

DD Warehousing — Storage Agreement (Single Unit)

1. Parties and unit

This agreement is between:

- **Warehouser: DD Warehousing**, Alberta ("DDW"). Address: 22463 110 Ave NW, Edmonton, AB T5S 1Y2
- **Owner:** the person named as the customer in DDW's email to them about the vehicle ("Owner").

The **Unit** is the vehicle named in that email, with its keys and fobs and anything in it.

Dropping off the Unit at DDW's yard means the Owner agrees to this agreement. No signature is needed. The agreement starts when the Unit is dropped off. DDW confirms the drop-off, with a copy of this agreement, by email.

This agreement covers one Unit. To store more than one unit, ask DDW for its Master Storage Agreement.

2. Storage for hire and possession

1. DDW stores the Unit as a bailee for hire. This agreement is a contract of storage for reward under the *Warehousemen's Lien Act* (Alberta). DDW is a warehouser within the meaning of that Act: it carries on the business of storing goods as a bailee for hire. DDW does not repair, service or maintain motor vehicles and does not carry on business as a garage keeper. The parties agree that DDW's lien on the Unit, and any sale of the Unit, are governed by the *Warehousemen's Lien Act*.
2. The Owner states that it owns the Unit and is depositing it as owner.
3. The Owner leaves at least one working key or fob for the Unit in DDW's key drop box, so that DDW can move the Unit if needed. DDW holds exclusive possession of the Unit, and of the keys delivered, until release under section 4. Any key the Owner keeps gives it no right of access to the Unit or the yard. The Owner has no right to remove the Unit, or to have anyone else remove it, except under section 4.
4. The Unit is kept in DDW's fenced and gated yard. DDW may move the Unit within the yard, or to another secure location it controls, without notice.
5. The Owner may keep the Unit's licence plate. A Unit stored in the private yard is not required to be registered for use on a highway.

3. Rates and charges

Storage is charged at DDW's published rate card, which forms part of this agreement:

Class	Storage rate
Cars & trucks	\$35 per day
RVs & trailers	\$45 per day
ATVs, bikes & sleds	\$25 per day
Gate fee (any class)	\$250 per gate opening

1. All amounts are in Canadian dollars. GST is added.
2. Storage is charged for every day or part of a day from the day DDW reserves a spot for the Unit to the day it is released, whether or not the Unit has arrived.
3. A gate fee is charged when DDW reserves the spot. It covers arranging the spot and opening the gate when the Unit is released. A gate fee is also charged each time the gate is opened for the Unit for delivery, inspection or access.
4. **The Owner is never billed.** Charges are paid when the Unit is released, by whoever collects it. DDW looks only to the Unit for its charges: the Owner is never billed personally and never owes a shortfall.
5. DDW may change its rate card on 30 days' written notice to the Owner. The new rates apply to days of storage after the notice period ends.

4. Release

1. DDW releases the Unit only after every storage charge, gate fee and GST owing on it has been paid in full, in cleared funds by e-transfer or wire.
2. Once the charges are paid, DDW leaves the Unit outside the gate for pickup. DDW does not check the identity or authority of the person who collects it, and once the Unit has been picked up DDW has no further obligation for it.
3. Once the charges are paid in full, the Unit is ready for pickup from 10 a.m. (Edmonton time) on the day after the payment reaches DDW, for 24 hours. No storage is charged for those two days if the Unit is picked up within that time. If it is not, those days and every day after are charged at the daily rate, and the Unit is released only once that is paid. The Unit leaves the yard in the condition it is in at that time.
4. Any person with an interest in the Unit may pay the charges owing and take the Unit at any time before it is sold under section 5.

5. Lien and sale

1. DDW has a lien on the Unit, and on anything in it, for all charges under this agreement and all lawful costs of keeping, preserving, advertising and selling it. The lien arises under the *Warehousemen's Lien Act*, and is in addition to every other remedy DDW has.

2. The lien continues for as long as DDW has possession of the Unit. Paying part of the charges does not end it.
3. If charges remain unpaid 30 days after DDW gives the Owner written notice, DDW may sell the Unit by public auction under the *Warehousemen's Lien Act*. Before the sale DDW will give the notices that Act requires, including notice to the Owner and to anyone holding a registered security interest in the Unit.
4. The sale proceeds pay DDW's charges and sale costs first. Any surplus goes to the persons entitled to it. If the proceeds do not cover what is owed, DDW does not claim the shortfall from the Owner.

6. Owner's risk and insurance

1. **The Unit and its contents are stored entirely at the Owner's risk.** This includes the risk of theft, vandalism, fire, flood, hail, weather, freezing, animals, the acts of other people and any other cause.
2. DDW is not liable for any loss of or damage to the Unit or its contents, or for any loss of use, however it is caused, except loss caused by DDW's wilful misconduct.
3. The Owner is responsible for insuring the Unit and its contents for their full value while they are in storage. DDW does not insure them.
4. DDW does not inspect, photograph or record the condition of the Unit when it arrives or while it is stored. The Owner accepts that the Unit's condition is not recorded, and that DDW makes no statement about its condition at any time.
5. The Owner indemnifies DDW against any claim by another person relating to the Unit, including a claim to ownership of it.

7. Storage only, access and Owner's obligations

1. DDW provides storage only. It does not repair, service, start, winterize, maintain, transport or tow the Unit, and has no duty to do so.
2. DDW does not contact lenders, search for liens or deal with any third party about the Unit, except to release it under section 4 or to give the notices required for a sale under section 5.
3. The Owner may inspect the Unit by appointment. A gate fee applies to each visit.
4. The Owner must not leave in the Unit any firearms, explosives, propane beyond the Unit's built-in tanks, other hazardous materials, illegal items, perishables or animals. DDW may remove anything of that kind at the Owner's cost.
5. The Owner must tell DDW in writing of any change to its address, phone or email.

8. General

1. **Term.** This agreement runs from the day the Unit enters the yard until it is released or sold.

2. **Notices.** Notices may be delivered by hand, sent by registered mail or emailed to the addresses in section 1. An emailed notice is received the day it is sent.
3. **Transfer.** The Owner may sell the Unit while it is in storage and assign this agreement to the buyer. DDW agrees to the assignment in advance. When DDW receives the bill of sale, the buyer becomes the Owner under this agreement for all charges, past and future, and the seller has no further obligation under it. The Unit stays subject to DDW's lien throughout.
4. **Whole agreement.** This agreement and the published rate card are the entire agreement between the parties. Changes must be in writing, except rate changes under section 3.5.
5. **Severability.** If any part of this agreement is unenforceable, the rest remains in force.
6. **Governing law.** This agreement is governed by the laws of Alberta and the federal laws of Canada that apply there.
7. **Refunds.** Charges for days the Unit was stored are not refundable.

9. Acceptance

The Owner accepts this agreement by dropping off the Unit. DDW accepts it by receiving the Unit into the yard. This agreement is published at ddwarehousing.com/terms.pdf.