

Simplot Millennium Park/Brandon Minor Baseball- RV Storage Agreement

CUSTOMER INFORMATION (collected thru Si App)

NAME ("RENTER") _____
HOME PHONE _____
ADDRESS _____
CELL PHONE _____ CITY, PROVINCE _____
E-MAIL _____ POSTAL CODE _____
DRIVER'S LICENSE _____

RENTAL INFORMATION

MAKE/MODEL OF VEHICLE/TRAILER _____
LICENCE PLATE # _____ INSURANCE EXPIRY DATE: _____
TOTAL "SEASONAL RENTAL AMOUNT" is ONE-HUNDRED-FIFTY dollars (150.00)

The Renter shall pay the Seasonal amount of \$150.00 (Season: September 9th 2021 to May 1st 2022)
Rental Amount due in upon registration of recreational vehicle date.

("RV") are left in the Space(s) after the Rental Agreement term expires may be moved to a different location within the park. All units must be picked up no later than May 1st 2022.

THE RENTER IS AWARE THAT SIMPLOT MILLENNIUM PARK / BRANDON MINOR BASEBALL DOES NOT INSURE AND WILL ACCEPT NO LIABILITY FOR LOSS OR DAMAGE TO THE RENTER'S GOODS OR RVS. SIMPLOT MILLENNIUM PARK AND BRANDON MINOR BASEBALL REQUIRE THAT THE RENTER OBTAIN INSURANCE COVERAGE FOR ALL GOODS OR RVS TO BE STORED IN THE SPACE. THE RENTER IS AWARE THAT EMPLOYEES OR BOARD MEMBERS OF SIMPLOT MILLENNIUM PARK AND BRANDON MINOR BASEBALL MAY NEED TO MOVE THE STORED RV ON RARE OCCASIONS.

Renter signature that above statement has been read and understood and that the attached Terms of Agreement have also been read and understood.

Date: _____ Signature: _____

PAYMENT INFORMATION

- 1) Payment will be due upon the initial registration and start of the contract ("Due Date").
- 2) There will be NO REFUNDS issued should the Renter terminate this Rental Agreement prior to the Due Date.

PAYMENT METHOD: Online via SI App

AUTHORIZED ACCESS

The following people are authorized by the renter to have access to the renter’s goods or in order to drop-off or pick up the RVs. The renter accepts full responsibility for any person that they grant access to the renter’s goods or RV

NAME _____

NAME _____

NAME _____

NAME _____

1. USE OF STORAGE SPACE

The Space ("Space") assigned to the Renter shall be used by the Renter for storing the Renter's recreational vehicle ("RV") in accordance with the Renter's Obligations. The Renter shall not at any time use the Space as a Mobile Home/Camp Site.

Renter Privileges

- a) After October 8th, The Renter will not have access to his or her RV until mid-April.
- a) The Renter shall pick up their RV prior to May 1st, 2022
- b) The Renter shall not interfere in any significant way with the rights of Simplot Millennium Park / Brandon Minor Baseball on the premises.
- c) The Renter shall not perform any illegal acts or carry on any trade, business or occupation on the premises.
- d) The Renter shall not endanger persons or property on the premises.
- e) The Renter shall not make any repairs, alterations, replacements or improvements to any part of the Space or premises without exception. Damage caused by the Renter will be repaired by a third party contractor at the discretion of SMP / BMBA. Any such repairs will be billed to the Renter as Other Charges.
- f) The Renter shall at the expiration of the Storage Term, deliver vacant possession of the Space to SMP / BMBA in a clean and tidy condition .
- g) The Renter shall not keep, use or store in or upon the Space any firearms, explosives, toxic chemicals, or any article which may be prohibited by any fire insurance policy in force from time to time covering the premises. This does not include household chemicals and propane or other fuels as part of the vehicle or trailer which are allowed.
- h) The Renter shall not allow his or her RV to extend outside of the area designated as his or her Space.

i) The Renter represents and warrants that he or she is in lawful possession of all goods stored in or on the Space. The Renter AGREES TO ADVISE SMP / BMBA IN WRITING OF THE FULL NAME AND ADDRESS OF ANY PERSON OR CORPORATION OTHER THAN THE RENTER WHO HAS AN INTEREST IN ANY OF THE GOODS STORED IN OR ON THE SPACE. Simplot Millennium Park may require the Renter to advise, in writing, of the name of a person authorized by the Renter to have access to the Space. The Renter shall be legally responsible for any damage, loss or injury caused by any person brought onto the premises by the Renter, or visiting the Space with the Renter's permission. Access to the site implies that any owner wishing can remove their RV at their discretion.

2.. ENVIRONMENTAL MATTERS

Any environmental contamination of the Space occurring during the Storage Term as a result of the Renter's use of the Space will be remedied at the sole cost and expense of the Renter.

3. RELEASE AND INDEMNIFICATION OF SIMPLOT MILLENNIUM PARK

All property kept or stored in the Space shall be so kept or stored at the risk of the Renter. The Renter releases SMP / BMBA from every claim it has or might have in connection with anything that has occurred or might occur on or in connection with the Space. The Renter shall also indemnify Simplot Millennium Park and save it harmless from any and all loss (including loss of fee and other amounts payable by the Renter pursuant to this Rental Agreement) claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Rental Agreement, or any occurrence in, upon or at the Space, or the occupancy or use by the Renter of the Space or any part thereof, whether or not Simplot Millennium Park / Brandon Minor Baseball its agents, servants, employees or other persons for whom it may be in law responsible, are negligent. If SMP / BMBA shall, without fault on its part, be made party to any litigation commenced by or against the Renter, the Renter shall protect, indemnify and hold the SMP / BMBA harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the SMP / BMBA in connection with such litigation. The SMP / BMBA in this Paragraph 3 means the party of the first part of this Rental Agreement, and includes the owners of (i) the freehold, and (ii) the owners, if any, of the leasehold title of the lands within and comprising the Storage Centre, as well as all of their respective officers, directors, employees, agents and contractors.

4. ASSIGNMENT OR SUBLETTING

The Renter shall not assign this Rental Agreement in whole or in part, nor sublet all or any part of the Space, not permit any other person, firm or corporation to use or occupy the Space without the prior written consent of SMP / BMBA , which consent may be arbitrarily or unreasonably withheld.

5. RULES AND REGULATIONS

SMP / BMBA may make, from time to time, rules and regulations with respect to the Space and the Renter shall comply with and observe them if it receives notice of them, or ought reasonably to be aware of them.

6. NOTICES

All notices, demands, requests or other instruments which may or are required to be given under this Rental Agreement will be in writing and deemed to have been received five (5) Business Days after the

post-marked date thereof if sent by registered mail, the next Business Day following transmission if sent by fax, or at the time of delivery if hand delivered (including pre-paid courier), and will be addressed as follows:

BRANDON MINOR BASEBALL / SIMPLOT MILLENNIUM PARK
Box 21076 WEPO Brandon Manitoba R7B 3W8