

TERMS AND CONDITIONS

1. COSTS

1.1. At the time of signing the Tenancy Agreement, the Tenant must pay to the Landlord:

- (a) The Security Deposit;
- (b) The first month's Rental Amount; and
- (c) If the Goods Stored are to include furniture, a further two month's Rental Amount so that the tenant has paid 3 months in advance.

1.2. The Tenant must pay:

- (a) The Rental Amount monthly in advance on the first day of the month;
- (b) Any costs incurred by the Landlord collecting unpaid rent including but not limited to legal costs and debt collection costs.

2. KEYS

2.1. If the storage shed is numbered between 1 & 20, the Tenant is solely responsible for providing locks and securing the storage shed

2.2. If the storage shed is numbered between 21 and 34, the Tenant is not responsible for the provision of a lock but is solely responsible for securing the storage shed.

2.3. On the termination of the tenancy or on demand of the Landlord, the Tenant must return all keys supplied by the Landlord.

2.4. Rental payments will continue to be payable until keys are returned to the Landlord regardless of whether the tenancy has terminated.

3. USE OF STORAGE SHED

3.1. The Tenant agrees:

- (a) To keep and at the end of this Tenancy, deliver the premises to the Landlord in a clean condition and in good repair or a cleaning fee may be deducted from the Tenant's Security Deposit;
- (b) To use the premises solely for the purpose of storage and will not permit any act which may cause nuisance, discomfort or annoyance to any person or which may render the Landlord liable to pay more than the present amount of water rates or sewerage or cleansing charges or which may render the Landlord liable to pay in respect of the building more than the ordinary or present rate of premium for insurance against fire or which may make void or voidable any policy for such insurance.



- (c) They shall not run the engine of any motor car or boat whilst the same is in the premises except so far as it may be necessary for entering or leaving the premises
- (d) They must not store any materials or substances that are inflammable, explosive, hazardous or harmful including but not limited to motor fuel, lubricating oil, gas or that are risk to any person or their property
- (e) Not to make any alterations in the premises without the consent in writing of the Landlord including but not limited to the use of nails, screws or physically altering the premises in any way. In the event of damage to the premises, the Landlord is entitled to deduct the cost of repairs from the Tenant's Security Deposit. In the event the Security Deposit does not cover the cost of repairs, the Tenant is to pay the further outstanding amount;
- (f) Not to sublet, Lease, or assign nor in any way dispose of the premises without consent of the Landlord in writing;
- (g) Not to interfere with fire hoses in any way including but not limited to the use of fire hoses for washing cars, boats or hosing storage areas. The use of fire hoses are only for emergency purposes;
- (h) To keep clean any drains or water pipes on the premises;
- (i) To indemnify the Landlord against all losses, damages and expenses sustained by reason of any neglect, misconduct or mis-performance on the part of the Tenant of any of the terms of this Agreement
- (j) Must notify the owner in writing of a change of contact details of the Tenant or the Alternate Tenant
- (k) Must on termination of the Tenancy deliver to the Landlord peacefully and quietly possession of the premises and every part together with all erections, buildings, improvement and fixtures which they are not entitled to remove under the terms of this Agreement.

4. RISK

4.1.The Tenant:

- (a) Acknowledged goods are stored at their sole rick and the Tenant is responsible for any damage, theft, loss and deterioration to the goods stored ad shall bear the risk of any damage caused by flood, leakage, overflow of water, entry of water, fire, heat or the removal of goods;
- (b) Agrees to indemnify the Landlord from any claims for loss or damage to the property of any person or personal injury to any person resulting from or incidental to the tenant's use of the premises;



- (c) Agrees to comply with all relevant laws, regulations and orders that are applicable to the storage of goods and the use of the premises. Any costs resulting from a breach of such laws are to be borne by the Tenant;
- (d) Shall take all reasonable and proper precautions against fire occurring on or in the premises and shall indemnify the Landlord against all damage to the premises or the property of any person arising out of the use, movement or presence of the Tenant's property.

5. TENANCY

5.1. Where no tenancy period is stated on the agreement, a month to month tenancy will apply and either party may give two (2) week's notice to terminate the month to month tenancy.

5.2. Where a fixed term under the agreement expires and the Tenant is permitted to continue, a month to month tenancy will apply and either party may give two (2) week's notice to terminate the month to month tenancy.

6. TERMINATION

6.1. Either party may terminate this Agreement by giving the other party fourteen (14) days notice in writing prior to the expiration of a fixed tenancy period.

6.2. The Tenant must pay rental and all outstanding moneys owed to the Landlord up to the date of termination or the date the Tenant notifies the Landlord the storage shed is vacant, whichever is the later.

6.3. The Landlord must refund the Security Deposit less any monies payable by the Tenant.

6.4. The Tenant, by its execution of this Agreement, authorises the Landlord to deduct any monies owing under this Agreement by the Tenant to the Landlord.

6.5. In the event of illegal or environmentally harmful activities on the part of the Tenant, the Landlord may terminate this Agreement without notice.

7. INSPECTION BY LANDLORD

7.1. The Tenant consents to the inspection of the premises by the Landlord provided the Landlord gives fourteen (14) days written notice.



