



SELF STORAGE AGREEMENT



By applying for the Storage Space the Storer(s) agree to Apex Storage or Faunt & Emmett Real Estate undertaking a search of the Storer's details against TICA and the Storer(s) agree to the details and personal information supplied hereunder being released to TICA pursuant to the Personal Information Document and the terms and conditions set out at www.tica.com.au/policies.php

STORER #1 - DETAILS

Storer # 1: First Name:.....Surname:.....
Address:.....Postcode:.....
Postal Address (if not as above).....Postcode:.....
Home Phone:.....Mobile.....Email:.....
Vehicle Make:.....Reg No.:.....Colour.....

STORER #2 - DETAILS

First Name:.....Surname:.....
Address:.....Postcode:.....
Postal Address (if not as above).....Postcode:.....
Home Phone:.....Mobile:.....Email:.....
Vehicle Make:.....Reg No.:.....Colour.....

COMPANY NAME:.....ACN / ABN:.....
Address:.....Postcode:.....
Postal Address (if not as above).....Postcode:.....

ALTERNATE CONTACT PERSON (ACP):

First Name.....Surname.....
Home Address.....Postcode:.....
Postal Address (if not as above).....Postcode:.....
Home Phone:.....Mobile:.....Email:.....

YOUR SPACE NO:..... located at 6 Fleming St. Nanango, Qld. **DIAL THIS NUMBER FROM YOUR MOBILE TO OPEN THE GATE: 0493107545**

PERIOD: From/...../..... To...../...../.....
and thereafter extended automatically as indicated hereunder until the specified Notice of Termination is given in writing by either party.

STORAGE FEES (Payable in advance from the date of commencement of this Agreement)

Weekly Storage Fee \$Per Week (automatically extended by one (1) week subject to one (1) weeks' Notice of Termination by either Party)
DEPOSIT: \$.....(No less than Four (4) times the Weekly Storage Fee)

1. THE SPACE AND THE STORER'S GOODS

The Storer:

(a) may only store Goods in the Space allocated to the Storer by Apex Storage or Apex Storage's authorized Agent (Fitzsimmons Real Estate acting for AS in the capacity of Facility Manager). Hereinafter "AS" and "Facility Manager" are collectively referred to as "AS":

(b) The Storer(s) warrant that they are fully aware of all Goods stored in the Space and that they are the legal owner of the Goods in the Space, and/or are legally entitled to store them accordance with this Agreement.

(c) The Storer acknowledges that AS is not aware of any detail whatsoever as to the Goods stored in the Space other than as declared by the Storer to AS being in compliance with the provisions of Clause 10 (b) hereunder.



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(d) The Storer may access the Facility between 6:00 AM and 7:00 PM seven (7) days a week subject to Storage Fees being paid on time in accordance with this Agreement. **The Security Gate will not open after 7 PM and the Storer must depart the facility before 7 PM. The Storer shall be solely liable for any circumstantial cost related to the Storer's failure to depart the facility before to the mandatory closing time.**

(e) The Storer(s) are solely responsible for ensuring that the Storer's vehicle(s) entering the facility and / or any vehicles that enter the facility on the Storer's behalf are no larger than the following: See Attachment for detail. **The Storer shall not provide access to the facility for vehicles or persons other than those authorized in this Agreement.**

1. Moving Van or equivalent no greater than 6.4 meters in length.
2. Passenger vehicle or Utility vehicle or a 2 or 4 Wheel Drive Vehicle with attached 8 X 5 Trailer.

2. POSSESSION

(a) The Storer acknowledges that AS is not a bailee nor a warehouseman of the Goods.

(b) The Storer acknowledges that the Storer is deemed to be "in possession of the Goods at all times" excepting when the Storer is in Default and the provisions of Clause 6 are enforced by AS.

3. FEES IN ADVANCE:

Upon signing the Agreement, the Storer must pay to AS the in advance Fees indicated in (a) and (b) hereunder:

(a) the Deposit (no less than four (4) times the weekly Storage Fee which, where applicable, will be refunded as soon as reasonably practical following Termination in accordance with the terms and conditions of this Agreement)

(b) the Weekly Storage Fee as specified in this Agreement and agreed by the Storer.

(c) by no later than the due date the Storer must (as a minimum) pay in advance for the following one (1) week storage period as agreed by the Storer. Any Storage Fees paid by direct deposit/direct credit ("Direct Payment") must be clearly identified as reasonably directed by AS. AS 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;

4. OTHER FEES

The Storer

(a) must pay a Cleaning Fee (at cost) if in the reasonable opinion of AS the Space has not been properly cleaned after the Storer has removed the Goods.

(b) a Late Payment Fee in the case that payments are not received on time and have not been paid within fourteen (14) days after the due date.

(c) any reasonable costs incurred by AS 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.

(d) any government taxes or charges (including any goods and services tax GST) being levied on this Agreement, or any supplies pursuant to this Agreement.

5. INCREASES IN STORAGE FEES

AS will provide notice no less than twenty-eight (28) days prior to the date of any intended increase in Storage Fees. If the Storer objects to the increase they may, before the expiration of the 28 days' notice, terminate the Agreement and fully vacate the Space giving no less than 24 hours' notice.

6. DEFAULT:

(a) The Storer acknowledges that in the event the Storage Fee or any other Fees owing under this Agreement have not been paid in full within forty two (42) days following the date such Fees are due then AS may retain the Deposit and enter the Space by whatever means reasonably deemed necessary by AS and remove, sell or dispose of any Goods in the Space on such terms that AS may determine, ("Default Action"). AS will give no less than fourteen (14) days' notice of intended disposal.

(b) For the purposes of the Personal Property Securities Act 2009, AS is deemed to be in possession of the Goods from the date and time AS accesses the Space. The Storer consents to and authorizes the sale or disposal by any means of all Goods regardless of their nature or value. AS 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.

(c) Any funds in excess of the Fees owe will be returned to the Storer as soon as reasonably practical following the sale of goods. If the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority. If the Storer has more than one Space with AS, default on either Space authorizes AS to take Default Action against all Spaces.

7. DISPOSAL – HEALTH RISK

If AS reasonably believes there is a health and safety risk associated with the assessment, sorting, handling, inventorying of Goods in the Space then AS may partially or completely dispose of the Goods without assessing, sorting, handling, or inventorying. AS will give no less than fourteen (14) days' notice of intended disposal.

8. DISPOSAL UPON TERMINATION

Further, upon Termination of the Agreement (Clause 23) by either the Storer or AS, in the event that a Storer fails to remove all Goods from their Space or the Facility then AS is authorized to dispose of all Goods by any means seven (7) days from the Termination Date, regardless of the nature or value of the Goods.

9. DISPOSAL – UNATTENDED ITEMS

Any items left unattended in common areas or outside the Storer's Space may at AS's reasonable discretion be sold, disposed, moved or dumped immediately at the expense and liability of the positively identified Storer.



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10. STORAGE CONDITIONS

The Storer:

(a) will be solely responsible for securing the allocated Space at all times when unattended by the Storer by means of adequately sized padlock(s).

Where the Storer fails to adequately secure the Storer's Space, AS may apply an adequately sized padlock(s) and post the keys to the Storer at the Storer's expense.

(b) must not store any Goods that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living things, items affected by moisture, or items that are a risk to the Property of any person;

(c) is solely responsible for arranging Insurance Cover at Storer's cost for all items deemed by the Storer to be of value including but not limited to currency, jewelry, furs, deeds, paintings, curios, works of art, items of personal sentimental value. **AS is not responsible for providing any Insurance Cover of any kind for the Storer's goods.**

(d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity including reside, dwell or loiter in the Space;

(e) must not alter or damage the Space or attach nails, screws or any other fixture to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair at all times. In the event of uncleanness or damage to the Space or the Facility or to other Storer's goods AS may retain the Deposit, charge a Cleaning Fee and / or repair the damage at the sole cost of the Storer.

(f) cannot assign this Agreement;

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

(h) grants AS full authority to provide information AS holds regarding the Storer (including default information) to the ACP registered in this Agreement. Further, where AS reasonably believes that the Storer is unwilling or unable to remove Goods from the Space upon termination or default of the Agreement, AS may allow the ACP to remove the Goods on such terms as agreed between AS and the ACP without the need for further consent from the Storer. If AS has reasonable proof that the Storer is deceased, AS may access the Space by any means necessary and release all Goods to the ACP;

(i) 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.

(j) is responsible (and must pay) for loss or damage caused by any third party(s) who enter the Space or the Facility at the request, direction, or as facilitated by the Storer.

11. RIGHT TO REFUSE ACCESS

AS and AS retain the right to temporarily suspend access to the Facility in the case the Storer has not paid the Storage Fees on the due date in accordance with this Agreement.

12. CONSEQUENTIAL DAMAGE

AS will not be liable for any consequential loss or damage suffered by the Storer as a result of any inability to access the Facility or the Space.

13. RE-ALLOCATION OF SPACE

AS retains the right to relocate the Storer to another Space at AS sole cost under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment of the Facility.

14. EXTRAORDINARY EVENTS

AS 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 AS, severely damaged, or dangerous to the Facility, any persons, or other Storers and/or their Goods. Where practicable, AS will provide the Storer with reasonable Notice and an opportunity to review the Goods before the Goods are disposed of.

15. STORER'S ACKNOWLEDGEMENT OF SATISFACTION

The Storer acknowledges that it has raised with AS all questions relevant to its decision to enter this Agreement and that AS has, prior to the Storer entering into this Agreement, answered all such questions to the satisfaction of the Storer.

16. RISK AND RESPONSIBILITY

The Goods are stored at the sole risk and responsibility of the Storer. The Storer shall be responsible for any and all theft, damage to, and deterioration of the Goods including damage caused by flood or fire or leakage or overflow of water, mildew, mold, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

17. INDEMNITIES

The Storer agrees to indemnify, defend, and hold harmless AS and its officers, directors, employees, agents and representatives from and against any and all liability, loss, damage, expense, claims and demands of every kind and character including reasonable attorneys' fees, for injury or death to person(s) or damage to property, arising out of or in connection with the use of the Space by the Storer, or the Storer's Goods, or acts or omissions of the Storer or its officers, directors, employees, agents and representatives.

18. COMPLIANCE WITH THE LAW

The Storer agrees to comply with all relevant laws including Acts and Ordinances, Regulations, By-laws and Orders applicable to the use of the Space. This includes laws relating to hazardous material storage and Regulations governing its disposal by the Storer, or AS in the case of Default. Such liability and responsibility rests solely with the Storer and includes all costs damages or liabilities resulting from such a breach.



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19. ILLEGAL ACTIVITY

If AS reasonably believe that the Storer is not complying with any relevant laws or is engaging in illegal activity then AS may take any action it reasonably believes necessary including the action outlined in clauses 21 (a), 21 (b) and 23, contacting, cooperating with and/or handing over Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense and liability. No failure or delay by AS to exercise its rights under this Agreement will operate to waive those rights.

20. ROUTINE ENTRY

The Storer consents to routine inspection and entry of the Space by AS provided that AS gives fourteen (14) days' Notice to the Storer.

21. EMERGENCY ENTRY

(a) The Storer agrees that in the event of an emergency, and where obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of AS, threatened, then AS may enter the Space using all necessary force without the consent of the Storer and shall thereafter notify the Storer as soon as reasonably practical.

21(b) The Storer agrees that in circumstances where AS reasonably suspects a breach of the law or damage to the facility, AS may use whatever means necessary to inspect the inside of the Space and any evidence obtained which indicates a breach of the Agreement or the law may be relied upon by AS to take any action authorized under this Agreement, including terminating the Agreement and/or cooperating with law enforcement agencies and other authorities.

22. NOTICES

Notices by either Party to the other must be in writing and be transmitted by Email or SMS, or otherwise delivered to, or posted the recipient's address. Notice is deemed to have been given to the Storer if AS has sent Notice to the last notified address or has sent Notice via SMS or Email to the Storer or the ACP without AS having received any electronic notification of non-delivery. Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

23. TERMINATION

(a) On expiry of the initial fixed period of storage, either Party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with the notice period indicated in this Agreement. AS is entitled to retain or charge a pro-rata storage fees if less than the required notice is given by the Storer.

(b) In the event the Storer materially breaches the terms and conditions of this Agreement then AS will provide seven (7) days' notice to the Storer to remedy the breach. In the case the Storer refuses to remedy such breach to the reasonable satisfaction of AS within seven (7) days of receipt of such notice then AS may terminate the Agreement and proceed with Default action in accordance with Clause 6.

(c) The Storer must remove all Goods in the Space by 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 reasonable satisfaction of AS. In the event that the Storer leaves Goods in the Space after the Termination Date the provisions of Clause 8 will apply. The Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to AS up to the Termination Date, otherwise Clauses 6, 7 or 8 may apply.

24. SURVIVAL

The Parties' liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement shall survive Termination of this Agreement.

25. SEVERANCE

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

Agreed on thisday of (Year).....

Storer #1

Signature.....

Storer # 2

Signature.....

Apex Storage (Faunt & Emmett Real Estate on behalf of AS)

Signature:.....



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APEX STORAGE FACILITY ACCESS - MAXIMUM VEHICLE / TRAILER SIZE



Typical 6.4 meter Moving Van

Length: 6400 mm overall

Width: 2300 mm overall



Typical 8 x 5 Trailer
Length: 3700 mm
Width: 2000 mm



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RECOMMENDED LOCKS

Apex Storage places a high priority on ensuring that our Self Storage Facilities are well protected against opportunistic theft. We install Barbed Wire and / or spiked topped Security Fencing of an appropriate height. Activity at the Security Gate entrance and around the Facility is largely captured on our Closed-Circuit Security Camera Systems. Sensor Security lights protect vulnerable spaces. The majority of Roller Doors in our Nanango facility have been fitted with two locking devices. If your assigned space has only one locking device then we encourage you to request the Manager for a free upgrade to a second locking device. If you have already occupied your Space then you must be onsite to open your space and attend the installation.

However, it remains the sole responsibility of our registered Storer(s) to arrange adequate Insurance Cover for their Goods and to at all times secure their allocated Storage Space with adequately sized, good quality, suitably designed Padlocks.

Apex Storage strongly recommends a Short Shackle, high quality Padlock such as the Padlock depicted in Fig 1 below. Whilst a longer shackle Padlock depicted in Fig 2 still provides a reasonable level of protection, the longer shackle makes it easier to cut or pry the lock open.

RECOMMENDED SHORT SHACKLE LOCK

MASTER LOCK TYPE 2240DAU with 6mm Shackle (or larger / similar in design)



Fig 1



GENERAL & EMERGENCY ENTRY AND EXIT INSTRUCTIONS

TO OPEN THE GATE, DIAL THIS NUMBER FROM THE MOBILE PHONE REGISTERED IN THIS AGREEMENT : **0493107545**

You **MUST** leave the facility before 7:00 PM in the evening. The gate will not open after 7:00 PM.

Make sure your Mobile has sufficient battery charge to last until after you have departed the facility.

In the case that there is a Mobile Phone outage, or you are for some other reason unable to make Mobile Phone calls other than Emergency (SOS) Calls, then Dial 000 and request Police to call the following Mobile Numbers in order of priority and request that you be provided with Management assistance:



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0455 565 588

0409 125 276

0434 001 513

PLEASE ASSIST APEX STORAGE IMPROVE ITS SERVICE TO OUR VALUED CUSTOMERS BY ANSWERING THE FOLLOWING QUESTIONS:

HOW DID YOU FIND APEX STORAGE?	<input checked="" type="checkbox"/>
Yellow Pages ?	<input type="checkbox"/>
Google ?	<input type="checkbox"/>
Faunt & Emmett Real Estate ?	<input type="checkbox"/>
Other (Please describe):	<input type="checkbox"/>
WHY DO YOU NEED STORAGE SPACE ?	<input type="checkbox"/>
Moving House ?	<input type="checkbox"/>
Need extra space in your home?	<input type="checkbox"/>
Other (Please Describe):	<input type="checkbox"/>