

# BARNES SELF STORAGE

**LISMORE:** Lot 4 Industry Drive, East Lismore (Bottom of Cynthia Wilson Drive)

**GOONELLABAH:** 31 Holland Street, Goonellabah Industrial Estate

**ALSTONVILLE:** Cnr Northcott Cres & Russellton Dr, Russellton Industrial Estate, Alstonville

Office and Postal Address: Barnes Self Storage, Cnr Ballina Rd & Sunrise Crescent, Goonellabah 2480

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Owners Bob, Helen and Carolyn Barnes

## SELF STORAGE AGREEMENT

**STORER** Ms/Mrs/Mr \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Ms/Mrs/Mr \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

Email \_\_\_\_\_

Business Name \_\_\_\_\_ Postcode \_\_\_\_\_

Phone Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

**Please advise us immediately if your address or contact numbers or those of the alternative contact person change.**

Driver's Licence No \_\_\_\_\_ Expiry Date \_\_\_\_\_

Alternative Contact Person: Ms/Mrs/Mr \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Home Address \_\_\_\_\_ Postcode \_\_\_\_\_

Phone Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

### STORAGE DETAILS

Location & Shed No \_\_\_\_\_

Storage Period From \_\_\_\_\_

until seven days notice is given by either party.

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

Key Deposit \$ \_\_\_\_\_

Storage Fee \$ \_\_\_\_\_ per week / month including GST

Late payment fee will apply on overdue accounts.

**Please read the conditions overleaf carefully as by signing this Agreement you will be bound by them.**

I/We agree to be bound by the conditions of this Agreement as shown overleaf.

\_\_\_\_\_  
**Storer's Signature(s)**

Date of this Agreement

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Accepted by Owner

**Signed for and on behalf of Owner** \_\_\_\_\_

Date of this Agreement

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

### MAIN POINTS

- All payments are to be made by the Storer 4 weeks or 1 month in advance (see clause 6).
- Minimum period of storage 1 month.
- 7 days notice must be given for termination of this agreement, or an extra weeks rent will be charged.
- The storage sheds will only be accessible during daylight hours.
- Cleaning fee may be applied at termination of agreement if the shed is not left clean.
- The Storer must notify the Owner of all changes of address and contact phone numbers.
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
- If you fail to comply with the conditions of this agreement the Owner will have certain rights which include forfeiture of your key 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 8).
- The Owner has the right to enter the shed in certain circumstances (see clauses 6, 16, 17 and 18).

I / We acknowledge that these matters have been drawn to my / our attention.

\_\_\_\_\_  
**Storer's Signature(s)**

## 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 and the Storer acknowledges that the Owner does not take possession of the goods.

### COST:

3. The Storer must upon signing the Agreement pay to the Owner:
  - a) The key deposit (which will be refunded on termination of the agreement).
  - b) The key deposit will be retained by Owner if storage space is not left clean to Owners satisfaction.
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 and it is the Storer's responsibility to see that payment is made directly to the Owner, on time, in full, throughout the period of Storage. The Owner does not normally bill for fees.
5. In the event of any government charges being levied on this agreement, the Storer will be responsible for payment.

### DEFAULT

6. **The Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing, not being paid in full within 28 days of the due date, the Owner may, without further notice, retain the key 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 cost associated with the seizure of the Storer's 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 to the Space during the term of storage
  - 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 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 risk to the property of any person;
  - d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
  - e) 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 Storer's key deposit and/or an additional cleaning fee may be required.
  - f) 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 charge the Storer's for the cost of the repairs required.
  - g) cannot assign the agreement;
  - h) must notify the Owner in writing of the change of address of the Storer or the Alternate Contact Person;
  - i) grants the Owner entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this agreement.
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 moneys 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 will operate to waiver those rights.

### RISK AND RESPONSIBILITY

11. 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, heat, spillage of material from any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including acts or omissions of the Owner or persons under its control.

12. Deliveries and removals from the Storer's Space will not be permitted by any person other than the Storer UNLESS the Storer gives personal or telephone instruction to the Owner. The Storer must identify themselves and name the person/s authorised by the Storer to enter the Storer's 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 and items of personal sentimental value.
14. The Storer agrees to indemnify and keep indemnified the Owner from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Storer, including the storage of goods in 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 the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all cost resulting from such a 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 and 20, and / or immediately dispose of or remove the goods to the relevant authorities. 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. The Storer consents to inspection and entry of the Space by the Owner in the case of overdue rent.
18. In the event 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 the written consent of the Storer, but the Owner shall notify the Storer as soon as practicable. The Storer consents to such entry.

### NOTICE

19. Notices will usually be given in writing and left at, 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, notice is deemed to have been given to the Storer by the Owner if the Owner serves that notice on the Alternate Contact Person as identified on the front of this agreement.

### TERMINATION

20. Either party may terminate this agreement by giving the other party notice as indicated on the front of this agreement, or in the event of not being able to contact the Storer, the Alternate Contact Person 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. Upon termination the Storer must remove all goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Storer must pay any outstanding monies and any expenses on default or other monies 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, if the Owner enters the Space under clause 17 and there are no goods stored therein, the Owner may terminate the Agreement without giving prior notice, but the Owner will send notice to the Storer in writing within 7 days.
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.