

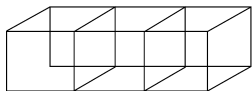
AGREEMENT NO

Sydney Arcade Ph: 02 9223 2220

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Email: info@cbdstorage.com.au

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CBDStorage

MANAGED SELF STORAGE AGREEMENT ©



I.D. Copied

STORER DETAILS Company Name:.....ABN:.....

Ms/Mrs/Mr.....First Name:.....Surname:.....

Ms/Mrs/Mr.....First Name:.....Surname:.....

Home /Business Address:.....Postcode:.....

Postal Address:.....Postcode:.....

Phone Nos: Home: Work..... Mobile.....

Email : How did you find out about us?

I consent to receiving correspondence from CBD Storage by SMS to the mobile no above Yes, I consent to SMS notification

By consenting to receiving all correspondence from this Facility by email you agree that no Notices or correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary Yes, I consent to email only.

Alternate Contact Person: Ms/Mrs/Mr/Miss First Name.....Last Name.....

Home Address.....Postcode:.....

Phone Nos: Mobile:.....Email:.....

Please advise us immediately if your address or contact numbers or those of your alternate person change

STORAGE DETAILS

Space:.....Storage Period: From.To:.....and then extended automatically untildays notice is given by either party.

STORAGE COSTS: (Payable on the date of commencement)

- Deposit: \$.....
 - Storage Fee \$.....per week / fortnight / Calendar month
 - Cleaning Fee: \$49.50 Plus any related cleaning and / or removal costs
 - Administration Fee \$55.00
 - Late Payment Fee \$49.50 applied 14 days after due dates
 - Fee for any cheque returned unpaid \$49.50 plus Bank Fee \$15.00
- All Fees include GST, except the Deposit and Late Fee

PLEASE READ 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].....

Storer's Signature].....

Date of this Agreement day of 20.....

Accepted by Facility Owner – Signed for on behalf of Facility Owner

.....

STORER CHECK CONSENT

By applying for storage with this Facility I/we consent to the undertaking a search of my/our details against the Storer Check Pty Ltd database, and to my/our details and personal information being released to Storer Check Pty Ltd pursuant to the Personal Information Document and the terms and conditions set out at www.storercheck.com.**(CROSS OUT IF NO CONSENT GIVEN)**

MAIN POINTS (SEE OVER)

- All payments are to be made in advance by you (the Storer).
- Goods are stored at your sole risk. **You should take out insurance cover**
- The Owner is not liable for the loss of any goods stored on its premises.
- You must not store hazardous dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods
- The Space will only be accessible during set access hours as posted by Owner
-**days notice must be given for termination of this agreement**
- The Storer must notify the Owner of all changes of address and contact telephone numbers
- If you fail to comply with the conditions of this agreement the Owner will have certain rights which 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 11)**
- The Owner has the right to enter in certain circumstances **(see clauses 6, 13,15,20,21 & 23)**

I/we acknowledge that these main points have been drawn to my/our attention

Storer's Signature].....

Storer's Signature].....

I/we accept/decline insurance of my/our goods

Storer's Signature].....

Storer's Signature].....

(Cross out if insurance was not offered)

MANAGED STORAGE AGREEMENT TERMS AND CONDITIONS

STORAGE:

- The Storer:
 - may store Goods in the Space allocated to the Storer by the Facility Owner ("FO"), and only in that Space;
 - is deemed to have knowledge of the Goods in the Space;
 - warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.
- The FO:
 - is a bailee of the Goods (which includes all Goods stored in the Space at any given time), and
 - has a general lien over all Goods until the FO receives payment of any sum due to it. If the FO does not receive payment within 6 months after payment is due, the FO may, subject to the PPSA and other terms of this Agreement including Clause 6, without any further notice to the Storer or any other person interested in the Goods, sell the Goods by public auction or private treaty and deduct any amounts due to the FO including the expenses of selling and delivering the Goods.

FEES, COSTS AND EXPENSES:

- The Storer must upon signing the Agreement pay to the FO:
 - The Deposit (which, when applicable, reasonable endeavours will be used to refund by cheque within 30 days of termination of this Agreement), and/or (b) the Administration Fee.
- The Storer is responsible to pay:
 - The Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer by the FO from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to ensure that payment is made directly to the FO, on time, in full, throughout the period of storage. The FO will not send a monthly invoice to the Storer unless otherwise agreed in writing. Any Storage Fees paid by direct deposit/direct credit will not be credited to Storer's account unless the Storer identifies the deposit clearly and as directed by the FO. The FO is indemnified from any claim for enforcement of the Agreement due to the Storer's failure to identify a deposit, including the sale of Goods
 - The Cleaning Fee, as indicated on the front on this Agreement, is payable on demand at the FO's discretion.
 - A Late Payment Fee, as indicated in the Agreement, becomes payable each time a payment is late.
 - any Costs or Expenses incurred by the FO in collecting late or unpaid Storage Fees, maintaining the Goods, selling the Goods in enforcement of lien, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, advertising, personnel and/or the default action (including legal costs on client/solicitor basis) costs.
- The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

DEFAULT:

- Notwithstanding Clause 23, the Storer acknowledges that, in the event of the Storage Fee, Cost, Expenses or any other money owing under this Agreement, not being paid in full within six (6) months of the due date, the FO may, without further notice, enter the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the FO may determine. The FO may also require payment of default action Costs, including any Costs or Expenses associated with accessing the Storer's Space, maintaining the Goods, and disposal or sale of the Storer's Goods. In the event excess moneys are recovered by the Owner on disposal they will be returned to the Storer. In the event that the Storer cannot be located, excess moneys will be deposited with the Public Trustee or equivalent authority.

RIGHT TO DUMP

- If, in the opinion of the FO and entirely at the discretion of the FO, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, the FO may dispose of all Goods in the Storer's Space by any means. Further,
- Upon Termination of the Agreement (Clause 23) by either the Storer or the FO, in the event that a Storer fails to remove all Goods from their Space or the Facility the FO is authorised to dispose of all Goods by any means 7 days from the Termination Date, regardless of the nature or value of the Goods.
- Any items left unattended in common areas or outside the Storer's Space at any time may, at the FO's discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

ACCESS AND CONDITIONS:

- The Storer:
 - has the right to access their Goods during Access Hours as posted by the FO and subject to the terms of this Agreement;
 - must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - the Storer must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
 - will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
 - must not attach nails, screws etc to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the FO's consent; in the event of uncleanliness of or damage to the Space or Facility the FO will be entitled to retain the Storer's deposit, charge a cleaning fee, and/or full reimbursement from the Storer to the value of the repairs required.
 - cannot assign this Agreement;
 - must give Notice to the FO in writing of the change of address, phone numbers or email of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change;
 - grants the FO entitlement to discuss any default by the Storer with the ACP registered on the front of this Agreement;
 - must not apply a padlock to their Space to which the FO does not have a key or the ability to unlock. Any such lock will be forcefully removed at the Storer's expense.

11. The FO may refuse access to the Space by the Storer where money is owing by the Storer to the FO, whether or not a formal demand for payment of such money has been made.

12. The FO will not be liable for any loss or damaged suffered by the Storer resulting from an inability to access the Facility or the Space, regardless of the cause.

13. The FO 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 opinion of the FO, severely damaged, of no commercial value, or dangerous to the Facility, any persons, or other Storers and/or their Goods. The FO does not need the prior approval of the Storer to take this action but will send Notice to the Storer within 7 days of taking this action.

14. The Storer :

- agrees that the terms of this document together with the Privacy Document constitute the whole contract with the FO and that, in entering this contract, the Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement.
- acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the FO and that the FO has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the FO, been reduced to writing and incorporated into the terms of this Agreement.

15. The FO reserves the right to relocate the Storer to another Space at the FO's sole discretion without reference and/or explanation to the Storer.

16. No oral statements made by the FO or its employees shall form part of this Agreement, and no failure or delay by the FO to exercise its rights under this Agreement will operate to waive those rights.

RISK AND RESPONSIBILITY:

17. 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, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

18. The Storer agrees to indemnify and keep indemnified the FO from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Facility, the FO or third parties resulting from or incidental to the use of the Space by the Storer, including but not limited to the Storage of Goods in the Space, the Goods themselves and/or accessing the Facility.

19. 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 costs resulting from such a breach

20. If the FO has reason to believe that the Storer is not complying with any relevant laws the FO may take any action the FO believes to be necessary, including but not limited to the action outlined in Clause 21 and 23, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense. The Storer agrees that the FO may take such action at any time even though the FO could have acted earlier.

INSPECTION AND ENTRY BY THE FO:

21. The Storer acknowledges that the FO has the right to access the Space and may access the Space for any purpose, including the deposit or retrieval of Goods on the Storer's specific, general or implied instructions, in the event of emergency, that is where property, the environment or human life is, in the opinion of the FO, threatened, to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose the FO believes necessary for the enforcement of this Agreement or the operation of the Facility.

NOTICE:

22. Notices will usually be given by SMS or email, or otherwise will be left at, or posted to, or faxed to the address of the Storer. In relation to the giving of Notices by the Storer to the FO, Notices must actually be received to be valid. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the FO if the FO serves that Notice on the ACP as identified on the front of this Agreement, and/or has sent Notices to the last notified address or other contact including SMS or email of the Storer or ACP. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this agreement. Further, the Storer and the FO agree that the FO may but is not obliged to give notice of any sale in enforcement of a lien arising in relation to this Agreement in a newspaper distributed throughout the state, and may include the Storer's name for this purpose.

TERMINATION:

23. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Storer the FO may terminate the Agreement without Notice. The FO 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 in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the FO on the date specified. The Storer must pay any outstanding money and any expenses on default or other money owed to the FO up to the date of termination, or Clause 6 may apply. Any calculation of outstanding Fees will be by the FO and such calculation will be final. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without giving prior Notice, but the FO will send Notice to the Storer in writing within 7 days

24. The Storer's liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

PERSONAL PROPERTY SECURITIES

25. In this clause "PPSA" means the *Personal Property Securities Act 2009* and any Regulations as amended from time to time. For the purposes of this Agreement the terms used in clauses 16, 17, 18, 19 and 20 have the same meaning as contained in the PPSA.

26. The FO's lien over the Goods constitutes a security interest for the purposes of the PPSA and this Agreement is a Security Agreement. The Storer must, at its cost and immediately upon the FO's request:

- do all things reasonably required (including execution of documents) to ensure the FO has a continuously perfected security interest (as defined in the PPSA) created in the Goods pursuant to this Agreement. This includes, but is not limited to: (i) providing details of any item of collateral sufficient to complete registration of the security interest in accordance with the requirements of the PPSA; (ii) enabling the FO to apply for registration of or give any notification in relation to the security interest; (iii) enabling the FO to exercise rights in relation to the security interest;
- procure from any person considered by the FO to be relevant to its security position, such agreements and waivers as the FO may at any time require to ensure the FO attains the highest ranking security possible in respect of the security interest;
- not claim nor exert any right of possession over the Goods in any manner contrary to the FO's lien or right to possession of the Goods.

27. Where permitted by the PPSA:

(a) the Storer waives any right to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

(b) the FO and Storer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA shall apply to this Agreement.

28. To the extent permitted by the PPSA:

(a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Storer or which place obligations on the FO will apply only to the extent that they are mandatory or the FO agrees to their application in writing;

(b) where the FO has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

29. The Storer hereby consents and appoints the FO to be an interested person and the Storer's authorised representative for the purposes of section 275(9) of the PPSA.

30. The Storer agrees not to register a security interest over the FO.

SEVERANCE:

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

MEDIATION OF DISPUTES:

33. The parties must endeavour to settle any dispute in connection with this Agreement by mediation, which is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief, that it has first offered to submit the dispute to mediation.