owner's, or the Unit Owner's agents', employees', customers', contractors' and invitees', negligence, use or misuse of the Storage Unit.
10. The Unit Owner assumes full responsibility for any risk of property damage to property stored in the Storage Unit whether such damage is caused by the negligence of the Corporation, its employees, agents, directors, board members and assigns or otherwise. The Unit Owner hereby releases, waives, discharges and covenants not to sue the Corporation, its employees, agents, directors, board members and assigns for any and all loss or damage and any claim or demand on account of property damage to property stored in the Storage Unit, whether caused by the negligence of the Corporation, its employees, agents, directors, board members and assigns or otherwise. Without limiting the generality of the forgoing, the Corporation will not be liable for any damage caused by water or other substances entering the Storage Unit at any time.
11. This agreement is not intended to and shall not create any interest in land, and the Unit Owner shall not cause or permit the registration of a caveat or other encumbrance on any part of the common property of the Corporation in respect of this License or any rights hereunder.
12. All notices, demands and requests hereunder may be given in the manner prescribed in the By-laws of the Corporation.
13. The Unit Owner shall not transfer, assign, sub-let, sub-license or encumber or purport to transfer, assign, sub-let, sub-license or encumber the Storage Unit, this License or the rights hereunder.
14. Upon the expiration of the Term of this agreement (or earlier termination in accordance with section 2 hereof), the Corporation may, but is not obligated to, enter into a further agreement or renewal for a further term. The Corporation, upon the expiration of the Term, or any renewal or extension thereof, shall have the exclusive right to adjust the Storage Fee.
15. The Storage Fee for the initial term shall be payable in one lump sum payment of (\$\_\_\_\_\_) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
16. This License shall enure to the benefit of and be binding upon the Corporation and its successors and permitted assigns.
17. This Agreement constitutes the entire agreement between the parties with respect to the matters herein and supersedes all prior agreements or understandings, whether written or oral.

DATED at the \_\_\_\_\_, in the Province of Alberta, on the date first above written.

Condominium Corporation No. 022 2718:

Per:

\_\_\_\_\_

Per:

\_\_\_\_\_

c/s

Unit Owner

\_\_\_\_\_