

GERALDTON STORAGE UNITS

12 Cameron Road, Webberton WA 6530

2023 Application Form

This Agreement to Lease (the **Agreement**) is made on behalf of the **Landlord** by and between  
L & B NOMINEES PTY LTD T/AS RAY WHITE GERALDTON

(the Managing Agent), whose mailing address is

P.O. BOX 26 GERALDTON WA 6531

and

**Name:** \_\_\_\_\_

(the **Tenant**), whose mailing address is

**Address:** \_\_\_\_\_

Work: \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

ABN \_\_\_\_\_

1. **TERM:** This Agreement shall commence on    /   /    (the **Commencement Date**) and expire on    /   /    unless terminated earlier under any provision of this Agreement (the **Term**). Upon expiry this application with consent will continue on a month by month basis, Seven (7) days notice must be given in writing for termination of this agreement.
2. **PREMISES:** The Landlord agrees to grant and the Tenant agrees to take a lease for the Term of Storage Unit/s #     having an area of approximately (please tick preferred)
  - Sea Containers 15sqm (approx.) \$200.00 per month (incl GST)
  - Small Storage Unit 9sqm (approx.) \$180.00 per month (incl GST)
  - NEW Storage Unit 9.18sqm (approx) \$180.00 per month (incl GST)**
  - Large Storage Unit 19.5sqm (approx.) \$250.00 per month (incl GST)
  - Lay Down bay (Not Covered) \$85.00 per month (incl GST)

and situated at 12 Cameron Road, Webberton, Western Australia (the **Premises**).

3. **HOLDING OVER:** If the Tenant continues to use or occupy the Premises after the expiry of the Term with the Landlord's consent, then the Tenant will be holding over as a tenant from month-to-month of the Landlord at the greater monthly rate and otherwise on the terms in this Agreement. A party may terminate the monthly tenancy by giving at least seven (7) days notice to the other party. If the property is sold the Landlord is required to give 28 days notice. A party may terminate the monthly tenancy by giving at least two weeks' notice to the other party.
4. **RENT:** The Tenant must pay to the Landlord during the Term \$        per month (including GST) for the use of the Premises (the **Rent**). The first payment must be made upon signing this Agreement, and thereafter the Rent is due and payable in advance on each monthly anniversary of the Commencement Date (the **Due Date**). The Rent must be paid to the Landlord's agent, Ray White Geraldton, or as the Landlord directs from time to time.
5. **INTEREST:** If the Tenant fails to pay the Rent payable by it under this Agreement on the Due Date, the Tenant must pay interest on that amount at the rate of 15% per annum from the day after the Due Date until the date that the amount is paid in full, both dates inclusive.
6. **SECURITY DEPOSIT:** Upon signing this Agreement, the Tenant must pay to the Landlord a deposit of **\$ 150.00** as security for the performance of the Tenant's obligations under this

Agreement (the **Security Deposit**). The Security Deposit must be held by the Landlord in trust for the Tenant and will be refunded to the Tenant without interest within 30 days after the Tenant vacates the Premises, provided that:

- (a) the Tenant gives the Landlord at least two weeks' notice of its intention to vacate;
- (b) the Tenant vacates the Premises on or after the expiry of the Term;
- (c) all amounts due by the Tenant to the Landlord under this Agreement have been paid;
- (d) the Premises are clean, not damaged and left in their original condition, normal wear and tear excepted;
- (e) the Tenant has removed all its personal property from the Premises;
- (f) no property owned by the Landlord has been removed from the Premises; and
- (g) all remote control devices supplied to the Tenant have been returned to the Landlord.

If the Tenant does not comply with its obligations under clauses 6(a) to (g), the Landlord may:

- (h) carry out the Tenant's obligations at the Tenant's cost by deduction from the Security Deposit;
- (i) treat any remaining property of the Tenant as abandoned and deal with it as the Landlord sees fit at the Tenant's cost.

7. **USE OF PREMISES:** The Tenant shall have access to the Premises 24 hours a day, 7 days a week, subject to the Tenant complying with the following rules:

- (a) the Premises must be used solely for the storage of personal property;
- (b) all property must be stored within the Premises, and if any property is stored outside the Premises in breach of this rule, it will be removed at the Tenant's cost;
- (c) animals or pets are not to be left unattended in the Premises, nor are the Premises to be used for sleeping or as living quarters;
- (d) heavy maintenance or repairs is not permitted in or around the Premises;
- (e) spray painting or welding is not permitted in or around the Premises;
- (f) no business is to be conducted in or from the Premises;
- (g) no explosive, hazardous or flammable materials are to be stored in the Premises;
- (h) no dangerous or offensive activity is to occur in or around the Premises, nor are the Premises to be used for any illegal activity;
- (i) no circumstance is permitted to arise in the Premises that may be a nuisance to the occupiers of other properties in the vicinity of the Building;
- (j) no signs, banners, lettering, painting, awning, canopy, shutter, screen, radio or television antenna, or anything else, are to be placed on or applied to the exterior of the Premises; and
- (k) the Premises are not to be used to store trash or rubbish, items emitting odours, plants or anything else that may harbour insects, rodents or other pests.

8. **LANDLORD'S RIGHT TO ENTER PREMISES:** The Landlord and its agents may enter the Premises at all reasonable times on reasonable notice for the purpose of:
- (a) inspecting the Premises to determine whether the Tenant is complying with its obligations under this Agreement;
  - (b) carrying out any works to the Premises that are not the Tenant's responsibility; and
  - (c) showing the Premises to prospective buyers, tenants and mortgagees.

The Landlord and its agents may enter the Premises at any time without notice if:

- (d) it reasonably appears that the Premises are being used for any unlawful purpose or for purposes other than those set out in clauses 7(a) to (k);
  - (e) the Tenant is in default under this Agreement; or
  - (f) any emergency arises which necessitates access to the Premises.
9. **KEYS AND LOCKS:** The Tenant must not add locks to, change, or in any way alter the locks installed on the doors to the Premises. Upon signing this Agreement, the Tenant acknowledges receipt of 1 remote control device(s), which is to be returned to the Managing Agent at the expiry of the Term in accordance with clause 6(g).
10. **NON-LIABILITY:** The Landlord is not liable to the Tenant for personal injury or damage to or loss of personal property suffered or incurred by the Tenant or its guests or occupiers relating to their use or occupation of the Premises.
11. **SECURITY:** The Tenant acknowledges that the Landlord does not provide a guard service or other security measures, other than the electronic security gates. The Tenant assumes all responsibility for the protection of the Tenant, its guests and occupiers and their property, from criminal acts of third parties.
12. **ALTERATIONS AND IMPROVEMENTS:** The Tenant must obtain the Landlord's consent before the Tenant carries out any works in or to the Premises, including:
- (a) altering the Premises or their layout;
  - (b) installing or removing any item fixed in or to the Premises; or
  - (c) making any penetration in any surface of the Premises.

When carrying out any works in or to the Premises with the Landlord's consent, the Tenant must:

- (d) obtain all necessary approvals from the relevant authorities;
- (e) make sure that the works are carried out by a suitably qualified contractor;
- (f) protect the Premises from damage and promptly repair and make good any damage caused;
- (g) on completion of the works remove all debris and clean the areas affected by the works; and
- (h) at the Landlord's option, remove all alterations and improvements at the expiry of the Term.

13. **DEFAULT:** The Tenant is in default if the Tenant fails to comply with any obligation under this Agreement. If the Tenant is in default, the Landlord may give the Tenant a notice requiring the Tenant to remedy the non-compliance within:

- (a) 7 days if the default relates to payment of money; or
- (b) 14 days in all other cases.

If the tenant fails to comply with the requirements of any notice issued under this clause within the timeframe specified in the notice, the Landlord may:

- (c) re-enter and take possession of the Premises and treat any property of the Tenant remaining in the Premises as abandoned and deal with it as the Landlord sees fit at the Tenant's cost;
- (d) terminate this Agreement by giving notice to the Tenant;
- (e) elect to convert the unexpired portion of the Term into a tenancy from month to month; or
- (f) take any other action which may be available to it at law.

14. **NOTICES:** A notice, demand, certification, process, consent, waiver, agreement or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender and, in addition to any other lawful means of service, may be sent to a party at their address stated in this Agreement. A party may change its address for notices by notice to the other party and the changed address will then be taken to be the current address.

15. **LETTING FEE:** The Tenant acknowledges and agrees that there is a non-refundable leasing fee payable by the Tenant to the Landlord's Managing agent at a cost of **\$75.00**

This Agreement was signed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signed** for and on behalf of the **Landlord** )  
by its authorised representative: )

\_\_\_\_\_  
Name of Representative (print)

\_\_\_\_\_  
Signature

**Signed** for and on behalf of the **Tenant** )  
by its authorised representative: )

\_\_\_\_\_  
Name (printed) of Tenant

\_\_\_\_\_  
Name (printed) of Witness

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Witness

I/We the Tenant have received a copy of this Agreement \_\_\_\_\_

Date \_\_\_\_\_

One month's Rent	\$(TBC) _____
Letting fee	\$ <u>75.00</u>
Security Deposit	\$ <u>150.00</u>
Total	\$(TBC) _____

**Upon completion of this application, the tenant will be issued with a tax invoice.**

Received by \_\_\_\_\_

**INSURANCE:** It is recommended that all tenants obtain a contents insurance policy on personal items over the duration of lease.

OFFICE USE ONLY

Please ensure 100 Point ID Check is attached to this Agreement

Birth Certificate, Citizenship Certificate or Passport (70 points) \_\_\_\_\_ [ ]

Driver's Licence or Other Photo ID Card (40 points) \_\_\_\_\_ [ ]

Bank Card or Medicare Card (25 points) \_\_\_\_\_ [ ]

Rates Notice or Utility Account (25 points) \_\_\_\_\_ [ ]

Known to Staff \_\_\_\_\_ [ ]

Employer's Details \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Please ensure a colour photocopy of Driver's Licence/Passport is attached to the office copy of this Agreement**