

BARN – INDOOR STORAGE 2024 / 2025

SCHEDULE “A”

BARN Location: 2738 14th Line, Innisfil (Gilford), Ontario, L0L 1O1

Landlord: BUGSY Developments Corporation, 201 County Court Blvd., Suite 600,
Brampton, Ont., L6W 4L2 Tel. 905-455-3344 ext. 202, Fax 905-453-9773,
email: ermidio@remleaders.com

Tenant(s)' Name: _____

Tel. No. _____ **email:** _____

Tenant's Address: _____

Item to be stored: _____ **Make:** _____

Model: _____ **ID/Lic. Plate or Serial No.:** _____

Insured by: _____ **Policy No.** _____

<u>Item</u>	<u>Check Mark</u>	<u>6 Months</u>	<u>On Trailers</u>	<u>6 Month Total</u>	<u>Check Mark</u>
Motorcycles		\$200	\$400	\$400	
Jet Skis		\$200	\$400	\$400	
Snow Mobile		\$200	\$400	\$400	
Cars / SUVs - All Sizes		\$600	\$0	\$600	

Boats on Trailers & Others - Length x Width x \$6.00 for 6 months

Price Per Square Foot (6 months): **\$6.00 (Actual Size of Boat or Motorhome)**

Length (feet): _____ **X Width** _____ **= Square Feet:** _____

Effective Date: _____ **Term – check one below:**

() six months () twelve months – deduct 10% () Other

Six Month Rent: \$ _____ **HST:** \$ _____ **Total:** \$ _____

THIS LEASE AGREEMENT MADE AS OF THE _____ DAY OF _____, 2024.
IN PURSUANCE OF THE SHORT FORM OF LEASES ACT.

BETWEEN:

BUGSY DEVELOPMENTS CORP.
(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

(hereinafter called the "Tenant")

OF THE SECOND PART

ARTICLE I – TENANT’S COVENANTS

Section 1.01 – Rent

The Tenant covenants with the Landlord to pay Rent in advance and for the term specified in "Schedule A" of this Agreement included herein as "page one", in the total amount of \$ _____, **inclusive of Harmonized Sales Tax.**

Section 1.02 – Repairs and Maintenance

All repairs and maintenance to the stored item(s) must be completed "outside of the barn" in designated area(s) as first approved by the Landlord.

Section 1.03 – Finance & Ownership

The Tenant undertakes to inform the Landlord forthwith of any transaction which may occur during the Term of this lease by which any change in the ownership or financing of the item(s) or property in storage.

Section 1.04 – Waste and Nuisance

The Tenant, while on the property or the Premises, covenants not to make any waste or cause or allow to be caused any damage, to the Premises, to the lands or to any additional items or equipment stored in the premises by other tenants.

Section 1.05 – Entry by Tenant

The Tenant acknowledges that access to the premises shall only be provided during daylight hours and under the direct supervision of the Landlord or its agents and upon at least 48 hours prior notice. The Tenant further acknowledges that he shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

Section 1.06 – Alternations to Exclusive Use Premises (stalls only)

The Tenant of any exclusive use portion of the Premises, covenants with the Landlord that the Tenant will not make or erect in or to the Premises any installations, alternations, additions or partitions, without first obtaining authorization from the Landlord.

Section 1.07 – Indemnity

The Tenant covenants with the Landlord to indemnify and save harmless the Landlord against and from any and all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss or damage to or destruction of stored items, the property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of stored items or property and expenses and costs suffered or incurred by the Landlord by reason of the act, omission, negligence or misconduct of the Tenant or any assignee. If the Landlord shall be made a party to any litigation commenced by or against the Tenant, the Tenant shall hold the Landlord harmless and shall pay all costs, expenses and legal fees incurred or paid by the landlord in connection with such litigation.

Section 1.08 – Subordination

This lease and all the rights of the Tenant hereunder are, and shall at all times, be subject and subordinate to any and all mortgages, trust deeds or the charge or lien resulting from any other method of financing or refinancing, or any other renewals or extensions thereof, now or hereafter in force against the Lands, Building and upon request of the Landlord, the Tenant will subordinate this lease in such form or forms as the Landlord may require.

Section 1.09 - Tenant's Insurance

Throughout the Term, the Tenant shall take out and maintain at his own expense, liability insurance of \$2,000,000.00 inclusive coverage in respect of injury or death of any person or persons or property damage due to or arising out of Tenant's use of the Premises.

Section 1.10 – Damage to Property

The Landlord shall not be liable or responsible in any way for any loss of or damage to any property/item belonging to the Tenant, while such property is stored in or upon the Premises or on the Lands.

The Landlord shall not be liable for any damage to any such item or property caused by water, rain or snow, which may leak or flow into the Premises.

ARTICLE II – LANDLORD'S COVENANTS

Section 2.01 – Repair

The Landlord covenants with the Tenant to make Structural Repairs and repairs necessitated by damage covered by insurance which the Landlord has maintained, unless such repairs are necessitated by the acts or omissions of the Tenant or its agents.

Section 2.02 – Care-taking of Common Driveways

The Landlord covenants with the Tenant to maintain all common driveways leading to the Premises, except the Landlord shall not be responsible for any act of omission for any negligence on the part of the person or persons employed to perform such work.

ARTICLE III – TENANT'S DEFAULT AND LANDLORD'S REMEDIES

Section 3.01 – Default of Tenant

If and whenever the Rent or any other payment as provided in this lease, shall not be paid within five (5) days after the day appointed for payment thereof, then and in each such case, it shall be lawful for the Landlord at any time thereafter to repossess the Tenant's property, until such default is rectified, which in no event shall be any later than thirty (30) days from the date of first default.

Section 3.02 – Interest on Overdue Payments

The Tenant shall pay to the Landlord interest at an annual rate of 24% on all overdue payments required to be made by the Tenant.

Section 3.03 – Distress

The Tenant waives and renounces the benefit of any present or future statute limiting the Landlord’s right of distress and agrees that notwithstanding any such statute none of the property belonging to the Tenant shall be exempt from levy by distress for rent in arrears.

Section 3.04 – Landlord’s Performance of Tenant’s Obligations

The Landlord may, but need not, remedy any default of the Tenant. Any costs incurred by the Landlord in performing any act, which the Tenant has failed to perform, shall be collectible from the Tenant as if it was Regular Rent.

Section 3.05 – Legal Costs

Any legal costs arising from a breach of any covenant by the Tenant shall be recoverable by the Landlord against the Tenant on a solicitor and client basis.

ARTICLE IV – NOTICES

Section 4.0 – Notice

Any notice or request herein provided for, if given by the Landlord to the Tenant shall be sufficiently given if mailed by prepaid registered post addressed to the Tenant at the Tenant’s address or by email or facsimile transmission. Any notice or request herein provided for or given by the Tenant to the Landlord shall be sufficiently given if mailed by prepaid registered mail addressed to the Landlord or emailed to the address provided herein. Any notice or request shall be conclusively deemed to have been given on the second business day following the day on which it was so mailed or on the date of delivery, as the case may be.

This Agreement signed and accepted by the parties hereto on this _____ day of _____, 2024.

TENANT’S SIGNATURE - PERSONALLY:

Signature: _____

BUGSY DEVELOPMENTS CORPORATION

Signature: _____