



McGees Property

Storage Agreement

Shed / 63-65 Reichardt Road, Winnellie

TENANT:

SHORT TERM STORAGE / WAREHOUSING AGREEMENT

TERMS AND CONDITIONS

By signing this document, the tenant agrees to abide by the terms and conditions set forth within this agreement.

Clauses:

Clause 1 - RENT

- a) The tenant agrees to pay the rent on (or before) the first day of each calendar month.
- b) The tenant agrees to pay via EFT.

Clause 2 - CLEANING

- a) The tenant agrees to keep the premises in a clean and sanitary condition, free from dirt, mould, oils, grease, insects, and vermin.
- b) The tenant agrees to take all practicable measures to prevent any infestation or spread over the premises by any vermin or insects. The tenant agrees to be responsible to treat the premises for insects and vermin during the tenancy.
- c) The tenant agrees to have all rubbish removed from the premises. The tenant agrees to always keep all paths and driveways clear and not to place anything in the common areas at any times.

Clause 3 – USAGE

- a) The tenant agrees not to store chemicals, burning fluids, oils, acetylene, alcohol, corrosives or any other flammable or dangerous substances including firearms and ammunition.
- b) The tenant is prohibited from keeping any animals on the premises, including insects, reptiles, fish or birds, etc.
- c) The tenant is aware and understands that entering into this agreement and the subsequent use by the tenant of the tenancy is subject to the provisions contained within the Warehousemen's Liens Act and / or The Uncollected Goods Act.
- d) The Owner / Agent has the right to terminate the agreement without notice for a breach of clauses (d), (e), and (f) – to re-state clauses, and for any other reason by delivering 30 days written notice specifying the date the tenant must vacate the premises and remove all goods stored in the premises. The tenant must pay all fees, costs, and charges, and any other expenses incurred as a result of the owner terminating the agreement / the tenant indemnifies the owner against all costs and actions resulting from the owner / agent enforcing the termination of the agreement.
- e) The tenant agrees and understands that the owner / owner's agent has the right to make such rules and regulations as in their judgement, which may from time to time be required for the safety, care and cleanliness of the premises and for the preservation of good order therein. Such rules and regulations shall not bind the tenant until made known to them. The tenant agrees to abide by any rules or regulations that have been made by any Body Corporate Committee.
- f) The tenant agrees to indemnify the owner or owner's agent from any injury, loss, or damage which may be caused to the premises, or to the tenant and invitees, or to their property resulting from any act or negligent use or misuse of the premises, or the fittings therein by the tenant or other persons on the premises with the tenant's consent.
- g) The tenant is not permitted to hold any auction or sale of goods from the premises.
- h) The tenant is not permitted to display signs or any advertising in or upon any of the exterior of the premises.

- i) The tenant agrees not to park any vehicle upon the premises on any area other than within an allocated space (if provided), or to make any obstruction of any description in the yard space of the premises. The tenant agrees not to conduct any mechanical repairs or works upon any vehicle in or upon the premises, and the tenant agrees to make-good any damages caused to the premises by such vehicles including oil leakages, spillages or stains.

Clause 4 – EXTENSION

- a) The tenant is not required to sign an extension of this agreement upon the expiry of the original term, or any other extension to the original term, however the agreement will continue under the same terms and conditions as set out in this agreement.

Clause 5 – TERMINATION

- a) The tenant understands that it is a condition of this agreement that the tenant must deliver a minimum of 30 days written notice to the Agent of their intention to vacate.
- b) The tenant agrees and understands that if there is a breach at any time during the term of the agreement, the owner will have the authority to re-take possession, re-let, assign, or sub-let the premises on the tenant's behalf. The tenant understands that under such circumstances, they will be required to pay all of the costs incurred by the Agent or Owner, as set forth in the Agent's Schedule of Fees.
- c) If the owner wishes to terminate the lease the owner/agent must provide the tenant 30 days' notice.

Clause 6 – VACATING

- a) The tenant agrees that at the end of the agreement, or upon the earlier termination of the agreement, the tenant will return possession of the premises by securely closing the roller door, ensuring all surfaces are clean and free from dust, dirt, grease, oil, cobwebs, etc. The tenant agrees to ensure the premises is returned in the same condition as it was received, returning to the owner's Agent the gate access device in working condition.

Clause 7 – DAMAGES

- a) The tenant agrees not to create or cause anything that might render void or voidable, or otherwise prejudice any insurance on the premises, or cause to increase any premiums payable in respect thereof. The tenant agrees that if the owner suffers damages due to the accidental, wilful, or negligent conduct of the tenant, or other persons on the premises by the consent of the tenant, shall pay any amount required by way or excess or penalty demanded on the owner.
- b) The tenant agrees to notify the agent of any damages or defects at the premises within seven (7) days of the occurrence. The tenant agrees to repair within a reasonable timeframe (not greater than four weeks) any damage to the premises caused by an accidental, wilful, or neglectful conduct of the tenant, or the invitees of the tenant/s coming onto the premises. The tenant agrees that after the four-week period, if the works have not commenced, the owner / owner's Agent can arrange for the repairs at the tenant's cost. The tenant agrees the Agent can deduct any of the costs for the rental payments received.

Clause 8 – REQUIREMENTS

- a) The tenant must notify the Agent of any changes to their contact details, including but not limited to, telephone number and address, within 7 days.
- b) The tenant agrees and understands they are not permitted to assign, transfer, sublet, or part with the possession or physical occupation of the premises, or any part thereof, without written consent of the owner.
- c) The tenant agrees to notify the agent of the premises is to be unoccupied for more than 30 days. The tenant indemnifies the agent against any claim made by the tenant or the tenant's representatives for any action taken by the agent resulting from the tenant's failure to notify the agent.

- d) The tenant agrees to allow the agent, or anyone authorised by the agent, to access the premises at all reasonable times after reasonable notice has been given to the tenant. The tenant also agrees to allow the agent access to the premises to inspect or view the state of repair or cleanliness, or to allow the agents tradespeople, or owner, to carry out repairs or maintenance to the premises at any reasonable times. The tenant also agrees to allow immediate access in any event that the agent believes on reasonable grounds that the well-being of the tenant's goods or the premises require protection from imminent or further possible damage.
- e) The tenant agrees to conduct themselves, along with any other persons on the premises with their consent, in a manner that will not cause a disturbance, or be a nuisance or an annoyance to neighbouring occupiers. A breach of this section permits the Owner / Owner's Agent to terminate this agreement.
- f) The tenant agrees that if the managing agent of the premises is changed, the security deposit can be transferred to the new agent.
- g) The tenant declares and warrants to the owner that on the depositing of any goods for storage under this agreement, the tenants are the sole owner/s of the property and that no other party has an interest in the goods, and further that should it be found another person or party has an interest in the goods, then the tenant indemnifies the owner / owner's agent against any claim, cost, or action made against the owner in respect to any of the said goods or property stored by the tenant under this agreement. The tenant further agrees to give immediate notice in writing to the owner of the full name and address of any person whom the tenant knows has an interest or acquires an interest in the goods at any time during the agreement. The tenant accepts all responsibility for all claims and costs made against the failure of the tenant to notify the owner of any changes to the interest or ownership of the goods stored.
- h) The tenant agrees not to make or permit to be made any alterations or additions to the premises. The tenant further agrees not to injure, deface, or drive nails, hooks, or screws into any of the walls, floors, or timbers of the premises. The tenant agrees not to do or permit to be done in or upon the premises the interference with any articles, plant or equipment belonging to the premises, if the tenant damages the premises, the tenant must repair the damage to the satisfaction of the owner / owner's Agent. If the tenant fails to repair any damage, the tenant agrees that the owner / agent can make the repairs at the tenant's cost. The tenant agrees not to paint the premises. If the premises is painted by the tenant, the tenant agrees for a contractor to remove the affected area and the tenant agrees to bear all costs associated with this action.

SHORT TERM STORAGE / WAREHOUSING AGREEMENT

This storage agreement is made on (date) _____

Between the Reichardt Road Shed Pool Owners, c/- Real NT Pty Ltd (ABN: 37 622 852 251) trading as McGees Property (herein after referred to as the 'Agent') whose office is situated at Level 1, 82 Smith Street, Darwin, Northern Territory, 0800.

And

Name/s: _____

Of: _____

Telephone: _____

Email: _____

(Herein referred to as the 'tenant' and the 'postal address')

Whereby the Owner agrees to let the premises together with the use of the common areas, with any other agreement holders, at:

Shed _____ of 63-65 Reichardt Road, Winnellie (herein referred to as the 'premises')

Only to the tenant/s or occupants named within this agreement for a periodical term, renewable monthly, commencing on the _____

FEES: Monthly storage fee of **\$325.00 exc GST** to be paid in advance by equal monthly instalments **on or before the 1st day of each month.**

BOND: A security deposit equivalent to one (1) month's rent, plus a \$50.00 Gate Access Controller (FOB) deposit is required. The deposit is to be paid by the tenant and held in the Agent's trust account for the term of the agreement, or any extension.

REVIEW: Annual 4% review on 1 July

A Gate Access Controller (FOB) is provided at the commencement of the agreement and must be returned at the expiry of the agreement. In the event the tenant fails to so do, the cost of \$50.00 inc. GST will be deducted from the security deposit.

Gate Access FOB #:

NOTICE OF LIEN AGAINST GOODS

The tenant acknowledges the following as a notice by the owner of a lien against the goods, with such notice accepted as being received by the tenant in respect to the storage of the goods hereby identified as:

Description:

Located in Storage Shed No. _____ at 63-65 Reichardt Road Winnellie, known as 'U-Store Winnellie' leased for storage on (date): _____

By (tenant's name): _____

NOTICE OF KNOWN INTEREST IN THE GOODS

The tenant gives notice to the owner of each person/s, along with their address, whom the tenant knows has an interest in the goods as follows:

Name & Address of person/s with interest:

1. _____ 2. _____

Acceptance of Agreement and Covenants by the Tenant/s

SIGNED BY THE TENANT:

(Tenant Signature)

(Full Name)

(Date)

(Tenant Signature)

(Full Name)

(Date)

SIGNED AND WITNESSED AS AUTHORISED AGENTS BY:

(Owner / Agent Signature)

(Full Name)

(Date)

