



1-888-686-2849 • info@EZstorit.ca

## Facility(s) Listing on EZstorit.ca Website Agreement

This Online Reservations for Rental Agreement (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between EZstorit.ca, and \_\_\_\_\_ (“Client”).

- A. EZstorit.ca owns and operates EZstorit.ca (“the Site”)
- B. The Site provides users with a single source website to locate, select and reserve self storage units in storage facilities across the Canada.
- C. Client desires that its self storage facilities (the “Facilities”), will be listed and included on the Site.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Agreement:** Client authorizes EZstorit.ca, and EZstorit.ca hereby agrees, to list and make the Facilities available for reservation on the Site pursuant to the terms of this Agreement, and in accordance with the EZstorit.ca’s standard use and operation of the Site. EZstorit.ca will list the client’s facility website link and local phone number, so customers can reserve directly from facility.
2. **Business Models and Pricing:** Client agrees to the following pricing plan:  
**Introductory Period: \$39.95 USD per facility** for the first 6 months and then \$12.95 a month per facility thereafter.  
**Flat Rate:** Client agrees to pay EZstorit.ca the introductory price of \$39.95 USD per facility and then the **\$12.95 USD** per facility per month via a recurring credit card charged on the first of each month beginning \_\_\_\_\_. In the event a credit card payment is declined, the client will have 10 days to replace such payment or listing will be removed from EZstorit.ca website. In the event a listing has to be removed due to non-payment, a **\$25.00 USD** fee reinstatement fee will be charged to relist each facility.
3. **Website Link & Phone number:** EZstorit.ca will publish a direct link to facility’s website and the facility’s phone number be it local or facility call center at client’s discretion.
4. **Term:** The initial term of this Agreement shall be for one (1) month from the date hereof, unless earlier terminated upon default, as set forth herein. This Agreement will renew automatically for additional terms of one (1) month unless either party shall give thirty (30) days written notice prior to any such renewal that the Agreement shall not so renew.
5. **Change in Pricing Model:** EZstorit.ca will notify clients 60 days in advance of any changes in pricing model.
6. **Client Data:** The Client shall be responsible for the most current URL, phone numbers and current special for to EZstorit.ca to publish on site. EZstorit.ca shall not be responsible or liable to the Client or any third party for reservations through the Site based on errors in the Client Data.
7. **User Payment and Collection.** EZstorit.ca will not accept or and/or hold any money due to Client from any person using the site (“user”) as part of the reservation process on the Site. All money deposited or otherwise paid by user through the Site shall be made directly to Client via Client’s website or call center representative.
8. **Default:** In the event either party fails to observe or perform any of the obligations or undertakings requires to be observed or performed by that party hereunder and such default continues for ten (10) days after notice in writing to the defaulting party of the existence of such failure, the non-defaulting party shall have the right to terminate this Agreement and/or take any other action or pursue any other remedies available under this Agreement.
9. **Indemnification:** Client will indemnify and hold EZstorit.ca harmless from and against any claims incurred by EZstorit.ca arising out of or in conjunction with Client’s breach of this Agreement and/or any third party actions or occurrences of whatever kind or nature relating to the reservation of a Unit not directly and proximately caused by EZstorit.ca.
10. **Liability:** Under no circumstances shall EZstorit.ca be liable to Client for indirect, incidental, consequential, special or exemplary damages arising from the operation of the Site or any other provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source. In any event, under no circumstances shall EZstorit.ca be liable for any loss, cost, expenses, or damages to Client in an amount cumulatively exceeding the amounts paid to EZstorit.ca by Client hereunder.



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- 11. **Intellectual Property Rights:** Neither party will acquire any ownership interest in the other party’s intellectual property. All names and other information concerning a user that reserves a Unit through the Site shall be deemed jointly owned by EZstorit.ca and Client with each party free to use such names and information as they see fit in compliance with applicable law. EZstorit.ca shall have the right to place the Client’s logo, trade name and trademark on the Site as a means to identify the Client and to otherwise use such items in connection with the purposes of this Agreement. EZstorit.ca shall follow all reasonable directions from the Client concerning the protection under applicable laws of such logo, trade name and trademark.
- 12. **Confidentiality:** EZstorit.ca agrees that it will keep any and all information obtained through this Agreement, including, without limitation, any information regarding customers or potential customers of client, confidential and will not use or disclose such information except as contemplated under this agreement.
- 13. **Relationship of Parties:** The parties shall perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking.
- 14. **Entire Agreement:** This Agreement, together with any exhibits attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous agreements, representations or understandings, whether written or oral. All negotiations, whether written or oral, are merged herein and there are no other agreements or understandings between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOFF, the parties have executed this Agreement effective as of the date first stated above.

Client \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**Payment Information**

\_\_\_\_\_ (“Client”), hereby authorizes EZstorit.ca to process the following payment on the credit card information provided below:

# \_\_\_\_\_ Storage Facilities listed on EZstorit.ca @ \$39.95 USD per facility for Introductory Period of 6 months, then \$12.95 USD per facility per month thereafter. First payment \$39.95 charged on \_\_\_\_\_, then total monthly payment \$12.95, to be processed and charged on the first of each month beginning \_\_\_\_\_, 20\_\_\_\_.

Name on Card: \_\_\_\_\_ Card Type: \_\_\_ Visa \_\_\_ MC \_\_\_ AmEx \_\_\_ Discover

Card Number: \_\_\_\_\_ Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_

Billing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax : \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

EZstorit.ca  
PO Box 827871  
South Florida, FL 33082