

Zebra Self Storage Agreement

Owner: Signcentre Ltd

Owners Storage Property: 83 Newton Street Mt Maunganui

Customer :

Postal Address :

Home Phone :**Mobile :**

Email : **Fax :**

Vehicle Registration # :

Alternate Contact Person(ACP):.....

Postal Address :

Home Phone :**Mobile :**

Email : **Fax :**

Storage Unit # : **Comencement Date Of Storage :**

Storage Term: **Monthly Storage Fee :**

AGGREEMENT:

The owner agrees to grant a licence of the storage unit to the Customer from the Commencement Date for the Storage Term upon the following terms and conditions .

1.METHOD of PAYMENT:

The Customer shall pay the Monthly Storage Fee by monthly installments in advance on the first day of each month, but the first payment shall be made on the Commencement date on a proportionate basis for any broken period until the first day of the next month . The Monthly Storage Fee shall be paid without deduction or set-off by automatic bank authority, or as the Owner may, in writing, otherwise direct .

2. Default Interest/Overdue Penalties:

2.1: In the event that the Customer fails to make payment of the Monthly Storage Fee within 3 days of the first day of the month, then an Overdue Penalty of \$20.00 will be charged for every 7 days that the Monthly Storage Fee remains overdue

2.2: The owner will be entitled to deny access to the Customer of the Storage Unit from the day that the Monthly storage Fee becomes overdue until any overdue Monthly Storage Fee(s) and default interest / overdue penalties (where applicable) are paid to the Owner in full.

2.3. If the Customer fails to make payment of the Monthly Storage Fee(s) and default /overdue penalties within one month of the Monthly Storage Fee due date, the Owner is entitled to access the Storage Unit and take possession of the goods stored in the Customer's Storage Unit and at the Owner's absolute discretion, sell or dispose of such goods . The Owner agrees that it will give the Customer not less than 10 working days written notice prior to accessing the Storage Unit.

2.4. The owner is entitled to charge the Customer any reasonable costs incurred in selling or disposing any goods in the Storage Unit and in recovering any overdue amounts owed by the Customer to the Owner pursuant to this Agreement .

3 Bond :

3.1 The Owner will provide a personalised swipe card to enable access to the Owners Storage Property and the Storage Unit .The Customer shall pay a bond of \$60.00 for its personalised swipe card on the Commencement Date .The Customer will be refunded the bond in full following the return of the personalised swipe card on the termination date of this Agreement , subject to any deductions payable pursuant to clause 7 hereunder

3.2 The Customer shall pay an Advanced Bond of \$100 on the Commencement Date of this Agreement

3.3 The Customer will be refunded the bond in full upon the termination date of this Agreement, subject to the storage unit being left in a reasonably Clean Condition and Empty.

4. Risk , Indemnity and Insurance :

4.1 The Customer shall use the Storage Unit entirely at the Customers risk in every respect . The Owner shall have no liability to the Customer for damage or any other persons for any damage , loss or deterioration suffered by Customer , their goods stored in the Storage Unit ,or otherwise and however caused , including but not limited to water, fire, theft , pests, vermin or an act or omission by the Owner or anyone else .

4.2. The Customer agrees to indemnify the Owner against all damage to the Storage Unit and the Owners Storage Property or losses or claims of any kind sustained or received by the Owner arising from the Customers (and the Customers invitees) use of the Storage Unit and the Owners Storage Property.

4.3. The Customer is responsible for arranging its own insurance cover against any risk that may result in the loss or damage of their goods stored in the Storage Unit. The Owner does not provide any insurance cover whatsoever to the Customer .

4.4. If the Customer is using the Storage Unit for the purposes of business storage , then the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded.

4.5 . If the Consumer Guarantees Act 1993 applies the Customer acknowledges in accordance with clauses 5.6 and 10 that the Owner is only providing a licence to use the Storage Unit located at the Owners Storage Property for the sole purpose of storing goods only and that no other goods and services are supplied by the Owner .

5. Customers Responsibilities :

The Customer agrees :

5.1 .To lock the Storage Unit at all times after accessing the Storage Unit.

5.2 . That they will not store in the Storage Unit any living , illegal, stolen , flammable , hazardous , explosive , perishable or environmentally harmful goods or any such goods that storage may , at the Owners discretion to be deemed a risk to the Storage Unit , the Owners Storage Property or any person .

5.3. To keep the Storage Unit clean , free of vermin and food scraps or any such thing that may attract vermin .

5.4 . That it will not cause any damage or physical alterations to the Storage Unit .

5.5 . To refrain from smoking within the Owners Storage Property and Storage Unit .

5.6 . That will use the Storage Unit for the sole purpose of storing goods only and for no other purpose.

5.7 . To notify the Owner in writing of any change to the Customers or the ACPs contact details provided in the Agreement.

5.8 . To the Owner discussing the terms of this Agreement with ACP in the event that the Owner is unable to make contact with the Customer .

5.9 . That it will comply with all the relevant laws applicable to the use of the Storage Unit. This includes laws relating to the goods which are stored , and the manner in which they are stored . Liability for any breach of such laws rests absolutely with the Customer and includes all costs resulting from such breach ..

6 . Owners Rights and Responsibilities:

The Owner agrees to :

6.1 .Maintain security fences around the perimeter of the Owners Storage Property.

6.2 .Maintain an automatic swipe card access gate between the hours of 6.00am to 8.00pm (unless by prior arrangement) seven days a week .

6.3 .Provide pest control within the Owners Storage Property.

6.4 Keep all things relating to this Agreement and the Customers Storage Unit confidential at all times.

The Owner shall be entitled to :

6.5. Access the Storage Unit at its absolute discretion if the Owner believes that the customer is in breach of any term (s) of this Agreement .The Owner agrees that they will try and contact the Customer (or ACP if the Customer cannot be contacted) on the phone numbers provided in this Agreement prior accessing the Storage Unit pursuant to this clause .

6.6 . Increase the Monthly Storage Fee by providing not less than one month's written notice of such increase to the Customer .If the Customer does not agree to pay the increased Monthly Storage Fee, the Customer may terminate the Agreement by giving written notice to the Owner before the end of the month's notice period stipulated in this clause .

7 . Termination :

7.1. The Owner may immediately terminate this Agreement if :

- (a) the Monthly Storage Fee is in Arrears for 7 days: or
- (b) any other provisions of this Agreement is breached by the Customer .

7.2. Either party of this Agreement may terminate this Agreement at any time by giving 10 days written notice to the other party of such termination .

7.3 .If the Customer fails to give 10 days written notice under clause 7.2 then the Owner may deduct from the Monthly Storage Fee the value of the notice period on a proportionate basis .

7.4 . Upon termination of this Agreement the Customer will leave the Storage Unit in the same condition it found it at the Commencement Date , empty , clean ,and undamaged . If the Storage Unit is not left in its original condition , the Owner may at its absolute discretion charge the Customer a cleaning fee or repair charges for any damage suffered to the Storage Unit .

7.5 .Upon termination of this Agreement, the Owner will set- off against any Monthly Storage Fee the Customer has paid in advance, any amounts the customer owes the Owner pursuant to this Agreement . The Owner will refund any excess to the Customer within 7 days of termination date of this Agreement.

8 PPSA .

8.1. The Customer grants to the Owner a registrable security interest (as defined in section 17 of the Personal Property Securities Act 1999 (PPSA) in the customers goods stored in Storage Unit to secure payment and performance of the Customers obligations under this Agreement . The Customer waives its right to receive a copy of any verification statement confirming registration of a financing statement (as defined by section 135 of the PPSA) by the Owner in the Personal Property Securities Register pursuant to this Agreement .

8.2 . The Customer agrees that section 116, 120(2), 121 , 122, 125 , and 131 of the PPSA shall not apply to this Agreement or the security interest hereunder .

9 . Licence not assignable :

The Customer must not assign , sub-license or transfer their interest under this Agreement .

10. No lease

This Agreement does not create any lease , tenancy or interest in the Storage Unit or the Storage Owners Property.

11. Service of Notice :

Written notice made pursuant to this Agreement will be deemed served 3 days after that written notice is posted to the Parties address provided in this Agreement .

SIGNATURE:

The Customer confirms that they have read and accept the terms of this Agreement.

OWNER **CUSTOMER**

DATE.....