



EAST STORAGE Vic

A.B.N.81 802 734 921

STORAGE SPACE HIRE AGREEMENT

THIS AGREEMENT is made on the date noted in the Schedule hereto

Between

Name: _____

and

East Storage Vic (as described in the schedule hereto)

AND

THE CLIENT ` (the party named in the schedule hereto)

WHEREAS

- A. The Client wishes to store their asset in a secure facility
- B. East Storage Vic offers storage of vehicles/boats/motor homes/personal water craft/assets (referred herinafter to as Vehicle) at competitive prices
- C. The parties wish to evidence their agreement in writing.

NOW THIS AGREEMENT WITNESSETH as follows

1. STORAGE

- a. The parties hereto agree that East Storage Vic will provide the storage noted in the schedule hereto. (hereinafter referred to as the Vehicle which Vehicle is described in the schedule hereto)
- b. The Client has the right to store the Vehicle in the Space allocated to the CLIENT by EAST STORAGE VIC, or any other space that EAST STORAGE VIC may at its sole discretion, allocate from time to time
- c. The Clients warrants that they are the owner of the Vehicle, and/or are entitled at law to deal with the motor vehicle in accordance with all aspects of this Agreement.



2. East Storage Vic:

- a. does not have and will not be deemed to have, knowledge of the Vehicle or its ownership or any faults or unique requirements.
- b. is not a warehouseman or a bailee of the Vehicle and the CLIENT acknowledges that East Storage Vic does not take or have or be deemed to take or have possession of the vehicle.

3. PAYMENT

The CLIENT is responsible to pay without demand

- a. the Storage Fee being the amount noted in Item 5 of this Agreement or the amount notified from time to time to the CLIENT in by East Storage Vic
- b. East Storage Vic shall at its sole and unfettered discretion determine the Storage fee and may change the storage fee by giving to the CLIENT 30 days notice of the change
- c. The Storage Fee is payable in advance on the 1st day of each monthly, and shall be pro-rated in each of the first and last months, and it is the CLIENT's responsibility to ensure that payment is made directly to EAST STORAGE VIC, in the manner nominated by East Storage Vic, on time, in full and throughout the term of this agreement.

4. TERM OF AGREEMENT

- a. This Agreement commences on the Storage start date noted in Item 3 of the Schedule to this agreement or when the Vehicle is delivered to the East Storage Vic facility, whichever is the earlier date.
- b. The parties hereto agree that the storage will continue until the Agreement is terminated
 - (i) In the case of East Storage Vic by East Storage Vic giving 7 days notice of its intention to terminate the Agreement
 - (ii) In the case of the CLIENT by the CLIENT giving 30 days notice of its intention to terminate this Agreement
- c. The CLIENT must pay East Storage Vic any charges for any other services performed by East Storage Vic at the rates set by East Storage Vic from time to time for such services where the CLIENT agrees to the provision of the service, provided always that East Storage Vic shall be under no obligation whatsoever to provide any other or any additional services whatsoever.
- d. The CLIENT must pay on a full indemnity basis all and any legal costs incurred by East Storage Vic in enforcing (or attempting to enforce) this Agreement including recovering payment of any money due under this Agreement.

5. CREDIT CARD OR OTHER PAYMENT

- a. The CLIENT authorises East Storage Vic to charge the CLIENT's credit card for any payments that are due and owing to East Storage Vic by the CLIENT under this Agreement, or in the alternative to give to East Storage Vic a direct debit authority.
- b. East Storage Vic may from time to time nominate a different of payment and the CLIENT shall pay by the method nominated by East Storage Vic.



- c. The late payment fee, noted in Item 4 of the Schedule of this Agreement, is payable each time a payment is late. The parties hereto agree that the fee is reasonable and is to reimburse East Storage Vic for the inconvenience and cost of the late payment.
- d. The Client agrees that any and all costs whatsoever incurred by East Storage Vic in collecting late or unpaid Storage Fees, or in enforcing this Agreement, shall be payable by the CLIENT upon demand
- e. The CLIENT 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, save for GST on the storage fees which are quoted inclusive of GST.

6. INTEREST

- a. Without limiting or restricting in any way any other rights or remedies available to East Storage Vic, whether under this Agreement, at law, in equity or otherwise, the CLIENT agrees to pay to East Storage Vic interest on any amount due to East Storage Vic under this Agreement at the rate 5% for each month or part of a month that such amounts remain unpaid after the due date for payment.
- b. If East Storage Vic obtains a judgement against the CLIENT, the CLIENT must pay interest on the amount of the judgement at the higher of the rate prescribed by legislation or the rate specified in Clause 6a hereof for each month or part of the month that the judgement remains unpaid.

7. DEFAULT

- a. Notwithstanding clause 15, the CLIENT acknowledges that, in the event of the Storage Fee, or any other moneys being owing under this Agreement, and the same not being paid in full within 30 days of the due date, East Storage Vic may, without further notice, enter the Space, by force or otherwise, retain any funds paid and/or sell or dispose of the Vehicle in the Space on such terms that East Storage Vic may determine.
- b. East Storage Vic may also require payment of default action costs, including any costs East Storage Vic may incur associated with accessing the CLIENT's Space and disposal or sale of the CLIENT's Vehicle. Any excess moneys recovered by East Storage Vic on disposal will be returned to the CLIENT.

8. ACCESS AND CONDITIONS:

- a. EAST STORAGE VIC reserves the right to impose conditions as to the time and manner of access to the Vehicle by the CLIENT or any person authorised by the CLIENT and is not obliged to provide access to the Vehicle or to permit its removal from the premises unless East Storage Vic is reasonably satisfied that the person or persons seeking access to the Vehicle are properly authorised by the CLIENT, and may require written authority to be provided by the CLIENT.
- b. the CLIENT must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person, or are the subject of any legal proceedings;
- c. the CLIENT must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value within or near the Vehicle. No liability whatsoever will be accepted by East Storage Vic for the loss damage or theft of the same.



- d. the CLIENT will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space
- e. the CLIENT cannot assign its rights or obligations under this Agreement
- f. East Storage Vic shall be entitled to refuse access to the Vehicle and to prevent its removal where moneys are owing by the CLIENT to East Storage Vic or if East Storage Vic validly exercises its lien pursuant to clause 15 and the Client hereby waives any right to claim or demand or be paid any damages, costs expenses or the like arising out of such refusal.
- g. The CLIENT must pay East Storage Vic the applicable storage fee for any period which East Storage Vic retains possession of the Vehicle as a consequence of the exercise of the lien referred to in clause 15 and that lien shall extend over any storage fee charged pursuant to this clause, or to any storage fee payable to East Storage Vic by the CLIENT for any other storage or other fees owing to East Storage Vic.
- h. CHANGE OF ADDRESS AND NOTICE - The CLIENT must notify East Storage Vic within 48 hours of and change in the CLIENT's address or contact details (including the Alternative Contacts). East Storage Vic may serve any notice by forwarding it by post to the address last notified by the CLIENT and the notice shall be deemed to have been received on the day that the Notice should have arrived in the ordinary course of the post.
- i. the CLIENT grants East Storage Vic entitlement to discuss any default by the CLIENT with the Alternate Contact Person registered with East Storage Vic.

9. ENTIRE AGREEMENT

No oral statements made by East Storage Vic or its employees shall form part of this Agreement, and all prior statements or undertakings are hereby expressly withdrawn and no failure or delay by East Storage Vic to exercise its rights under this Agreement will operate to waive those rights.

10. RISK AND RESPONSIBILITY:

- a. The Vehicle and any items contained within the Vehicle are stored at the sole risk and responsibility of the CLIENT who shall be responsible for any and all theft, damage to, and deterioration of the Vehicle, 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 Vehicle, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of East Storage Vic or persons under its control. This clause is not in any way to be deemed to be a permission to store items in the Vehicle or a waiver of East Storage Vic's right to demand that no items are stored in the Vehicle.
- b. The CLIENT agrees to indemnify and keep indemnified East Storage Vic from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the CLIENT, including the storage of the Vehicle in the Space except to the extent that such loss injury or damage was caused by the negligent act or omission of East Storage Vic.
- c. The CLIENT 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 CLIENT, and includes any and all costs resulting from such a breach. If East Storage Vic believes at its absolute discretion that the CLIENT is not complying with all relevant laws East Storage Vic may take any action East Storage Vic believes to be necessary, including the action outlined in clauses 14, contacting, cooperating with



and/or submitting the Vehicle or any of its contents to the relevant authorities, and/or immediately disposing of or removing the Vehicle and /or its contents at the CLIENT's expense.

The CLIENT agrees that East Storage Vic may take such action at any time even though East Storage Vic could have acted earlier.

11. CLIENT'S WARRANTIES

The CLIENT warrants and represents to East Storage Vic that at the date of this Agreement:

- a. The CLIENT has legal title to the Motor Vehicle;
- b. The Motor Vehicle is free from all encumbrances, claims or liens;
- c. The CLIENT is not bankrupt nor has any Receiver been appointed over or in respect of any of the CLIENT's assets;
- d. The CLIENT has not agreed to sell the Vehicle.
- e. If any act, matter or thing occurs or becomes known to the CLIENT which is inconsistent with the warranties and representations contained in this clause, the CLIENT must as soon as reasonably possible give East Storage Vic written notice of that act, matter or thing.
- f. There are no contents of the Vehicle that hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to property or person (except to the extent that the goods of such nature are ordinarily found in Vehicles and cannot be reasonably removed from the Vehicle)

12. ACKNOWLEDGEMENT, RISK AND IDEMNITIES

- a. The CLIENT acknowledges that:
 - i. The Vehicle is in the condition as described in the Condition Report at the time that EAST STORAGE VIC collects the Vehicle;
 - ii. The Vehicle, will be subject to indoor storage conditions;
 - iii. East Storage Vic provides storage services only and does not necessarily store Vehicles according to manufacturers' requirements or any other special requirements unless the CLIENT and East Storage Vic agree to such requirements and the CLIENT agrees to pay additional charges as set from time to time.
- b. The CLIENT uses the services of East Storage Vic(including the storage of the Vehicle) entirely at its or their own risk and in particular, the risk in the Vehicle remains with the CLIENT.
- c. The CLIENT releases East Storage Vic from any liability, action or demand due to any damage, loss (including consequential), injury or death occurring on or near Vehicle or in or near the Storage Area arising from any cause whatsoever including the negligence of East Storage Vic or from matters referred to in clause 10(a)
- d. Without limiting the generality of the above clause and except to the extent caused by the negligent act or omission of East Storage Vic, the CLIENT releases East Storage Vic from any liability, action or demand due to damage;
 - i. Caused by electrical failure;
 - ii. Caused by mechanical failure
 - iii. Caused by reason of the Vehicle being stored.



- e. Except to the extent caused by the negligent act or omission of East Storage Vic, the CLIENT indemnifies East Storage Vic, its employees and agents from and against all claims, demands, actions, loss, costs and expenses brought or made against or suffered or incurred by East Storage Vic arising directly or indirectly out of or as a consequence of i. The actions, omissions or negligence of the CLIENT and the CLIENT's servants or agents (including any contractor employed by the CLIENT);
 - ii. Any default by the CLIENT under this Agreement;
 - iii. Misuse by the CLIENT or any of its contractors of any facilities or services made available by East Storage Vic;
 - iv. The use of the Storage Area
 - v. Any other cause other than the sole negligence of East Storage Vic, its employees and agents.
- f. To the extent permitted by law, all conditions, warranties, terms and obligations expressed or implied in by law in any way relating to goods or services ("Prescribed Terms") are excluded and East Storage Vic will not be liable in contract, tort, negligence, breach of statutory duty or otherwise to the CLIENT or any other person in respect of any loss or damage, including loss of property or profit, claims or demands of any nature arising directly out of the use of the storage area by the CLIENT or any other person, the provision of any other service to the CLIENT or in relation to the Vehicle. If liability for breach of a Prescribed Term cannot be excluded but is capable of limitation it is hereby limited at the option of the resupply of services or payment of the costs of such resupply (as the case may be).

13. NOTICES :

Notices will usually be given in writing and left at, or posted to, or faxed or emailed to the address of the CLIENT or East Storage Vic. In relation to the giving of Notices to East Storage Vic, Notices must actually be received to be valid. In the event of not being able to contact the CLIENT, Notice is deemed to have been given to the CLIENT by East Storage Vic if East Storage Vic serves that Notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent Notices to the last notified address of the CLIENT or Alternate Contact Person. In the event that there is more than one CLIENT, Notice to or by any single CLIENT is agreed to be sufficient for the purposes of any Notice requirement under this agreement

14. TERMINATION:

- a. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as indicated in this Agreement.
- b. In the event of illegal or environmentally harmful activities on the part of the CLIENT, East Storage Vic may terminate the Agreement with Notice with immediate effect.
- c. Upon termination of this Agreement (whether by termination under this clause or otherwise) the CLIENT must immediately remove the Vehicle from the Storage Area (subject to the rights of East Storage Vic to limit access as contained herein) and pay all outstanding storage fees and other money payable to East Storage Vic pursuant to this Agreement. For the purpose of this provision, storage fees will continue to accrue from the date of termination until the date of removal. Any calculation of the outstanding fees will be by East Storage Vic and such calculation will be final.
- d. The expiry of this Agreement (whether by termination under this clause or otherwise) shall not prejudice or effect any rights or remedies available to the parties under this Agreement, at law, in equity or otherwise. All rights are cumulative.



- e. Transfer of title in the Vehicle (whether by sales or otherwise) will not terminate this Agreement and the CLIENT remains liable under this Agreement until this Agreement is discharged or East Storage Vic enters an agreement with the new CLIENT

15. LIEN:

- a. The CLIENT grants East Storage Vic a lien over the Vehicle for all charges pursuant to the Agreement including any expenses incurred by East Storage Vic pursuant to clause 4
- b. If any amount payable under this Agreement remains unpaid for 60 days after due date for payment then
 - i. East Storage Vic may as the CLIENT's agent sell the Vehicle in such manner and on such terms East Storage Vic in its absolute and unfettered discretion decides and no notice is required to be given by East Storage Vic to the CLIENT prior to the sale;
 - ii. East Storage Vic may deduct from the sale proceeds of the Vehicle all unpaid storage fees, sale costs, legal costs (on a solicitor and own client basis), charges and other money payable by the CLIENT to East Storage Vic arising out of the storage of the Vehicle whether pursuant to this Agreement or otherwise together with any amount necessary to clear any encumbrance effecting the Motor Vehicle in favour of a third party;
 - iii. Any remaining surplus of the sale proceeds, after East Storage Vic makes any deduction under paragraph (ii) of this clause, shall be sent by East Storage Vic to the CLIENT at the CLIENT's last known address but if such payment fails, after reasonable endeavours, East Storage Vic must treat the funds as unclaimed monies in accordance with Division 1 Part 3 of the Unclaimed Money Act 2008
- c. In consideration of East Storage Vic storing the Motor Vehicle of the CLIENT and to better secure East Storage Vic's rights under this clause, the CLIENT hereby irrevocably appoints the manager of East Storage Vic as the CLIENT's attorney to exercise the rights available to East Storage Vic under clause 15 (b) and agrees to ratify and confirm all acts things done by East Storage Vic in the exercise of those rights and as the CLIENT's attorney

16. VEHICLE ABANDONMENT

- a. Unless prior written agreement is reached with East Storage Vic, if a Vehicle remains at the Storage Area for a period in excess of 60 days or if a Vehicle remains at the Storage Area for a period in excess of 60days after the expiration of the Storage Period then the Vehicle will be deemed abandoned and the CLIENT authorises EAST STORAGE VIC to deal with the Vehicle in any manner that EAST STORAGE VIC deems fit, including but not limited to moving the Vehicle to other premises or disposing of the Vehicle.

17. CLAIMS

- a. Any claims made by the CLIENT with respect to the condition of the Vehicle after the Storage Period must be made within one hour of the Vehicle being returned to the CLIENT by EAST STORAGE Vic. The CLIENT releases and forever holds harmless EAST STORAGE Vic for any claims not notified to EAST STORAGE Vic in that time.



- b. If the CLIENT fails to complete a condition report at the beginning of the Storage Period than EAST STORAGE Vic may (although is not obliged to) complete a condition report, in which case the CLIENT accepts this condition report. If EAST STORAGE Vic does not complete a condition report, then the CLIENT forfeits any right the CLIENT may have either in law or in equity against EAST STORAGE Vic with respect to the condition of the Vehicle.

18. NOTICE

- a. One week's notice is required to remove a the CLIENT's asset from storage. EAST STORAGE Vic may at its sole discretion agree to a lesser period.

19. GENERAL CONDITIONS

The CLIENT:

- a. Must only use the storage facility of EAST STORAGE Vic for storage of the Vehicle and may not store in or with the Vehicle any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to property or person (except to the extent that the goods of such nature are ordinarily found in Vehicles and cannot be reasonably removed from the Vehicle);
- b. Gives permission to EAST STORAGE Vic to discuss any matter arising under this Agreement with an Alternative Contact Person;
- c. Must comply with all reasonable directions given to the CLIENT by EAST STORAGE Vic's employees charged with the administration of the storage area.

20. COMPETITION AND CONSUMER ACT:

The CLIENT:

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

21. DAMAGES

- a. Any damages, whether for physical or economic loss, which EAST STORAGE Vic is liable to pay to the CLIENT pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to;



- i. the further supply of storage equivalent to that undertaken by EAST STORAGE Vic as set out in the terms and conditions of this Agreement; or
 - ii. the payment of the cost for further storage equivalent to that undertaken by EAST STORAGE Vic under the terms and conditions of this Agreement; or
 - iii. the payment of the cost of further supply of storage equivalent to that undertaken by EAST STORAGE Vic under the terms and conditions of this Agreement.

- b. The CLIENT specifically acknowledges that it is aware of the limitation of liability set out in clause 21 (a) above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on EAST STORAGE VIC's liability is a reasonable one. Subject to the Trade Practices Act 1974. It is a condition under which a vehicle is accepted for storage that, the customer relieves EAST STORAGE Vic of all liability for loss or damage to customers' vehicles or contents thereof, however caused. All customers are therefore respectfully notified that we do not accept responsibility for loss or mis-delivery of or damage to any vehicle accessories or other goods while in our hands for any purpose arising from any cause. This condition extends to customers' vehicles while being driven or moved by members of our staff, or while standing inside or outside our premises. The customer agrees to indemnify EAST STORAGE VIC against any claims arising from the storage of their vehicle or vehicles.

22. MEDIATION OF DISPUTES:

The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the President of the Law Institute of Victoria, The current Institute of Arbitrators and mediators mediation & Conciliation Rules shall apply to the mediation. 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.

24. PRIVACY

- a. EAST STORAGE Vic holds all information it obtains about the CLIENT pursuant to the Privacy Principles of the Privacy Act 1988.
- b. Information is collected for the purposes of carrying out this Agreement or enforcing the EAST STORAGE Vic's rights under this Agreement.
- c. The CLIENTS details will be held securely on computer by EAST STORAGE Vic and will be used only to provide the service you require.
- d. EAST STORAGE Vic may reveal to a third party your details in ordinary trade and commerce without your prior approval.



25. INSURANCE

- a. The Vehicle must be covered with Insurance for fire, theft and accidental damage.
- b. EAST STORAGE Vic has a general liability policy. We highly recommend that you keep your own comprehensive policy in effect. When you store your vehicle for 30 days or more, most insurance companies will reduce your insurance coverage and this can save you money. You will need to tell your insurance company where your vehicle is being stored and the odometer reading at the time of pick-up for storage. Your vehicle must be covered for fire, theft and accidental damage whilst with us, and must be covered so as to allow us to drive your vehicle.

26. OTHER SERVICES

The parties hereto acknowledge that whilst EAST STORAGE Vic does not have to offer any other services other than the storage of the Vehicle it may at its sole and unfettered discretion decide to offer other services, at such price or prices as it in its sole and unfettered discretion deems fit, but the CLIENT shall not be obliged to accept such services.

27. MISCELLANEOUS

- a. This Agreement is governed by the law of Victoria.
- b. Any legal action in relation to this Agreement may be brought in any court of competent jurisdiction sitting at Melbourne, Victoria.
- c. No failure, delay, relation or indulgence on the part of EAST STORAGE Vic in exercising and power or right conferred under this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof or the exercise of any power or right under this Agreement.
- d. If any provision of this Agreement is illegal, void, invalid or unenforceable, all other provisions which are capable of separate enforcement shall be and continue to be valid and enforceable.
- e. No variation, modification or waiver of any provision of this Agreement shall be of any effect unless it is confirmed in writing signed by the parties
- f. In the event that the person signing this Agreement on behalf of the CLIENT is not the CLIENT of the Vehicle, the signatory warrants that he or she has authority to sign and bind the CLIENT
- g. The term Vehicle includes all fitting, plant and equipment and chattels in or for use in connection with the Vehicle.
- h. Where the context permits EAST STORAGE Vic includes its servants and agents, including independent contractors employed by EAST STORAGE Vic
- i. Where 2 or more persons are specified as CLIENT this Agreement binds them jointly and severally



In Witness Whereof the parties hereto have signed this Agreement

By signing this agreement, the "CLIENT" acknowledges and accepts the terms contained herein.

Signature of "CLIENT"

Date:

Print Name of CLIENT:

Signature of "EAST STORAGE Vic":

Date:

Print Name of EAST STORAGE Vic representative

For and behalf of East Storage Vic

The Schedule

1. Date of the Agreement

2. The Client Name



Address.....

.....

Telephone No.....

3. EAST STORAGE VIC - ABN 81 802 734 921

5 Trade Place, Vermont, Vic, 3133
Phone: 0416 242 661

4. The Storage

- a. Vehicle
- b. Boat
- c. Motor Home
- d. Jet Ski (PWC)
- e. Other

5. Special Requirements

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6. Description of the Vehicle

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7. The Storage Start Date.....

8. The Late Payment Fee.....

9. The Storage Fee

a. Initial \$..... till // (must be cleared funds)

b. Scheduled \$..... per (MTH / QTR / ½ YR / YR)

Commencing: //

10. Method of Payment

Chq, Direct Deposit, Cash – (circle which applies)

Details: