

THIS STORAGE AGREEMENT made this _____ day of _____, 2018.

B E T W E E N:

(Name)
(hereinafter referred to as the "Bailor")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THAMES CENTRE
being a Municipal Corporation
(hereinafter referred to as the "Bailee")

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants and conditions contained in this Agreement, the Parties hereto agree as follows:

TERM

1. The Bailor shall deliver to the Bailee for storage, the following Property:

(description, including make, model and year)

(license and/or serial number)
(hereinafter called the "Property")

(replacement value of the Property)

2. The Bailee shall receive the Property and safely store it for the Bailor as provided in this agreement;
3. The parties agree that the Property shall be stored in an unheated cement block building (hereinafter called the "Building"), owned by the Municipality of Thames Centre. The Building is presently known as the Thorndale Optimist Progress Building and is located at 255 Upper Queen Street, Thorndale, Ontario. The Property shall be stored in no other location without the prior written authorization of the Bailor, provided that the Property may be removed from the building by the Bailor's employees or agents on consent of the Bailee, in the event of an emergency, if the terms of this Agreement are breached, or if the Property is not removed on the date agreed herein, or as provided for herein;
4. The Bailor shall pay to the Bailee, upon execution of this agreement and before the Property is placed in storage, the sum of \$_____ for storage of the Property for a term of six months, which sum shall be the minimum payment for any term of storage up to six months. If the Bailor removes the Property prior to the term of this Agreement, then the Agreement shall be terminated at the option of the Bailee but monies paid shall not be refunded;
5. If the Property remains in storage for more than six months, the Bailor shall pay to the Bailee the additional sum of \$_____ per month payable by the fifth day of each month for so long as the Property remains in storage, provided that at any time after the initial six month period the Bailee may require the Bailor to remove the Property from storage on seven days' notice;
6. The Bailee shall return the Property to the Bailor, (in the same condition as received reasonable wear and tear excepted), at the end of the six month period, at the end of such other period as the parties may agree, upon reasonable written notice being given to the Bailee by the Bailor, provided that the Bailor has paid all amounts owing for storage;
7. The Bailor agrees with the Bailee that the Bailor shall arrange for and maintain insurance coverage on the Property for liability and for damages with coverage of at least 100% of the full replacement value of the Property, which insurance shall be for the benefit of the Bailor and Bailee, and any party with a security interest in the Property, and that he shall indemnify and save the Bailee harmless for any damage or loss which may occur to the Property of the Building or to the property of any other Bailor in the Building, during the term of this Agreement or at any time while the Property is in the care of the Bailee. Provided further that in the event that the Property is lost or damaged by theft, vandalism, fire, flood, wind, temperature, pests, animals, act of public enemies or act of God, the Bailee shall not be liable to the Bailor for such loss or damage except in the event that such damage results from the negligence of the Bailee, its agents or servants, and provided that the carrier of insurance arranged by the Bailee in compliance with this paragraph shall not be subrogated to any claim of the Bailee against the Bailor, its servants, agents or employees;

8. It is agreed that the Property is delivered to the Bailee for the purpose of storage only and is not to be used by the Bailor for any other purpose whatsoever. No welding, cleaning, repairs, or maintenance of any kind will be performed on the Property by the Bailor or his agents while it is stored in the Building or anywhere on the Bailee's premises. In the event that the Property is maintained, repaired or used by the Bailor in violation of this provision of the Agreement, the Bailor, whether negligent or not, shall be liable for all loss of, or damage to, the Property or to the person or property of any other person, firm or corporation whatever and this Agreement may be terminated immediately at the Bailee's option;
9. Upon the termination of this Agreement (or demand of the Bailor), the Property shall be returned by the Bailee to the Bailor or to such other person or persons as may be designated by the Bailor in a written notice signed by the Bailor, provided that the Bailor has paid all the monies for the storage;
10. The Parties agree that the Property shall be placed in the Building at the discretion of the Bailee and shall not be moved until the expiry of this Agreement. If the Bailee, in its discretion, determines that it is necessary to have the Property moved to enable the movement of other property in the Building, or to perform maintenance on the building, the Bailee upon reasonable notice to the Bailor, (which need not be given in writing), may move the Property within the Building;
11. In the event that the Bailor shall fail to pay the amount required by this Agreement to be paid by him/her or shall make default in performance of any other of the terms and conditions of the Agreement, the Bailee at its option may declare this Agreement terminated and any amount due from the Bailor under this Agreement shall at once become due and payable and the Bailee shall have the right to take such steps, whether by the sale of the Property, exercise of its right as lien holder, or otherwise, as it may be entitled for the recovery of the amount due to it under this Agreement. In such a case, the applicable storage fee for the Property will be \$_____ per day until the Property is released or disposed of;
12. The Bailor agrees that before the Property is placed in storage the Bailee shall disconnect any battery located in the Property and remove from the Property and Building it all unattached fuel and propane tanks, as well as flammable liquids, gasses, firearms, and perishable items;
13. The Bailor shall leave any key necessary to open or move the Property with the Bailee's agent and consents to the key being stored in the Building or at such other location as the Bailee may determine;
14. The Bailor agrees to follow such other "Building and Storage Rules" as the Bailee may have in force at any time, as posted in the Building, which Rules the Bailee may amend and revise from time to time as it deems advisable;

15. The Parties agree that the Bailor may have access to the Property during the term of this Agreement between 9:00 a.m. and 6:00 p.m., Monday to Saturday, upon giving twenty-four hours' notice to the Bailee;
16. The Parties hereto acknowledge that the Building is not heated and that the Bailor is responsible for preparing the Property for storage in below freezing temperatures, with removal of liquids that may freeze from all tanks, containers, pipes, and lines and use of antifreeze as required;
17. The Parties agree that the terms of the *Highway Traffic Act* of Ontario shall apply at all times on the lands and the Building controlled by the Bailee;
18. In the event that the Bailor shall fail to perform or comply with any of the terms and conditions of this Agreement, the Agreement shall, at the option of the Bailee, at once cease and be terminated;
19. There are no implied or express warranties, guarantees or representations as to the nature, conditions, safety or security of the Premises and the Building or of any Property stored therein. Without limiting the foregoing, there is no representation or warranty with respect to protection from damage caused by heat, cold, water, fire, wind, theft, vandalism, pests or animals. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of the Bailor or the Bailor's agents is authorized to make any representation, warranties or agreements other than as expressly set forth herein;
20. All notices or demands required to be given under the terms of this agreement or at law may be given by personal delivery, or by prepaid registered mail addressed to the party at the address described herein, and notice shall be deemed to have been received on the day it is delivered or in the case of mailing, two days after it is deposited in the mail. If a party's address changes, it is the responsibility of the party whose address has changed to provide immediate written notice to the other party as to the new address to which notices shall be sent, together with any changes in other contact information is provided, both parties are entitled to rely upon the last address and contact information provides by the other party;
21. The Bailor represents that he has the authority to bind and does hereby bind to the terms of this Agreement, all parties with a past, present or further interest in the Property including co-owners, successors and trustees, heirs, transferees, lien holders, assigns, creditors, and secured parties;
22. The Parties hereto agree that when the context so requires or permits in this Agreement, the singular number shall read as if the plural were expressed, and the masculine gender as if feminine, as the case may be, were expressed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

Signed, Sealed and Delivered
in the presence of

Witness as to

BAILOR

Per: _____
(Signature)

Bailor: _____
(Name)

(Address)

(Phone number)

(Email)

I/We have the authority to bind the corporation

**THE CORPORATION OF THE
MUNICIPALITY OF THAMES CENTRE**

Witness as to

M. Henry, Director of Community Services & Facilities.

Mayor

The Bailor has examined the premises, the Building and the common areas and does hereby acknowledge that he has satisfied himself that the premises, the Building and the common areas are satisfactory for all of the Bailee's intended purposes, including the safety and security thereof. The Bailor agrees to obtain his own insurance on all of his personal property in or about the premises and the building, it being understood and agreed that storage of all such personal Property is entirely at the risk of the Bailor.

By placing his initials here the Bailor acknowledges that he has read, understands and agrees to all of the above.