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SELF STORAGE LICENCE AGREEMENT

BETWEEN ZION Storage Limited
AND The Customer described below ("the Customer")

Licence Agreement No.
Tax Invoice GST No. 097392099

CUSTOMER DETAILS:

INDIVIDUAL

Name:
(first) (middle) (last)

Address:
.....Post Code:

Date of Birth:

ID No:
Drivers Licence :;
or

Passport:

Phone Numbers

Home: Business:

Mobile:

Email Address

COMPANY

Registered Name:

Incorporation Number:

Contact Person:

Position:

ALTERNATE CONTACT PERSON

Name:

Address:

Home: Business Mobile

PERSONS ALLOWED ACCESS (other than the Customer)

Note: Persons allowed access MUST bring the Customer's key to gain access to the Unit.

- Name:
Address:
Relationship to Customer:
- Name:
Address:
Relationship to Customer:

BOOKING DETAILS

Private Customer or Business Customer

Unit No: Unit Size:

Commencement Date:

Storage period from the Commencement Date to

Booked by:

Market Source:

STORAGE COSTS: (including GST unless specified)
Other charges may be charged as per clause 2.4 (see over)

Storage fee (per week) \$.....

Deposit (2 x wk storage fee) \$.....

Bond (2 x wk storage fee) \$.....

Padlock / Swipe Tag \$.....

Other: \$.....

TOTAL – initial payment payable
prior to access Unit \$.....

Total payable prior to access to Unit by:

Cheque Credit Cash

Fortnightly payments (see clause 2) of \$.....
to be made by:

Automatic Payment Other

BANK DETAILS:

Account number: 12 3038 0243765 51
Account name: ZION Storage Ltd

Please ensure your payments have the following information:

Name..... Licence Agreement No.....

INSURANCE DETAILS:

Name of Insurance Company:

Insurance Company advised on:
Date

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AND **SIGN EVERY PAGE**. BY SIGNING THIS LICENCE AGREEMENT YOU WILL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS OF LICENCE AGREEMENT FOR SELF-STORAGE UNITS

1. STORAGE

1.1 The Customer:

- a. acknowledges that the only service ZION Storage is providing to the Customer is a licence to use self-storage space allocated to the Customer ("the Unit") by ZION Storage for the sole purpose of storing goods and that no other goods or services are provided by ZION Storage;
- b. is deemed to have knowledge of the goods stored in the Unit;
- c. acknowledges that this Licence Agreement does not grant the Customer a lease or any interest in the Unit.

1.2 ZION Storage (which term includes its directors, employees and agents):

- a. does not provide any service other than the Unit;
- b. does not and will not be deemed to have knowledge of the goods stored in the Unit;
- c. is neither a bailee nor a warehouseman of the goods and the Customer acknowledges that ZION Storage does not take possession of the goods.

2. OUR CHARGES AND PAYMENT

2.1 Payment for the storage and charges is to be made in advance with the initial payment recorded on the front page of this Licence Agreement to be made on or before the Commencement Date and any subsequent payments to be made every fortnight after the Commencement Date.

2.2 Self-storage space is available on a weekly basis. Should a Customer require the self-storage space for part of a week the storage fee payable is for the full week.

2.3 The Customer may be charged a Bond. This Bond will be included in the initial payment to be paid by the Customer pursuant to clause 2.1.

2.4 The Customer may also be charged:

- a. an account fee, if the Customer asks ZION Storage to send out a monthly invoice ZION Storage does not normally send out invoices or bills;
- b. an administration fee, if the storage period is less than one calendar month;
- c. an additional insurance premium if goods stored in the Unit are valued at more than \$10,000 and approved in writing by ZION Storage pursuant to clause 5.1;
- d. a dishonoured payment fee, for any payments made by the Customer that are dishonoured;
- e. a late payment fee, for any fees that are overdue. This fee is payable for each and every payment that is late, whether as set out on the front page of this form or as may be agreed with ZION Storage at a later date;
- f. for any damage to the Unit caused by the Customer;
- g. a cleaning charge, if the Unit, in ZION Storage's opinion, requires cleaning on termination of this Licence Agreement;
- h. an after-hours access fee, if you have required ZION Storage to provide access to the Unit after hours;

i. reasonable costs, charges and expenses (including solicitor/client costs) incurred by ZION Storage when these costs are associated with collecting or taking action to collect any moneys owed by the Customer to ZION Storage.

2.5 We may increase the storage fees or any other fees or charges payable under this Licence Agreement at any time by giving the Customer not less than one calendar month's written notice (including via email).

3. DAMAGE

3.1 The Customer agrees to pay ZION Storage, upon demand, the costs of repair of any damage caused to the property managed by ZION Storage by the Customer or the Customer's agent or employees or by any goods stored in the Unit.

4. DEFAULT

4.1 If the Customer fails to pay any moneys owed to ZION Storage or to comply with any obligation under this Licence Agreement, time being of the essence, the Customer shall be deemed to have committed an act of default.

4.2 All goods in the Unit are subject to a general lien for all storage fees and any other amounts owing to ZION Storage by the Customer.

4.3 In the event of default by the Customer, ZION Storage may without prejudice to any other rights remedies or powers of ZION Storage exercise one or more of the following rights:

- a. deny the Customer access to the Unit (which may include replacing the Customer's padlock);
- b. terminate this Licence Agreement pursuant to clause 9.1a.;
- c. upon 10 calendar days' notice in writing to the Customer;
 - i. re-enter the Unit;
 - ii. remove the goods from the Unit and sell the goods by private arrangement or public auction to defray any unpaid moneys; and/or
 - iii. at ZION Storage's election take possession of and retain the goods to satisfy any obligation of the Customer under this Licence Agreement; and/or
 - iv. dispose of the goods in any other manner, whether for value or not, as the Owner sees fit.

4.4 From the date of default until the date the default is remedied, the Customer shall pay ZION Storage interest on all moneys payable to ZION Storage under this Licence Agreement at the rate of 20% per annum.

5. ACCESS TO AND CONDITIONS OF THE USE OF THE UNIT

5.1 The Customer:

- a. has the right of access to the Unit only during access hours as posted by ZION Storage;

- b. is solely responsible for the securing of the Unit in a manner which is acceptable to ZION Storage;
 - c. must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that may create a risk to any property of any person. The storage of any type of food including but not limited to dried food or canned food and fertiliser is strictly forbidden;
 - d. must not obstruct the entrance to any other self-storage space;
 - e. must not create any nuisance to ZION Storage or any customer of ZION Storage;
 - f. must not store goods valued at more than \$10,000 in the Unit unless approved in writing by ZION Storage;
 - g. will use the Unit solely for the purpose of storage and must not carry on any business or other activity in the Unit;
 - h. must maintain the Unit by ensuring it is clean and in state of good repair or a cleaning charge may be deducted from the Bond and/or an additional cleaning charge may be charged by ZION Storage;
 - i. ensure the goods are dry, clean and free from vermin and food scraps when placed in the Unit;
 - j. must notify ZION Storage in writing of the change of address of the Customer or the Alternate Contact Person;
 - k. grants ZION Storage the entitlement to discuss any default by the Customer with the Alternate Contact Person;
 - l. must not physically alter or damage the Unit in any way (including the use of screws or nails) without ZION Storage providing written consent. In the Event of damage to the Unit, ZION Storage is entitled to retain the Bond to the value of the repairs required.
- 5.2 ZION Storage may refuse access to the Unit by the Customer where any moneys are owing by the Customer to ZION Storage, whether or not a formal demand for payment has been made.
- 5.3 ZION Storage reserves the right to relocate the Customer to another unit for the proper management of the self-storage facility.

6. RISK AND RESPONSIBILITY

- 6.1 No oral statements made by ZION Storage or its employees form part of the agreement. No failure or delay by ZION Storage to exercise its rights under this agreement will operate to reduce those rights.
- 6.2 If the Customer is using the Unit for the purpose of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the CGA") are excluded.
- 6.3 If the CGA applies, the Customer acknowledges in accordance with clause 1.2 ZION Storage is only providing a licence to use self-storage space allocated by ZION Storage for the sole purpose of storing goods and that no other goods and services are provided by ZION Storage. In particular, no other undertakings or commitments are given or undertaken by ZION Storage whether in tort, contract or other legal principle.
- 6.4 a. The goods are stored at the Customer's sole risk and responsibility in all respects. The Customer must insure the goods for their full replacement value against all risk including without limitation theft, damage, deterioration, flood, fire, leakage, heat, seepage of any substance from another self-storage space, pests, or vermin.
b. If the Customer fails to insure the goods in accordance with this clause, the Customer will keep ZION Storage indemnified against all claims for any loss or damage to the Customer's goods and from all claims for loss, damage or injury that may result from the Customer's use of the self-storage space, or in the event of default, any act by ZION Storage in relation to the goods.
- c. The Customer acknowledges that ZION Storage is not responsible for any damage or loss caused by any act or omission of any other Customer or of ZION Storage.
- d. The Customer acknowledges that ZION Storage does not insure the goods nor accepts any risk or responsibility in respect of the goods.
- 6.5 The only person who can make deliveries and removals from the Unit is the Customer and persons allowed access identified on the front page of this Licence Agreement UNLESS the Customer gives instructions to ZION Storage.
- 6.6 Unless specifically covered by insurance in accordance with clause 6.4, the Customer must not store goods:
a. subject to clause 5.1f., valued at more than \$10,000; or
b. which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, works of art and items of personal sentimental value.
- 6.7 The Customer agrees to indemnify ZION Storage from all claims in contract, tort or otherwise, for any loss or damage to the property of, or personal injury to:
a. third parties; and / or
b. the true owner of the goods stored in the Unit resulting from or incidental to the use of the Unit by the Customer.

7. COMPLIANCE WITH LAWS

- 7.1 The Customer acknowledges and agrees to comply with all relevant laws applicable to the use of the Unit. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Customer, and includes all costs resulting from such breach.
- 7.2 If ZION Storage believes at any time, in its discretion, that the Customer is not complying with any law, ZION Storage may take any action ZION Storage believes to be necessary to so comply, including inspection under clause 8 and termination under clause 9. ZION Storage may also immediately dispose of or remove the goods at the Customer's expense and submit the goods to any relevant authorities.

Customer's Signature:

8. INSPECTION AND ENTRY BY ZION STORAGE

- 8.1 Subject to clause 8.2, the Customer consents to inspection and entry of the Unit by ZION Storage on 5 days written notice.
- 8.2 In the event of any emergency, that is, where ZION Storage believes that laws are being broken, or where property, the environment or human life is, in the opinion of ZION Storage, threatened, ZION Storage may enter the Unit using all necessary force without the written consent of the Customer. ZION Storage will endeavour to notify the Customer as soon as practicable. The Customer irrevocably consents to such entry.

9. TERMINATION

- 9.1 a. Either party may terminate this Licence Agreement by giving the other party not less than 10 days written notice or, in the event of ZION Storage not being able to contact the Customer, the Alternate Contact Person identified on the front of this Licence Agreement;
- b. In the event of illegal or environmentally harmful activities on the part of the Customer, ZION Storage may terminate this Licence Agreement immediately without notice;
- c. ZION Storage is entitled to retain the Bond or a portion of the Bond, if the required notice is not given by the Customer;
- d. Upon termination, the Customer must remove all goods in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of ZION Storage on the date specified. The Customer must pay any outstanding moneys and any expenses on default or other moneys owed to ZION Storage up to the date of termination, or clause 4.3 will apply. Any calculation of the outstanding moneys will be calculated by ZION Storage and such calculation will be final.
- e. If ZION Storage enters the Unit under clause 4.3 and there are no goods stored there ZION Storage may terminate this Licence Agreement immediately. ZION Storage will send written notice to the Customer within 7 days of termination of this Licence Agreement.

10. NOTICE

- 10.1 The parties shall be deemed to have received a notice from the other if sent:

- a. to the Customer's address, fax, or email recorded on the front page of this Licence Agreement;
- b. to ZION Storage, PO Box 493, Kaitaia, 0441.

11. PPSA

- 11.1 The Customer grants to ZION Storage a registrable "security interest" (as that term is defined in the Personal Property Securities Act 1999 ("PPSA")) in the goods as security for the satisfaction of the Customer's obligations under this Licence Agreement.
- 11.2 The Customer agrees that sections 114(1)(a), 116, 120(2), 121, 125 to 127, 129, 131 and 133 of the PPSA shall not apply to this Licence Agreement or the security created hereunder.
- 11.3 The Customer waives the right to receive a copy of any verification statement confirming registration of a financing statement as that term is defined in the PPSA.

12. ASSIGNMENT

- 12.1 The Customer may not assign the Customer's rights or obligations under this Licence Agreement.

13. WHOLE CONTRACT, WAIVER

- 13.1 This Licence Agreement represents the entire terms of contract between the parties and supersedes all prior oral and written representations agreements or understandings. No statements or representations by ZION Storage or any employee or agent of ZION Storage other than those expressly recorded in this Licence Agreement shall form part of this Licence Agreement or create an obligation for ZION Storage.
- 13.2 No failure or delay by ZION Storage to exercise its rights under this Licence Agreement will operate as a waiver of those rights.
- 13.3 Any variation or addition to this Licence Agreement must be in writing and signed by both parties.
- 13.4 The Customer acknowledges the Customer is advised to obtain legal advice before signing this Licence Agreement and has either done so or waived the right to do so.

SUMMARY OF TERMS AND CONDITIONS:

The Customer must keep their account paid in advance (that is, all payments must be made before they fall due on the first day of the new billing cycle.)

As an example, if you are paying fortnightly and start your rental on Monday 1st January, then your first two weeks will be due on Monday 1st, and the second two weeks will be due on Monday 15th January. As bank transactions can take up to two working days to appear please ensure your payment is made two days earlier (in this example the automatic payment would need to be set up for Thurs 11th January).

If the customer fails to pay their rent on time:

After 10 calendar days of default:

- ZION Storage will deny the Customer access to the unit, including adding a padlock or replacing the Customer's padlock (at the Customer's cost);
- The Customer will be liable for a late payment fee for any further missed payments.

After 20 calendar days of default:

- ZION Storage will send a FINAL DEMAND by post, email, or text.

After 30 calendar days of default:

- ZION Storage will take ownership of the contents and dispose of them to free up the unit and recover rent arrears if possible;
- ZION remaining arrears will be liable for 20% per annum interest and forwarded to a debt collection agency.

Every effort will be taken to contact the Customer if they default on their payments, however it is the Customer's responsibility to ensure their payments are made on time and to inform ZION Storage of any changes to their contact details.

All items are stored at the Customer's risk; ZION Storage accepts no risk and no responsibility for any goods stored.

SIGNATURES: I/We agree to be bound by the attached terms and conditions of Licence Agreement.

.....
Customer's Signature

.....
Date

.....
Signed for and on behalf of
ZION Storage Limited

.....
Date