

U CAN STORE AND MOVE AGREEMENT

"U Can Store and Move" agrees to provide for the exclusive use of the customer, herein referred to as "Customer" named below, a self-contained portable container designed for the storage and/or transportation of commercial, household goods and personal effects only. U Can Store and Move will make the selection of the container at any time prior to its delivery to the place of loading. This Agreement covers only the provision of the container for the Customer's use. This agreement does not constitute a lease nor does it convey any interest in the container other than a license to use, subject to the conditions on the reverse.

Customer: _____
 Delivery Date: _____
 Delivery Address: _____
 Container No.: _____

Order No.: _____
 Pick-up Date: _____
 Pick-up Address: _____

The term of the agreement may be extended/renewed by the mutual agreement of U Can Store and Move and Customer provided that notice of intention to extend/renew is given to U Can Store and Move prior to the expiry of the term and provided that the agreement is not in default and arrangements satisfactory to U Can Store and Move are made for any additional payments for the extension/renewal term.

PAYMENTS Please check preference of U Can container usage: Daily Weekly Monthly

Daily, Weekly or Monthly payment: \$ _____
 Additional fees/charges per invoice \$ _____
 Pick-up \$ _____
 Delivery \$ _____
 Packing Materials \$ _____

Equipment Rental \$ _____
 Other \$ _____
 Other \$ _____
 Taxes \$ _____
TOTAL CHARGES \$ _____

IMPORTANT NOTICES		
LOSS OR DAMAGE TO U CAN OR YOUR CONTENTS:	RESTRICTIONS ON USE OF U CAN	FEES AND CHARGES
<ul style="list-style-type: none"> Any property stored in the U Can Store and Move container ("U Can") by you is NOT insured by us for any loss, damage or injury. All risk of storage in the U Can is yours. Providing adequate insurance for contents of the U Can is your sole duty and responsibility. We do not offer insurance to protect against the loss of your property. If we incur any loss from your use of the U Can, you will be required to defend, indemnify and hold us harmless. You are solely responsible for any and all damage to the U Can that occurs while it is at your location. Please refer to Exceptions From Liability/Valuation (ON THE REVERSE SIDE OF THIS FORM) <p style="text-align: right;">Init. <input type="checkbox"/></p>	<ul style="list-style-type: none"> Do not make any alterations, or do any cutting, drilling, painting or marking on any interior or exterior surface of the U Can. Do not store any collectibles, heirlooms, legal documents, jewelry, works of art or any property having special or sentimental value to you in the U Can. Food, perishables, alcoholic beverages, any living creature or organism, dead animal or other carcass, wet or moldy property, or corrosive, toxic, hazardous or chemical materials of any kind may not be stored in the U Can. Do not use, store or transport any gasoline, oil, fuel, grease, paint, turpentine, or other highly combustible materials, explosives, fireworks, ammunition, controlled substances, volatile, flammable or hazardous substances in or around the U Can. Occupancy of the U Can for dwelling purposes or residential purposes is prohibited. The U Can is not climate controlled. <p style="text-align: right;">Init. <input type="checkbox"/></p>	<ul style="list-style-type: none"> Payments are due in advance of each period. Each U Can can be used for a daily, weekly or monthly period. You will not receive any refund for unused period if you return the U Can before the end of the timeframe. U Can Store and Move reserves the right to charge you a late payment fee on any arrears, calculated at 15% per annum of the aggregate amounts that are in arrears, compounding monthly. A fee of \$25.00 over and above usage charges will be assessed if any of your pre-authorized credit card payment, cheques, or bank account withdrawal is declined, dishonoured, or returned to us, for any reason. A \$25 per U Can cleaning fee may be assessed if you do not return the U Can in the same condition as delivered. A \$35 per U Can fee may apply if you direct U Can Store and Move to place the U Can on a non-paved surface. The Customer may cancel this contract at any time upon paying as liquidated damages, not as a penalty, the amounts indicated on the reverse. <p style="text-align: right;">Init. <input type="checkbox"/></p>

CONDITION REPORT

Condition of the U Can at origin:

Condition of the U Can at Destination:

I have read and agree to the terms and conditions on the reverse side.

SIGNATURES:

U Can Store and Move: _____
 Date: _____

Customer: _____
 Date: _____

See Additional Conditions on Reverse

ADDITIONAL CONDITIONS

CUSTOMER AGREES THAT:

1. Customer has full and exclusive responsibility for ensuring that all goods to be transported or stored in the container are properly packed and/or prepared for storage and/or transportation before being placed into the container.
2. All goods loaded into the container by the Customer will be properly loaded and secured within the container in a manner suitable for storage and/or transportation thereof.
3. Any loss of, or damage to, any of the contents and/or the container that is the result of improper packing or preparation of the goods for storage and/or transportation, loading or unloading of the goods for shipment or storage, shall be deemed to have been caused by the act or default of the Customer.
4. Customer shall not use the container for the storage or transportation of hazardous materials, as defined in any applicable legislation whether federal, provincial, or municipal, or of any other property, the storage or transportation of which, in such a container is in violation of any law in effect at the place where the container is located at origin, in transit, or at destination.
5. Customer shall pay the cost of remediation of any damage to the container resulting from the storage, transportation, or inadequate packing, preparation, loading or unloading of property of any nature into or out of the container. The liability hereunder extends not only to physical damage, but also to damage that might require decontamination, services of an exterminator, deodorization, or any process required to restore air quality within the container.
6. The container will not be used for storage or transportation of any property whose gross weight exceeds **6,500** pounds.
7. Customer will hold U Can Store and Move and any carrier involved in the transportation of the container harmless from any liability for bodily injury including death or disability resulting from such injury, if the injury arises in any way from the nature of the property placed into the container by Customer, the manner in which the property is packed and/or prepared for transportation or storage, loaded into or unloaded from the container, or Customer's use of the container and/or its equipment.
8. The Customer shall not under any circumstance lease, rent or sublicense the container or part thereof without written consent of U Can Store and Move.
9. The Customer bears the risk of all damages to the container, his/her property or effects arising from freezing, fire, wind, elements, burglary, vandalism or other causes while on the Customer's property or designated placement of the container. The Customer agrees to indemnify U Can Store and Move or its Members from any cost or liability resulting from such damages.
10. The Customer may cancel this contract at any time upon paying as liquidated damages, not as a penalty, the following amounts: 100% of the total payment is non-refundable if cancellation notice is less than 72 hours to the scheduled license period. \$100.00 is non-refundable if cancellation notice is more than 72 hours prior to the scheduled license period.
11. There is no bailment or deposit of goods for safekeeping created by this license.
12. U Can Store and Move shall be entitled to a lien to secure all of its charges, including any charges of participating Members relating to transportation of the container; which lien may be enforced in the same manner as any claim for charges for warehouse storage in the Province or Territory in which this agreement is carried out. This means that your goods will be sold or otherwise disposed of should payment not be made for the use of a U Can container.

EXCEPTIONS FROM LIABILITY/VALUATION

Customer recognizes that neither U Can Store and Move nor the Dealer assigned to the transaction has participated in the loading of the container by the Customer. The customer also recognizes that neither U Can Store and Move nor the Dealer can have any knowledge of the nature or condition of goods stored inside of the said container and also that it is the customer's decision to take out or not to take out All Risks insurance on the contents of the container and the failure to do so shall be at the risk and expense of the Customer.

Neither U Can Store and Move nor the Dealer shall be liable to the Customer for any loss of or damage to contents of the trailer unless caused by the gross negligence of U Can Store and Move and/or the Dealer and then only for a sum not exceeding \$0.60 per pound of the weight of said Contents.

ADDITIONAL FEES

- 1) Upon termination of the usage period, if the container has not been returned or released for pick up to U Can Store and Move, the Customer will be subject to pay the additional cost of another usage period immediately.
- 2) U Can Store and Move reserves the right to charge Customer a late payment fee on any arrears, calculated at 15% per annum of the aggregate amounts that are in arrears, compounding monthly.
- 3) If any pre-authorized credit card payment, cheque, or bank account withdrawal is declined, dishonoured, or returned to U Can, for any reason, Customer shall pay U Can a fee of \$25.00 over and above usage charges.

- 4) Customer agrees to pay any expenses incurred by U Can Store and Move to recoup any outstanding charges or fees.

PLACEMENT OF CONTAINER

The driver who delivers the container ("the driver") will normally attempt to place the container on a paved surface, a dry surface or driveway. The driver will attempt to accommodate a space selected by the Customer for placement of the container ("the designated space"). The Customer recognizes that the designated space must have adequate stability, overhead clearance, and maneuvering room; and that it may be necessary for the driver to drive over lawns, or other unpaved surfaces in order to place the container in a designated space. Customer hereby assumes full responsibility for property damage that might be incurred from placement of the container. Customer recognizes that the driver has authority to refuse to place the container at the designated space if the driver perceives a lack of safe or risk free conditions. The driver may refuse to place the container if he determines that the lack of safe or risk free conditions cannot be corrected. U Can Store and Move may levy a surcharge for difficult or hazardous placement of the container, which surcharge is in addition to the charges paid at the commencement of the agreement, and must be paid before the end of the usage period.

ACCESS TO CONTAINER

Customer shall have complete access to the container while it is on the designated space at origin or destination. Customer shall, and U Can Store and Move may, provide access to the container at all reasonable times to U Can Store and Move's Dealers or representative, police, fire officials, or other public authorities with valid reason to inspect the container. If Customer fails or refuses to provide access as required, or in a perceived emergency, or in the case of default of the Customer's responsibilities under this agreement, U Can Store and Move or its Dealers shall have the right to remove Customer's lock, and to enter into the container to examine the container and its contents, or to make repairs or alterations, or take such other action as may be appropriate in the circumstances. The customer will ensure there is clear and unimpeded access to the container for pick-up.

LOCK

The Customer at his or her own expense shall provide a lock suitable to secure the container. Neither U Can Store and Move nor the driver shall be provided with the key or combination for the lock.

MOVEMENT OF CONTAINER

Customer shall not move the container once the driver has placed it on the designated, or alternative, space. Customer shall not make any alterations, modifications or attachments to the container without the prior written consent of U Can Store and Move.

CONDITION OF CONTAINER AT TERMINATION

Customer shall remove all of his or her property from the container upon termination, and shall immediately notify U Can Store and Move that the container is ready for pick-up. When picked up, the container will be in the same condition as when originally delivered, reasonable wear and tear only accepted. Customer hereby authorizes U Can Store and Move to remove any property left in the container and to retain such property for its own use and benefit, or dispose of it as it sees fit. A \$25 per U Can cleaning fee may be assessed if you do not return the U Can in the same condition as delivered.

RELEASE OF INFORMATION

U Can Store and Move is hereby authorized by Customer to release any information regarding Customer's use of the Container and its equipment as required by law or requested by police or other governmental or law enforcement agencies or courts.

U Can Store and Move and Customer have executed this agreement on the date shown on the face of this agreement, and each agrees to be bound by all the provisions contained herein.