



TERMS OF STORAGE AGREEMENT

To be read in conjunction with the Stash 'n' Store **RENTAL SCHEDULE**

THIS AGREEMENT is made on the day set out in the **"Stash 'n' Store" RENTAL SCHEDULE BETWEEN**

Daryl Walter SCHMIDT and Elizabeth Zazilia SCHMIDT of Bushman Street Tanunda in the state of South Australia trading as **Stash 'n' Store** carrying out business on the premises on the corner of Basedow Road and Menge Roads Tanunda (hereinafter together with their successors and assigns called "the Owner")

AND

The persons, person or company whose name and address is set out in the **"Stash 'n' Store" RENTAL SCHEDULE** (hereinafter with his/her or their executors and successor or successors in the case of the company called "the Customer")

WHEREAS

- 1. The owner agrees and permits the customer to store the customers goods identified in the "Stash 'n' Store" RENTAL SCHEDULE in the unit for the rental fee and for the period described and set out in the RENTAL SCHEDULE.**
- 2. The owner will be entitled to enter the unit and retain the goods in the event that fees are in arrears, or the owner reasonably suspects that the goods contain substances prohibited under clause eight (8) of this agreement. The customer will not duplicate the key of the owner.**
- 3. Goods are available to the customer to be collected only during hours which the owner from time to time will designate.**
- 4. Maintenance and emergency callouts is only available during normal working hours Monday to Friday excluding weekends and public holidays.**
- 5. The customer will pay to the owner the rental and fees as set out in the "Stash 'n' Store" RENTAL SCHEDULE.**
- 6. The tenant agrees to pay a refundable bond of \$350 for unit at the commencement of the Lease. Bond will be held in trust in BD Real Estate Property Management Trust Account for the term of the Lease.**
- 7. Either the owner or the customer may cancel this agreement by giving fourteen (14) days notice in writing to the other at any time provided however that notice cannot be given to expire before the end of the period set out in the schedule.**
8. Notice shall be given to the respective address set out in the schedule unless written notification of any change of address has been given by one party to the other.
9. All goods shall be removed by the customer at the expiration of the notice of termination or at the expiration of the period set out in the schedule as the case may be. Vacated units are to be left in a clean and tidy state. If units are not left in a clean and tidy condition any deposit paid may be forfeited at the sole discretion of the owner or its assigns. If the unit is damaged or defaced in any way the owner may enter the unit to repair or have repaired the damage and the customer will pay all costs thus incurred to the owner. If the key is lost a sum of twenty dollars (\$20.00) will be payable by the customer for a new key.
10. The customer will not store any goods that are or contain substances that are inflammable or dangerous or are of a wasting or decomposing nature or otherwise unsuitable for storage (excluding paper or other inert materials). Any such article may upon being discovered by the owner be destroyed or sold or otherwise disposed of by the owner as the owner shall think fit and the balances of any moneys realised by any such sale after paying costs thereof and incidental thereto shall be credited to the customer's account. The customer shall not conduct any activity at the premises that disturbs the peace or causes nuisance to other customers of the owner.

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11. All goods are stored at the risk of the customer and the owner shall not be liable for any loss or damage howsoever sustained or incurred to the goods or to the customer his servants or invites or others nor for any loss of damage to the goods directly or indirectly caused by the acts or omissions of the owner or employees agents invitees or licensees of the owner or any other customer of the owner or any other cause beyond the control of the owner.
12. The customer will indemnify and agrees to keep indemnified the owner from and against all claims actions demands costs damages liabilities and proceedings for or in respect of the death or injury of any person or the damage to any property of the customer or the owner or of any other person or company in any way arising out of or relating to the storage delivery or removal of the goods of the customer or arising out of or relating to any activity of the customer or his servants agents invitees or licensees.
13. If the customer defaults in payment of the rental payable hereunder or of any charge payable hereunder for a period of five days after the same shall become due and payable although no legal or formal demands shall have been made or if the customer shall breach any terms of this agreement or shall be made bankrupt or if a company go into liquidation or have a receiver appointed then in any cases the owner may determine this agreement and shall it be lawful for the owner to enter by force if necessary into and upon the unit and take possession of the customers goods therein stored.
14. On termination of this agreement by the owner the owner may without prejudice to any other remedy it may have as a matter of law remove and/or sell and/or dump and goods so stored on such terms as it seems fit the circumstances and the owner shall be entitled to deduct from the proceeds of any sale all moneys owing to the owner on account fees or otherwise. All dumping fees, transport costs and sale expenses shall be borne and paid by the customer.
15. If on the termination of this agreement by effluxion of time or otherwise the customer fails to remove the goods from storage the owner may at expense of the customer remove all the goods from the unit and place them elsewhere and may hold such property subject to the payment of any moneys that may be payable by the customer.
16. Should the owner be served with any order of any court or any warrant or any other process on behalf of any lawfully constituted authority requiring the owner to open the unit or deliver its contents or any part thereof to any person or forbidding the owner to allow access to or opening of the unit the owner will be relieved from all liability to the customer by the reason of the owner's compliance with the terms of any such order or warrant or process. All costs and expenses incurred by the owner incidental to or by reason of its compliance with the terms of any such order warrant or process shall be payable by the customer on demand being made by the owner.
17. The owner will be entitled to charge a late payment fee of twenty per centum (20%) per annum of the rental fee which remains owing.
18. At the option of the owner the provisions of the Unclaimed Goods Act and/or the Warehousemen's Lien act may be applied.
19. This agreement grants no rights of tenancy lease or licence to the customer.
20. The rights granted to the customer are not assignable.
21. If this agreement is not for a fixed period or if the period of storage has expired and the customer continues to store goods in the unit then the customer will hold or continue to hold the unit on a weekly basis and the owner may at any time change the weekly rental fee provided that not less than five (5) days' notice shall be given to the customer.
22. In the event that any provision of these terms shall become illegal, invalid or unenforceable such provisions shall be served from these terms. The entire terms shall not fail the account thereof and the balance of these terms shall continue in full force and effect.
23. This agreement shall be interpreted under the laws of the State of South Australia.