AGREEMENT INFORMATION

Storage Units 29-31 Johnson Street, Maffra

Wellington
REAL ESTATE

Each applicant will need to supply identification with this application

Driver Licence/Passport	Proof of age card	Medicare card
Pension Card	Utility account	Student id card

Date	
Owner Justin McKenzie Pty Ltd.	
Agent	**Wellington Real Estate Maffra Pty Ltd**, 136 Johnson Street, Maffra VIC 3860 Telephone: 51 411 026 Email: realestate@wremaffra.com.au
Unit	**Location**:
Term	From: Until:
Goods	The goods stored in the **Unit** by the **Storer**
Storage	The storing of goods in the **Unit**
Access times	24 hours 7 days a week

Storer renter of Unit being an individual	Name:	Next of Kin Ph:
Address:		
Telephone number:		
Email:		
Vehicle description & Reg number:		
Drivers licence number:		

The **Storer** signs here confirming their agreement to the information herein and their agreement to be bound by the terms and conditions herein	Signature:

Storer renter of unit being a Corporation	Company name:
	ACN number:
	ABN number:
	Description of company business:
Signatory (for and with the authority of the company)	Name:
	Relationship to the company:
The **Signatory** signs here confirming the company's agreement to the information herein and the company's agreement to be bound by the terms and conditions herein <u>and</u> (see clause 1) the signatories agreement <u>guaranteeing</u> the company's performance of the terms and conditions herein	Signature:

Signed by the **Agent** for **Owner**	Signature:

Please note there is a minimum of 4 weeks for any storage period (not negotiable). **All rent must be paid prior to the due date each month and in advance at all times.**

Bond	$200	To be paid by **Storer** to **Agent** for owner before commencement of storage.
Administration fee	$ 40	To be paid by **Storer** to **Agent** before commencement of storage. (Includes GST)
Storage rent	$	To be paid monthly in advance by **Storer** to **Agent.** (Includes GST)
Pro Rata	Pro rata rent commencing: __/__/20__ to 09/__20__(inclusive)= __days @ $____ (Includes GST)	

Initial _____

Late payment fee	$ 10	To be paid by **Storer** to **Agent** for owner on each separate occurrence of Storage Fee not being paid by required time
Lost Key	$30	To be paid by **Storer** to **Agent**
Penalty interest rate	The rate of interest per annum calculated daily as is from time to time set by schedule 2 of the Penalty Interest Rates Act Victoria 1983
Payment Default	Where **Storer** has for a period of 30 clear days or more not paid all due and payable monies of this agreement to the Agent for the owner.
Usage Default	Where **Storer** has not complied with terms and conditions of this agreement not being a Payment Default

TERMS AND CONDITIONS

1. This agreement made on **Date** between **Owner** and **Storer** binds the parties to the terms and conditions herein and where **Storer** is a Corporation **Signatory** hereby guarantees to **Owner** the company's performance of all terms and conditions of this agreement including the payment of monies.
2. The signing of this agreement by an agent is confirmation by that agent of their authority to act for the **Storer** or **Company** and the **Owner** relies on that authority.
3. In return for payment of **Storage Fee** by **Storer** the **Owner** provides **Unit** for **Term** as from time to time extended by written agreement and otherwise in accordance with these terms and conditions.
4. **Storer** is deemed to have knowledge of **Goods** stored in **Unit** and **Goods** must not be flammable, explosive, noxious or dangerous and must not be perishables or food or feedstuffs of any kind.
5. **Owner** and/or **Agent** do not have and cannot be deemed to have knowledge of **Goods** stored.
6. **Owner** and/or **Agent** reserve the right to refuse storage of any particular **Goods** including **Goods** reasonably considered to be at risk of theft or loss including loss of value.
7. At all times **Goods** stored or in transit are in every respect at **Storer**'s risk and at no time is **Agent** or **Owner** liable for **Goods** either for damage or loss of **Goods** or for any consequential damage or loss.
8. Where for the better conduct of **Owner**'s business **Owner** or **Agent** calls for the moving of **Goods** from one **Unit** to another then **Agent** may on 21 days notice to **Storer** relocate **Goods** at **Owner**'s cost.
9. **Storer** in every respect indemnifies the **Owner** and/or **Agent** against all loss and damage whether direct and/or consequential of any nature whatsoever resulting from or related to **Storage** and use of **Unit** by **Storer** and/or any person or persons who by way of their knowledge of and/or relationship with the **Storer** attend at the **Unit** or Unit premises.
10. On 14 days notice by **Agent** to **Storer** the **Agent** may enter **Unit** and inspect **Goods** to ensure compliance with any term or condition herein.
11. Where in emergency or otherwise on reasonable grounds **Agent** believes stored Goods are dangerous or may cause or be at risk of loss or damage **Agent** may take action to reduce or mitigate loss or damage at **Storer's** cost including costs of emergency services.
12. From time to time **Owner** may increase **Storage Fee, Administration Fee** or **Late Payment Fee** with notice to **Storer** and where after 30 clear days **Storer** has not elected to bring the storage to an end and clear **Unit** of all goods leaving **Unit** in a clean and undamaged condition then the notified increase(s) shall apply and the AGREEMENT INFORMATION above is amended accordingly.
13. The storage may be terminated by either party giving the other party 14 days written notice.
14. All monies payable pursuant to this agreement are payable up until all **Goods** are removed from **Unit**.
15. Where **Unit** requires cleaning and/ or repairs **Agent** is to forthwith arrange such work and costs of such works are payable by the **Storer** first from any available bond and then as a debt due and payable.
16. Where the **Unit** is damaged or made unusable by **Storer** the **Storer** is to continue to pay all monies pursuant to this agreement until **Unit** is again available for rent.
17. Where the **Storer** is in breach of this agreement the **Agent** may refuse **Storer** access to **Unit** until breach has been made good including by changing or adding lock/s.
18. Where the **Storer** is in breach of this agreement and has not after 30 days notice to the address above made good the breach then **Agent** may dispose of **Goods** as **Agent** considers reasonable including by public auction without reserve and from the net proceeds pay all monies due to the **Owner** the balance payable to **Storer**.
19. The **Agent** acts for the **Owner** and may take any legal and/or recovery action for the owner, all legal and recovery action costs against the **Storer** are payable by the **Storer** to the owner.
20. The owner is not a Bailee of the **Goods**. The owner is not a warehouseman in respect of the **Goods**. The owner does not at any time take possession of the **Goods**.
21. Any communications received by **Agent** that the **Agent** reasonably believes to be of or by the **Storer** are deemed to be communications of the **Storer**.
22. Any term or condition of this agreement that is unenforceable or illegal is hereby deemed removed and the remainder of this agreement stands in full force and effect.
23. The only notice or information that either party can rely upon is notice or information provided in writing and notice by email or text message is deemed received upon sending.
24. This agreement contains all terms of the agreement between the parties and no other representations including oral representations are to be relied upon or are enforceable.
25. Words in **bold** have the meaning given to them in the AGREEMENT INFORMATION and the information with the words Storer and Signatory are hereby terms and conditions of this agreement.

Initial _____