



**Rochester Mini Storage
Kyabram Road Rochester
Rental Agreement**

Shed No. _____

NOTE WELL: YOUR GOODS IN STORAGE ARE NOT COVERED BY ANY INSURANCE EXCEPT THAT WHICH YOU HAVE ARRANGED YOURSELF

Tenant Name: _____

Address: _____

Phone: _____ **Home/Work:** _____

Mobile: _____ **Email:** _____

ID attached 1: _____ **2:** _____ **3:** _____

Description of Goods: _____

(Please Specify)

Period of Storage (if known): _____

- 1. Storage Shed Bond:** A \$250.00 storage shed Bond is payable prior to the tenancy. This Bond will be held in Trust by Pristine Property Management. Bond monies will be refunded once the shed has been vacated and left in a clean and tidy manner and upon return of all shed and gate keys.
- 2. Storage Charge:** \$_____ **Per Month/Week – Payable 1 month in advance.**
The charge does not include any charge for collection of the goods or for their delivery when taken out of storage.
- 3. Shed Allocation:** The proprietors/Managing Agents will allocate a shed upon receipt of a Signed Storage Agreement, proof of identity & payment of Storage Charge and Bond.
- 4. Shed Security:** The proprietors/Managing Agents have increased security to the complex which includes the front gate remaining chained and locked at all times. Tenants will be allocated one front gate key and one lock key for each shed.

5. **Dangerous Goods:** No flammable liquids, chemicals, dangerous goods or illegal items are to be stored on the premises. No household waste or rubbish or perishable items are to be stored on the premises. **If any of these items are found within the facility, this Agreement shall be terminated immediately and you be served with a Notice to Vacate Storage Facility.**

6. **Damage:** The Proprietors/Managing Agents shall not be liable for any damage to or destruction of the goods in storage. Any damage caused by the Tenant must be compensated for by the Tenant.

7. **Tenant's Termination of Storage Agreement:** Tenant shall give 14 days notice of terminating Storage Agreement shall be considered terminated when the keys have been returned to the Managing Agent, fees paid in full and the shed left in a clean and tidy state.

8. **Proprietors/Managing Agents Termination of Storage Agreement:** If after 14 days of notice has been given, the Tenant has failed to pay the required Storage Charge the Proprietors/Managing Agent may take possession of the Goods stored and may recover any outstanding Storage Charge and all associated costs through the sale of the goods. The manner and conduct of such a sale shall be at the absolute discretion of the Proprietor/Managing Agent. Any surplus monies of such a sale shall be handed to the Tenant or if the Tenant is not able to be located shall be held in trust for the Tenant but shall not carry interest. Any notice under this condition shall be sufficiently served if sent by Registered Post to the last address given by the Tenant and shall be deemed to be served on the day when it would have been delivered in ordinary course of post ie: 2 workings days.

9. **Acceptance of Conditions:** Execution of this Agreement is conclusive proof of acceptance of these Conditions. This Agreement shall continue until termination pursuant to the Conditions of this Agreement.

Signed By The Tenant: _____ Signature
 _____ Print Name

Signed By The Agent: _____ For and behalf of
 Pristine Property Management

_____/_____/_____ Date

When not to dispose of Uncollected Goods.

You must not dispose of goods or vehicles when:

- The person whom left them with you disputes the 'relevant charge' or any outstanding payments. This dispute may be about the goods' condition, or the type or quality of any repairs or other work done to them; and
- An application has been made to a court or the Victorian Civil and Administrative Tribunal to resolve the dispute by determining what the 'relevant charge' should be.

If you have an agreement with the person who left the goods about what would happen if their goods were uncollected, **you do not have to follow the procedures** for dealing with uncollected goods set by the *Australian Consumer Law and Fair Trading Act 2012*.

If you do not have such an agreement, you can either:

- Follow the procedures for disposal set out in the law, or
- Apply directly to a court or the Victorian Civil and Administrative Tribunal for a disposal order.

AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012-SECT 56

Disposal of Uncollected Goods:

APPLICATION:

(4) This part applies to the disposal of uncollected goods—

(a) if there is no agreement between the provider and the receiver about their disposal; or

(b) if there is an agreement about their disposal, only in respect of matters not dealt with by the agreement.

(5) This Part does not apply to a lease or other agreement to which Part IVA of the **Landlord and Tenant Act 1958** applied immediately before the commencement of section 236 of this Act.

(6) For the Avoidance of doubt, this Part does not affect the right of a provider and receiver to make an agreement about the disposal of uncollected goods.

