

PEARL COAST SELF STORAGE - STORAGE UNIT AGREEMENT

With Broome Real Estate Pty Ltd ACN 008 933 060

Trading as **First National Real Estate Broome**

11 Napier Terrace, Broome WA 6725. (PO Box 1130) 08 9192 2000

Customer's Name:		
Customer's Mailing Address:		
Customer's Email Address:		
Telephone Contact:	Mobile:	Landline:
Emergency Contact:	Name:	Contact Phone:
Work Contact Details	Name of Employer	Contact Details:
Proof of ID: (Driver's License etc.)		Storage Unit Number:
Commencement Date:		Term:
Initial Fee Payable:		Key Deposit - \$230 per unit.
Customer's Bank Details (For refund of Key Deposit)		
Signature of Customer:		Date:
Signature of Witness:		Date:

2.0 The Customer offers to:

- (a) take an exclusive licence to use the Storage Unit and
- (b) use the Access Ways in common with others for access to and from the Storage Unit,
- (c) for the Term,
- (d) upon payment of the Fee, and
- (e) to observe and perform the Customer's Covenants

("the Customer's Offer").

The Customer acknowledges having:

- (a) read all of this Agreement and receipt of a true copy thereof,
- (b) taken out the insurance referred to in clause 9.2.

3 Definitions

In this Agreement unless otherwise required by the context or subject matter:

"**Access Ways**" means the access ways within the Site intended for access to and from the Storage Unit;

"**Address**" means the address of the Agent or such other address as is notified in writing by the Owner or the Agent to the Customer from time to time;

"**Agent**" means the Owner's Agent Broome Real Estate Pty Ltd Trading as Broome Real Estate First National of PO Box 1130, Broome;

"**Agreement**" means these terms and conditions;

"**Commencement Date**" means the commencement date of this Agreement specified in clause 1;

"**Customer's Covenants**" means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by any person other than the Owner;

"Customer's Property" means any property stored in the Storage Unit by the Customer;

"Fee" means the monthly fee specified in clause 1 or such other amount as is notified by the Owner or the Agent to the Customer pursuant to clause 5.4;

"Money Payable" means the Fee and any other money payable by the Customer pursuant to this Agreement;

"Performance Bond" means the amount specified as the performance bond in clause 1;

"Returned Cheque Charge" means the charge for returned cheques of \$20.00 or such other amount as is notified by the Owner or the Agent to the Customer pursuant to clause 5.5;

"Service Charge" means the service charge of Ten Dollars (\$10.00) for accounts unpaid for ten (10) days after the due date. If the account remains unpaid for thirty (30) days after the due date, the service charge will increase to Thirty Dollars (\$30.00) and thereafter the service charge will increase at the rate of One Dollar (\$1.00) per day until the date of payment.

"Storage Unit" means the storage unit on the Site bearing the number specified in clause 1;

"Site" means the property known as Lot 1697 Pembroke Street, Broome on which the Storage Unit is situated.

"Term" means the term of this Agreement specified in clause 1 commencing on the Commencement Date.

4 Licence

- 4.1 The Customer's Offer may only be accepted by the Owner or the Agent providing to the Customer a key or such other means of access to the Site as the Owner determines.
- 4.2 Upon acceptance by the Owner or the Agent of the Customer's Offer, a licence shall be granted by the Owner to the Customer for the use of the Storage Unit for storage purposes only for the Term and otherwise on the terms and conditions contained in this Agreement.
- 4.3 The Customer and all persons lawfully authorised by the Customer will have the right in common with the Owner and other persons authorised by the Owner, to use the Access Ways for the purpose of gaining access to and from the Storage Unit at such times and in such a manner as the Owner may from time to time determine.
- 4.4 The Customer acknowledges that the Owner is not in the warehouse business or in the business of storing goods for hire and that under no circumstances shall the Owner be deemed to be a bailee or other type of custodian of the Customer's Property.
- 4.5 The Owner's employees have been forbidden from providing any services on behalf of the Owner. Should any employee of the Owner provide services to the Customer at the Customer's request, such employee shall be deemed to be the agent of the Customer.

5 Fees and Other Charges

- 5.1 The Customer shall pay to the Agent in cash at the Address the Fee in advance and on the anniversary of the Commencement Date for each month for the Term.
- 5.2 The Customer agrees to pay the Service Charge in respect for any Fee received at this address after 5:00 pm on the 10th day after the due date on which the Fee for that month is due.
- 5.3 Notwithstanding paragraph 5.1 the Owner or the Agent may accept correctly drawn cheques for payment of the Fee. If a cheque is dishonoured as being unpaid from the date originally due. The Customer shall pay the Returned Charge in respect of any cheque dishonoured.
- 5.4 The Owner may increase the Fee by notifying the Customer in writing at least Thirty (30) days prior to the day of the month for which the increased fee is due. The Customer shall pay the increased fee from the date specified in such notice.
- 5.5 The Owner may increase the Service Charge or the Returned Cheque Charge by notifying the Customer at least Thirty (30) days prior to the date from which the increased amounts will apply.
- 5.6 If the Customer is unwilling to pay the increased Fee, Service Charge or Returned Cheque Charge, the Customer may terminate this Agreement in the manner provided in paragraph 7.2.
- 5.7 The customer will pay to the owner in addition to all fees all GST payable by the owner in respect of the provision of the storage unit to the customer.
- 5.8 Neither the Owner nor the Agent will issue statements for any Money Payable.

6 Performance Bond

- 6.1 The Customer will pay the Performance Bond to the Agent on the Commencement Date.
- 6.2 The Owner or the agent will refund the Performance Bond to the Customer without interest within Thirty (30) days of the date of termination if:
 - 6.2.1 payment of all Money Payable by the Customer to the Owner or the Agent pursuant to this Agreement has been received by the Owner or the Agent;
 - 6.2.2 the Storage Unit is left clean and tidy and in the same state of repair and condition as at the Commencement Date; and
 - 6.2.3 the keys furnished to the Customer by the Owner or the Agent upon the commencement of the Term are returned to the Owner or the Agent.

6.3 The Owner shall not be obliged to keep the Performance Bond in a separate bank account, but may keep the Performance Bond in the Owner's general bank account together with other funds. Any interest which may accrue in respect of the Performance Bond may be retained by the Owner for the Owner's Use absolutely.

6.4 The Owner may at its option, deduct from the Performance Bond any Money Payable without notice to the Customer. If the total Money Payable exceeds the amount of the Performance Bond, the Customer shall pay to the Owner or the Agent the amount of such excess upon demand by the Owner or the Agent.

7 Use After Term

7.1 If the Customer continues to use the Storage Unit after the expiry of the Term with the consent of the Owner or the Agent, the Customer will continue to use the Unit on a monthly basis at a fee equivalent to the Fee and otherwise on the same terms and conditions as are contained in this Agreement.

* 7.2 At any time after the expiry of the Term, either party may terminate this Agreement by giving written notice to the other party not less than One (1) month prior to the date upon which the Agreement is to terminate.

7.3 The right of the Owner to terminate this Agreement pursuant to paragraph 7.2 will not affect any other right the Owner may have at law to terminate this Agreement.

8 Use of the Storage Unit

8.1 The Customer shall only use the Storage Unit for storage purposes.

8.2 The Customer shall not use the Storage Unit to store any flammable, combustible, explosive, corrosive perishable or other dangerous materials.

8.3 The Customer shall ensure the Storage Unit is securely locked at all times and may only place one lock on the Storage Unit. The Customer authorises the Owner or the Agent to remove any additional locks by cutting or sawing the same from the latching device for the Storage Unit.

8.4 The Customer shall comply with all statutory rules and regulations regarding the use of the Storage Unit.

8.5 The Customer shall not place any signs or markers on or about the Storage Unit.

8.6 The Customer shall not drill, paint or fix items to or alter the Storage Unit without the prior written approval of the Owner or the Agent.

8.7 The Customer warrants that all items comprised in the Customer's Property shall belong to the Customer and the Customer acknowledges that the Customer's Property will be subject to sale by the Owner in accordance with the terms of this Agreement.

8.8 The Customer shall remove all Customers' Property from the Storage Unit upon Termination.

9 Responsibility for Customer's Property

9.1 Neither the Owner or the Agent shall be liable for any damage or loss to the Customer's Property from any cause whatsoever including but not limited to heat, cold, theft, vandalism, fire, wind, water, dust, rain, explosions, rodents, insects or any act or omission, negligence or otherwise of the Owner or the Agent their servants or agents.

9.2 The Customer acknowledges that the Owner holds no insurance covering loss to the Customer's Property and that the Customer shall maintain an insurance policy for fire and extended insurance cover against theft, vandalism and malicious damage for the full replacement value of the Customer's Property.

9.3 The Owner shall not be liable to the Customer or Customer's servants, agents or invitees for any loss or damage to property or death or injury of any kind caused by any act or negligence of any person including but not limited to the Owner, its servants and agents on the Site.

9.4 The Customer acknowledges that any security devices which the Owner may maintain at the Site is for the Owner's convenience only and the Owner will not be deemed to have agreed to provide any security protection for the Customer's Property. The Owner may discontinue the use in whole or in part of any security devices at anytime without notice to the Customer.

10 Indemnity by Customer

The Customer shall indemnify and keep indemnified the Owner against all claims, demands, losses, damages, costs and expenses for which the Owner becomes liable in respect of loss or damage to property or death or injury of any nature or any kind and however or whatever sustained.

(a) caused or contributed to by the use or occupancy of the Storage Unit except to the extent caused or contributed by an act or omission of the Owner;

(b) resulting from any act or omission of the Customer, its servants, agents or invitees, or;

(c) resulting from any breach by the Customer of the Customer's Covenants.

11 Owner's Rights

11.1 The Customer irrevocably grants to the Owner a lien on the Customer's Property as security for the performance by the Customer of the Customer's Covenants.

11.2 The Owner and the Agent reserve the right to:

11.2.1 enter the Storage Unit at any time for the purpose of inspecting or maintaining the Storage Unit;

11.2.2 remove the Customer's Property at the Owner's expense to any other Storage Unit on the site following which references in this agreement to the Storage Unit shall be read as referring to the new Storage Unit.

11.3 If any Money Payable is not paid upon the date which payment is due, then the Owner may deny the Customer access to the Storage Unit until such time the outstanding Money Payable is paid.

12 Default by Customer

12.1 The Customer is in default if:

12.1.1 any Fee is unpaid for Seven (7) days after becoming due whether or not demand for payment is made;

12.1.2 the Customer leaves the Storage Unit empty and unlocked;

12.1.3 the Customer is in breach of any of the Customer's Covenants other than:

12.1.3.1 the covenant to pay the Fee; and

12.1.3.2 the covenant not to leave the Storage Unit empty and unlocked;

12.1.4 the Customer, being a natural person, commits an act of bankruptcy;

use non-profit status

12.1.5 a resolution is past for the Customer to be wound up unless the winding up is for the purpose of reconstruction or amalgamation;

12.1.6 the Customer admits in writing its inability to pay its debts;

12.1.7 a compromise or agreement is made between the Customer and its creditors; or

12.1.8 an application is made to a court for an order summoning a meeting of any class or creditors of the Customer;

12.1.9 a receiver or an agent in possession for a mortgagee, is appointed in respect of any property of the Customer;

12.1.10 a mortgagee takes possession of the Customer's Property;

12.1.11 any execution or similar process is made against the Customer's Property;

12.1.12 an application is made or notice is given or other procedure commenced for the dissolution or cancellation of the Registration of the Customer under the Corporations Law or any analogous process;

then the Owner may without notice at any time enter into the Storage Unit and upon re-entry this Agreement will immediately determine but without:

(a) affecting any right of the Owner under this Agreement; or

(b) releasing the Customer from liability in respect of the Customer's Covenants.

13 Right of the Owner to Sell Customer's Property

13.1 Any Customer's Property left outside the Storage Unit at any time and any Customer's Property not removed from the Storage Unit upon termination will, at the Owner's option:

13.1.1 become the absolute property of the Owner and may be disposed of as the Owner thinks fit; and

13.1.2 may be sold or disposed of by the Owner at the cost of the Customer and any proceeds of sale after deduction of costs of sale will be offset against any unpaid Money Payable.

14 Service of Documents

14.1 Any notice or other document to be served on any party pursuant to this Agreement and shall be served by posting such notice or document in a properly stamped enveloped addressed to the part at the party's address appearing in this Agreement or at such other address as that party may have notified to the other party in writing from time to time.

14.2 Any such notice or document shall be deemed to be served at the time the same would normally be delivered in the ordinary course of the post.

15 Miscellaneous

15.1 If any part of this Agreement is, or becomes, void or unenforceable that part is or will be severed from this Agreement to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

15.2 Unless repugnant to the sense or context, reference to a party to this Agreement includes that party's executors, administrators, personal representatives, successors and assigns, and if a party comprises two or more persons the executors, administrators, personal representatives, successors and assigns of each of those persons.

- 15.3 If a party to this Agreement comprises two or more persons, the Covenants and Agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or two or none of them.
- 15.4 Time is of the essence in all respects.
- 15.5 Failure to exercise or delay in exercising any right, power or privilege in this Agreement by the Owner or the Agent will not operate as a waiver of that right, power or privilege.
- 15.6 A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege or the exercise of any other right power or privilege.
- 15.7 The Customer shall not assign the whole or any part of the benefit of this Agreement. .
- 15.8 Termination for whatever reason will not affect any rights and obligations of either part arising prior to termination.
- 15.9 Headings in this Agreement are for convenience and identification of clauses only and do not otherwise affect its interpretation.
- 15.10 This Agreement does not constitute the relationship of landlord and tenant between the Owner and the Customer and it's expressly agreed that no such relationship of landlord and tenant will exist by virtue of this agreement.
- 15.11 This Agreement is the entire Agreement between the parties and supersedes any prior written or oral Agreement. Except as specifically provided for in this Agreement, no amendment or alteration to this Agreement shall be binding on the parties unless made in writing and signed by both parties.

A true copy of this document has been received by the signatories here to:

Signed _____ Date _____

Signed _____ Date _____

