



**KINGFISHER STORAGE SHEDS  
5 Rutherford Court, Maddingley  
Standard Self Storage Agreement  
03 5367 2333**

<b>Storer Details</b>		
Business Name (if applicable):	ABN:	
Mr./Mrs./Ms: First Name:	Surname:	
Home Address:	Post Code:	
<b>Email :</b>		
<b>Mobile Phone:</b>	home :	
<b>Vehicle Details</b>		
Make:	Model:	Colour:
Rego No:	Drivers Licence No:	Expiry:
<b>Alternate Contact</b>		
Mr/Mrs/Ms First Name:	Surname:	
Home Address:	Post Code:	
Email :	Mobile Phone:	
<b>Size of unit:_____ From:_____ To:_____</b> <b>(Storage Space extends automatically until 14 days' notice is given by either party)</b>		

**Main Agreement Points (see over)**

- All payments are to be made in advance by you the storer
- **Goods are stored at your sole risk. You should ensure you have adequate insurance cover**
- The owner is not liable for the loss of any goods stored on its premises
- You are not permitted to store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods
- 14 days' notice is to be given for termination of this agreement
- The storer must notify the owner of all changes of address / contact telephone numbers and email
- If you fail to comply with the conditions of this agreement the owner will have certain rights that include forfeiture of your deposit and the right to seize and sell and/or dispose of your goods (see clause 6)
- The owner has the right to refuse access if all fees are not paid promptly (see clause 6)
- The owner has the right to enter in certain circumstances (see clause 6, 16, 17, 18)

<b>Storage Costs (Payable on commencement)</b>
Deposit Fee: \$
Storage Fee Monthly: \$
Amount Paid: \$

**Banking Details – Please make payment of your deposit into the following account**

Please make monthly storage fee payment into the following account:

**Use shed number and Surname as reference or your Folio number on invoice :**

**Account Name: Bacchus Marsh Real Estate Pty Ltd**

**BSB# 033605**

**Account # 715931**

I acknowledge that the points above have been drawn to my attention and agree to be bound by the conditions of the agreement overleaf:

Storers Name:	Signature:
Accepted and signed by or on behalf of the owner:	
Employee Name:	Signature:
Date of Agreement:	

## **Conditions of Agreement**

### **Storage:**

#### **1. The Storer:**

- a. Has the right to store goods in the space allocated to the Storer by the Owner
- b. Is deemed to have knowledge of the goods in the space

#### **2. The Owner:**

- a. Does not and will not be deemed to have knowledge of the goods
- b. Is not a bailee nor a warehouseman of the goods or Storer acknowledges that the Owner does not take possession of the goods

#### **3. The storer must upon signing the Agreement pay the owner:**

- a. The deposit (which will be refunded by direct transfer within 30 days of termination of this agreement).
- b. First months rent

#### **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 in writing by the owner from time to time. The storage fee is payable in advance by direct debit and is the storers responsibility to see the payment is made on time, in full, throughout the period of storage. The owner does not normally bill for fees.
- b. A cleaning fee, as indicated on the front of this agreement is payable at the owner's discretion.
- c. A late payment fee which become payable each time a storage payment is late as indicated on the front of this agreement.
- d. Any associated postal or telephone costs incurred by the owner in collected late storage fees.

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

### **Default:**

**6.** The Storer acknowledges that, in the event of the Storage Fee, or any money owing, not being paid in full within 42 days of the due date, the Owner may, without further notice, enter the space, retain the deposit and/or take possession and sell or dispose of any goods in the space on such terms that the owner may determine. The owner may also require payment of default action costs, including any costs associated with the seizures of storers space. Any excess moneys recovered by the owner on disposal will be returned to the storer.

### **Access and Conditions**

#### **7. The Storer;**

- a. Has the right to access the space during access areas as [posted by the owner].
- 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 which is acceptable to the owner, and where applicable will be secure the external gates or doors of the premises.
- 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. If storing a car ensure that fuel is not stored in a jerry can or other containers.

- 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 maintain the space by ensuring it is clean and in a state of good repair or a cleaning fee may be deducted from the storers deposit and/or an additional cleaning fee may be required.
- g. Must not attach nails, screws, etc to any part of the space or physically alter it in any way OR must not damage or alter the space without the owner's consent; in the event of damage to the unit, the owner will be entitled to retain the storers deposit to the value of the repairs required.
- h. Cannot assign this agreement.
- i. Must notify the owner in writing of change of address of stores of the storer or the Alternate contact person.
- j. Grants the owner entitlements to discuss any default by the storer with the alternative contact person.

**8.** The owner may refuse access to the space by the storer where moneys are owing by the storer to the owner, whether or not a formal demand for payment of such money has been made.

**9.** The Owner reserves the right to relocate the Storer to another space under certain circumstances.

**10.** No oral statements made by the owner or its employees shall form part of this agreement and no failure or delay by the owner to exercise its rights under this agreement.

**Responsibility;**

**11.** The goods stored at the sole risk and responsibility of the storer who shall be responsible for any day and all theft, damage to and deterioration if the goods shall bear the risk of any and all damage caused by flood or tire leakage or overflow of water, heat, spillage of material from any other space removal or delivery of the goods, pests or vermin or any other reasons whatsoever including acts or omissions of the owner or persons under its control.

**12.** Deliveries and removals from the storers space will not be permitted by any other than the storer UNLESS the storer gives personal or telephone instructions to the owner. The storer must identify themselves by the use of a password if any and name the persons authorized by the storer to enter the storers space.

**13.** Unless specifically covered by insurance the storer will not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art or items of personal sentimental value.

**14.** The storer agrees to indemnify and keep indemnified from the owner from all claims for any loss of damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the space by the store, including the storage of good sin the space.

**15.** 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 be used in the space. This includes laws related to the material stored and any manner stored. The liability for any and all breach of such laws rests absolutely with the storer and includes any and all costs resulting from such breach.

**16.** If the owner has reason to believe that the storer is not complying with all relevant laws the owner may take any action the owner believes to be necessary to so comply, including the action outlined in clauses 18 & 19 and/or immediately dispose of or remove the goods at the storers expense, and/or submit the goods to relevant authorizes. The storer agrees that the owner may take such action at any time even though the owner could have acted earlier.

**Inspection and Entry by the Owner:**

**17.** Subject to clause 18 the storer consents to inspection and entry of the space by the owner provided that the owner gives day's written notice.

**18.** In the event that of an emergency, that is where property, the environment or human life is, in the opinion of the owner; threatened, the owner may enter the space using all necessary force without written consent of the storer but the owner shall notify the storer as soon as possible. The storer consents to such entry.

**19.** Notices will usually be given in writing via email or posted to, the address of the storer or the owner. The storer may also give notice over the phone. In the event of not being able to contact the storer, noticed is deemed to have been given. The storer by the owner if the owner serves that notice to the Alternative Contact person as identified on the front of this agreement.

**20.** If the storer loses or damages the security access toggle/ fob a replacement will be at a cost of \$50.00.

**Termination:**

**21.** Either party may terminate this agreement by giving the other notice as indicated on the front of this agreement, or in the event of not being able to contact the storer, the alternative contact person is identified on the front of this agreement. In the event of illegal or environmentally harmful activities on the part of the storer the owner may terminate the agreement without notice. The Owner is entitled to retain a portion of the deposit if less than the requisite notice is given by the storer. Upon termination the Storer must remove all goods and leave the space in a clean condition and in good state of repair to the satisfaction of the owner on the date specified. The storer must pay any outstanding monies owed to the owner and any expenses on the default or other money owed to the owner up to the date of termination, or clause 6 may apply. Any calculation of the outstanding fees will be by the owner and such calculation will be final.

**21.** 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.