

## 20 Osburn Street, WODONGA

### STANDARD SELF STORAGE AGREEMENT®

**STORER DETAILS** Company Name: ..... ACN: ..... or

(Individual) Ms / Mrs / Mr First Name: ..... Surname: .....

Home/Business Address: ..... Postcode: .....

Postal Address: ..... Postcode: .....

Phone Nos. Home: ..... Work: ..... Mobile: .....

Email: ..... Drivers License Number & State ..... State .....

☐ I consent to receiving correspondence (including Notices) from this Facility electronically (including email or SMS)

*It is your obligation to update your above details if they change*

**EMERGENCY CONTACT PERSON (must be provided)** Name: .....

Home Address: ..... Postcode: .....

Phone Nos Home: ..... Mobile: .....

Email: .....

**Please advise us immediately if your address or contact numbers or those of your alternate person change**

☐ Cross this box if you **DO NOT** want to be contacted by this business for promotion or feedback after this contract expires

**Marketing Source** YP - REF - PAS - PREV

GOOGLE - OTHER INT. - OTH .....

**Customer** RES - BUS - NP

**STORAGE DETAILS** ..... **Space #:** .....

**Storage Period From:** ..... **To:** ..... and then extended automatically until ..... **14** ..... days notice is given by either party. Your vacate date should be inline with the tenants closest paid to date.

#### STORAGE COSTS (Payable on the date of commencement)

Deposit: **\$ 100.00 bond**

**Storage Fee:** \$ ..... **Calendar month**

Cleaning Fee **\$55.00 (if required when vacating)**

Late Payment Fee: **\$ 15** ..... applied... **7** days after due dates

Lock Out Fee: **\$ 55** ..... Applied 14 days after due date

Fee for any cheque returned unpaid **\$ .50** ..... plus Bank Fee

*All Fees include GST, except the Deposit and Late Fee*

#### PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM

I agree to be bound by the conditions of this Agreement as shown overleaf. Storer's

Signature: .....

Date of this Agreement ..... day of ..... 20 .....

**Accepted by Facility Owner – Signed for/on behalf of Facility Owner**

#### STORER CHECK CONSENT

By applying for storage with this Facility I consent to the undertaking a search of my details against the Storer Check Pty Ltd database, and to my details and personal information being released to Storer Check Pty Ltd pursuant to the Personal Information Document and the terms and conditions set out at www.storercheck.com. **(CROSS OUT IF NO CONSENT GIVEN)**

## MAIN POINTS (SEE OVER)

- All payments are to be made in advance by you (the Storer).
- Goods are stored at your own risk. **We recommend that you take out insurance cover.**
- **To the extent permitted by law, the Facility Owner is excluded from liability for the loss of any goods stored on its premises.**
- You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
- You must also not store goods that are irreplaceable, and/or currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.
- The Space will only be accessible during set access hours as posted by the Facility Owner.
- **14** days notice must be given for termination of this agreement.
- The Storer must notify the Facility Owner of all changes of address, e-mail and contact telephone numbers.
- If you fail to comply with material terms in this agreement the Facility Owner will have certain rights which include forfeiture of your Deposit and the right to seize and sell and/or dispose of your goods **(see clause 6)**.
- The Facility Owner may have the right to refuse access if all fees are not paid promptly **(see clause 11)**.
- The Facility Owner has the right to enter the Space in certain circumstances **(see clauses 6, 13, 14, 19, 20, 21 & 23)**.

**I acknowledge that these main points have been drawn to my attention**

Storer's Signature:

.....

**I accept/decline insurance of my/our goods**

Storer's Signature:

.....

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### Office use only

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> ID          | <input type="checkbox"/> Copy lease            |
| <input type="checkbox"/> Confirm     | <input type="checkbox"/> Unlock                |
| <input type="checkbox"/> Property Me | <input type="checkbox"/> Paid                  |
| <input type="checkbox"/> Monthly     | <input type="checkbox"/> Collect               |
| <input type="checkbox"/> Mycondec    | <input type="checkbox"/> Fee                   |
| <input type="checkbox"/> Email       | <input type="checkbox"/> Check bond to deposit |
| <input type="checkbox"/> Card        |  |

## CONDITIONS OF AGREEMENT

### STORAGE:

1. The Storer:

(a) may store Goods in the Space allocated to the Storer by the Facility Owner ("FO"), and only in that Space;

(b) has knowledge of the Goods in the Space;

(c) warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. The FO :

(a) does not have and will not be deemed to have, knowledge of the Goods;

(b) is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that the FO does not take possession of the Goods.

### COST:

3. The Storer must upon signing the Agreement pay to the FO:

(a) the Deposit (which, when applicable, will be refunded within 30 days of termination of this Agreement) and/or

(b) the Administration Fee.

4. The Storer is responsible to pay:

(a) the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer by the FO from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to make payment directly to the FO on time, and in full, throughout the period of storage. Any Storage Fees paid by direct deposit/direct credit ("Direct Payment") will not be credited to Storer's account unless the Storer identifies the Direct Payment clearly and as reasonably directed by the FO. The FO is indemnified from any claim for enforcement of the Agreement, including the sale or disposal of Goods, due to the Storer's failure to correctly identify a Direct Payment;

(b) the Cleaning Fee, as indicated on the front on this Agreement, is payable at the FO's reasonable discretion;

(c) a Late Payment Fee, as indicated on the front on this Agreement, which becomes payable each time a payment is late;

(d) any reasonable costs incurred by the FO in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or the Default Action costs.

5. The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

### DEFAULT:

6. (a) Notwithstanding clause 23, and subject to clause 6 b), the Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the FO may enter the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the FO may determine ("Default Action"). For the purposes of the Personal Property Securities Act 2009, the FO is deemed to be in possession of the Goods from the moment the FO accesses the Space. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. The FO may also require payment of Default Action costs, including any costs associated with accessing the Storer's Space and disposal or sale of the Storer's Goods. Any excess funds will be returned to the Storer within 6 months of the sale of goods. In the event that the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority. In the event that the Storer has more than one Space with the FO, default on either Space authorises the FO to take Default Action against all Spaces.

(b) At least 14 days before the FO can take any Default Action the FO will provide the Storer with Notice that the Storer is in Default. The FO will provide the Storer with reasonable time to rectify the Default before any Default Action is taken.

### RIGHT TO DUMP:

7. If, in the reasonable opinion of the FO, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, the FO may dispose of all Goods in the Storer's Space by any means.

8. Further, upon Termination of the Agreement (Clause 23) by either the Storer or the FO, in the event that a Storer fails to remove all Goods from their Space or the Facility the FO is authorised to dispose of all Goods by any means 7 days from the Termination Date, regardless of the nature or value of the Goods. The FO will give 7 days' notice of intended disposal.

9. Any items deemed left, in the FO's reasonable opinion, unattended in common areas or outside the Storer's Space at any time may at the FO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

### ACCESS AND CONDITIONS:

10. The Storer:

(a) has the right to access the Space during Access Hours as posted by the FO and subject to the terms of this Agreement;

(b) will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not in the Space in a manner reasonably acceptable to the FO, and where applicable will secure the external gates and/or doors of the Facility. The Storer is not permitted to apply a padlock to their Space in the FO's overlooking position, and the Storer may have any such padlock forcefully cut off at the Storer's expense;

(c) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;

(d) must not store items which are irreplaceable, and/or currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;

(e) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;

(f) must not attach nails, screws etc to any part of the Space, must maintain the Space by ensuring it is clean and in a state of good repair, and must not damage or alter the Space without the FO's consent; in the event of uncleanliness or damage to the Space or Facility the FO will be entitled to retain the Storer's Deposit, charge a Cleaning Fee, and/or full reimbursement by the Storer to the value of the repairs and/or cleaning;

(g) cannot assign this Agreement;

(h) must give Notice of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change;

(i) grants the FO entitlement to discuss any default by and any information it holds regarding the Storer with the ACP registered on the front of this Agreement;

(j) is solely responsible for determining whether the Space is appropriate and suitable for storing the Storer's Goods, having specific consideration for the size, nature and condition of the Space and Goods.

11. In addition to clause 6, the FO has the right to refuse access to the Space and/or the Facility where any moneys are owing by the Storer to the FO.

12. The FO will not be liable for any loss or damaged suffered by the Storer resulting from any inability to access the Facility or the Space.

13. The FO reserves the right to relocate the Storer to another Space under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment of the Facility.

14. The FO may dispose of the Storer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered Goods, in the reasonable opinion of the FO severely damaged, or dangerous to the Facility, any persons, or other Storers and/or their Goods. Where practicable, the FO will provide the Storer with reasonable Notice and an opportunity to review the Goods before the Goods are disposed of.

15. The Storer acknowledges that it has raised with the FO all queries relevant to its decision to enter this Agreement and that the FO has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the FO, been reduced to writing and incorporated into the terms of this Agreement.

### RISK AND RESPONSIBILITY:

16. The FO's services come with non-excludable guarantees under consumer protection law, including that they will be provided with due care and skill. Otherwise, to the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

17. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Storer's Goods, the Storer agrees to indemnify and keep indemnified the FO from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Facility, the FO or third parties resulting from or incidental to the use of the Space by the Storer, including but not limited to the storage of Goods in the Space, the Goods themselves and/or accessing the Facility.

18. Certain laws may apply to the storage of goods including criminal, bankruptcy, liquidation and others. The Storer acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. Such liability and responsibility rests with the Storer, and includes any and all costs resulting from such a breach.

19. If the FO reasonably believes that the Storer is not complying with any relevant laws the FO may take any action as it reasonably believes to be necessary, including the action outlined in clauses 21 & 23, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive those rights.

### INSPECTION AND ENTRY BY THE FO:

20. Subject to clause 21 the Storer consents to inspection and entry of the Space by the FO provided that the FO gives 14 days Notice.

21. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of the FO, threatened, the FO may enter the Space using all necessary force without the consent of the Storer, but the FO shall thereafter notify the Storer as soon as practicable. The Storer consents to such entry.

22. NOTICE: Notice will usually be given by email or SMS, or otherwise will be left at, or posted to, or faxed to the address of the Storer. In relation to the giving of Notice by the Storer to the FO, Notice must be in writing and actually be received to be valid, and the FO may specify a required method. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the FO if the FO has sent Notice to the last notified address or has sent Notice via any other contact method, including by SMS or email to the Storer or the ACP without any electronic 'bounce back' or similar notification. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

23. TERMINATION: Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the front of this Agreement. In the event of any activities reasonably considered by the FO to be illegal or environmentally harmful on the part of the Storer the FO may terminate the Agreement without Notice. The FO is entitled to retain or charge apportioned storage fees if less than the requisite Notice is given by the Storer. The Storer must remove all Goods in the Space before the close of business on the Termination Date and leave the Space in a clean condition and in a good state of repair to the satisfaction of the FO. In the event that Goods are left in the Space after the Termination Date, clause 8 will apply. The Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to the FO up to the Termination Date, or clauses 6, 7 or 8 may apply. Any calculation of the outstanding fees will be by the FO. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without giving prior Notice, but the FO will send Notice to the Storer within 7 days.

24. The Parties' liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

25. SEVERANCE If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of the Agreement.