





www.storeallbds.com

#### **RENTAL AGREEMENT**

Store All Inc. Head Office - #12 Pine Commercial St. Michael, BB11103 Barbados Tel: 429-7428 Fax: 436-5416 email: rentals@storeallbds.com

Welcome to Store All!

Storage Unit Number(s): \_\_\_\_\_

Access Code: \_\_\_\_\_\_ (SEVEN digits followed by #) Unit Size(s): \_\_\_\_\_

RECEIVED BY STORE ALL INC. (hereinafter called the "Company") on the account of

\_\_\_\_\_\_(only one named tenant)

(hereinafter called the "Tenant") for the use on the terms and conditions herein set forth, of a storage unit located at the Company's storage facilities at Pine Commercial, located in the parish of St. Michael, and Gibbons Industrial Park, located in the parish of Christ Church, and Dayrells Commercial Park, Lears in the parish of St. Michael.

#### 1. DEFINITIONS

In this Rental Agreement the following terms shall have the meanings set out below:

- 1.1. "Rent" means the monthly payments to be made by the Tenant to the Company during the Rental Period (as defined below) according to the Company's current rate schedule. Rent does not include the cost of packing any articles in the Storage Unit or the carriage of articles to or from the Premises.
- 1.2. "Rental Period" means the period commencing from the date of this Rental Agreement until the end of that calendar month and continuing for successive periods of one calendar month's duration each until termination in accordance with the provisions of this Agreement.
- 1.3. "Premises" means the Company's storage facilities situate at #11, #12 and #13 Pine Commercial, St. Michael, and Gibbons Industrial Park, Christ Church and #4 Dayrells Commercial Park, Lears, St. Michael includes the Storage Unit as defined herein.
- 1.4. "Storage Unit" means all that the storage unit numbered \_\_\_\_\_\_ located at the Premises.
- 1.5. "Force majeure event" means fire, flood, earthquake, explosion or other casualty of act of God; war, riot or other violence; or any law, order, proclamation, demand or requirement of any governmental authority affecting the Premises.
- **1.6.** "opening hours" means the hours between 6 a.m. and 8 p.m. daily, unless special access is granted for drive-up units.

#### 2. RENTAL CONDITIONS

- 2.1. The Rent is due and payable by the Tenant to the Company on the first day of each month of the Rental Period. The rent is due even if the Tenant has not moved items into the Storage Unit. If the Tenant does not receive an invoice from the Company for whatever reason, the Tenant must still pay the monthly rent due to the Company.
- 2.2. The Company reserves the right to vary its charges including Rent upon giving one month's notice to the Tenant.
- 2.3. Except where there is a force majeure event and subject as provided below the Tenant shall have access to the Premises during opening hours. The Company reserves the right under a force majeure event to adjust the Tenant's access to the Premises as the Company deems necessary without notice to the Tenant.
- 2.4. Access to the Premises is provided by the Company to the Tenant only. The Tenant shall accompany any person(s) visiting the Premises at the invitation of the Tenant at all times.
- 2.5. The Company is not liable for damage to Tenant's vehicle when on the Premises.
- 2.6. The Company prohibits smoking or the consumption of alcoholic beverages on the Premises.
- 2.7. The Company may refuse access to any person unless all Rent due and all other sums, if any, owed by the Tenant to the Company have been previously paid.
- 2.8. If the Rent is not paid in full when due the Tenant shall be automatically locked out of the Premises on the third day of the month. Access will not be granted until the Tenant has paid in full. Online payments may not be processed immediately.
- 2.9. If the Rent continues unpaid on the tenth day of the month a letter (First Notice) requesting payment will be sent to the Tenant. If the Rent still continues unpaid, fifteen days after the date of the First Notice a second letter (Final Notice) requesting payment will be sent to the Tenant. If the Rent still continues unpaid, seven days after the date of the Final Notice the articles stored in the Tenant's storage unit will be auctioned. Notices can be sent from the Company to the Tenant by mail and/or email.
- 2.10. On the fifth day of the month a late payment charge of 10% shall automatically accrue monthly on all unpaid balances of Rent, and shall be added to and payable as Rent. If the Rent continues unpaid, on the twenty fifth of the month a fee of \$25.00 will be imposed. If the Rent still continues unpaid and the Company has to remove the Tenant's lock a \$50.00 charge will be imposed and be payable by the Tenant. No exceptions will be made as the system does not allow late charges to be waived. An advertisement will then be placed in the newspaper before the Tenant's items are auctioned and its cost will be payable by the Tenant. It will contain the Tenant's name and address. If the Tenant decides to pay the Company at this time, the Company may demand cash and may not allow payment by cheque or credit card.
- 2.11. The Tenant authorizes and consents to the Company contacting the Tenant at the Tenant's residence, email box, cellular phone or by automated telephone calls and text messages. Such automated calls and text messages may be used for collection purposes.
- 2.12. An NSF fee of \$75.00 will be payable by the Tenant to the Company for any cheques returned by the bank because of insufficient funds. The Company may refuse to accept another cheque from the Tenant, and may require a cash payment, if a cheque is returned by the bank.
- 2.13. The Tenant can use the drop box on the outside of the Premises for payments, but this is for

cheques only and cash must not be placed in the drop box.

2.14. The Company reserves the right to amend this Rental Agreement at any time, and will send notice of such to the Tenant via email.

#### 3. DISCLAIMER

- **3.1.** All articles stored in the storage unit are stored at the Tenant's risk. The Tenant acknowledges that the Company does not carry any insurance which in any way covers any loss whatsoever that the Tenant may have or claim while renting the storage unit.
- 3.2. The Tenant acknowledges that in the event of a power failure the gate to the Premises and the keypad to the indoor units may cease operating after about forty five minutes and the security cameras and digital recorder will not work and the Company shall not be liable to the Tenant for any loss or damage caused to the Tenant as a result of any such occurrences.
- 3.3. The Company shall not be responsible for destruction or loss of or damage to any article howsoever caused. The Company strongly recommends that the Tenant purchases Contents Protection. The Company recommends that boxes and items made of absorbent material are not be placed directly on the ground, and be elevated, in case of flood or liquid spills. The Tenant shall be responsible for checking and ensuring the safety of the articles stored by the Tenant in the Storage Unit. The Company recommends that the Tenant checks the Storage Unit frequently for things like water, mold, insects, etc. The Tenant acknowledges that the Company's security systems are not infallible and can fail to prevent crime, and that not all areas are covered by the cameras, and that the cameras are not watched 24 hours a day

#### 4. INDEMNITY

4.1. The Tenant shall at all times defend, indemnify and hold the Company, its officers, directors, employees and agents, harmless against any and all liabilities, expenses, claims, demands, actions, proceedings, suits, damages, judgments, expenses (including any costs and legal or professional fees reasonably incurred by the Company in connection herewith or otherwise in connection with the enforcement of this indemnity) howsoever arising from or in connection with or attributable to this Rental Agreement. This indemnification obligation shall survive any termination of this Rental Agreement.

#### 5. COMPANY'S REMEDIES FOR NON-PAYMENT

5.1. Without prejudice to the ordinary rights or action of the Company against the Tenant for breach of Clause 2 or Clause 6 or any other clause hereof, if any Rent or other charges payable by the Tenant to the Company shall not have been paid within 10 days after becoming due the Company may upon giving to the Tenant 15 days notice in writing of its intention so to do unless all such charges shall in the meantime have been paid, seek to recoup any outstanding monies owed through the sale of any articles stored in the Storage Unit by the Tenant. For that purpose the Company may open or break open (without being liable for any damage unavoidably caused thereby) the Storage Unit and any box package or other container contained therein. The Company may move the items in the Tenant's Storage Unit to another Storage Unit or may send the items to an auctioneer to be sold. Any costs incurred by the Company in or arising out of the recovery of outstanding charges, including, but not limited to, debt collection services, handling fees, newspaper advertisements, auctioneers' commissions, legal fees etc. will be for the account of the Tenant. In the event that any articles are deemed

not fit for sale, the Company reserves the right to dispose of these items as necessary, with any costs incurred in said disposal being for the account of the Tenant.

**5.2.** The Tenant is encouraged to choose the auto-debit payment option with a "no late fee guarantee". The Tenant will avoid late fees by providing current credit card information and authorization for payments.

The Company is hereby authorised to charge the following credit card:

CREDIT CARD TYPE:

CREDIT CARD HOLDER:

CREDIT CARD NUMBER:

EXPIRY DATE: CVV#: (3 digits)

- 5.3 The Tenant represents and warrants that he is the beneficial and legal owner of all the articles in the storage unit with no liens, assignments or encumbrances thereunder and that the same may be sold by the Company in accordance with this Agreement.
- 5.4 The Tenant agrees to defend and indemnify the Company from and against any and all claims, demands, judgments, and costs (including reasonable attorneys' fees) arising out of or relating to the ownership or title to goods stored.
- 5.5 For the avoidance of all doubt, the Company shall be entitled to exercise its remedies for nonpayment until all sums due to the Company are paid in full. The Company will not be obliged to halt the exercise of its remedies if the Tenant makes a part-payment towards the outstanding sums due.

#### 6. TENANT'S COVENANTS

- 6.1. The Tenant shall maintain the appearance of the Storage Unit and the Premises, fair wear and tear excepted, and shall not leave any items, refuse, packing material etc. outside of the Storage Unit or anywhere about the Premises. If any items are left outside of the Storage Unit they will be disposed of.
- 6.2. All costs associated with cleaning, sweeping and/or removal of refuse left by the Tenant in a vacated storage unit, a hallway or a driveway, and undertaken by the Company will be for the account of the Tenant. The minimum cleaning or sweeping fee is \$25.00 plus VAT plus a disposal fee. The fee for taking items to the landfill is \$150.00.
- 6.3. The Tenant will exercise reasonable care when using the Storage Unit. Any damage to the Premises or any equipment of the Company present on the Premises caused by the Tenant or the Tenant's representative(s) will be the responsibility of the Tenant, and the Tenant shall report such damage to the Company within 24 hours of the occurrence of such damage.
- 6.4. All costs associated with repairs to the Premises undertaken by the Company, due to negligence of the Tenant shall be for the account of the Tenant.
- 6.5. The Tenant shall ensure that the Storage Unit is locked at all times, and the Company recommends the use of a cylindrical lock for improved security. If the Storage Unit is left unlocked, the Company reserves the right to place a lock on it, and to add the cost of the lock to the Tenant's account, and to send the keys to the Tenant by registered mail.
- 6.6. The Tenant shall ensure that all electric lights in the Storage Unit (indoor storage at Pine

Commercial only) are switched off upon leaving the Storage Unit. For every electric light left on by the Tenant after the Tenant has left the Storage Unit an electricity surcharge of \$5.00 per day shall be payable by the Tenant to the Company.

- 6.7. The Tenant shall not enter the drive-up storage area on foot, and must enter in a vehicle; otherwise the Tenant will be unable to exit through the gate.
- 6.8. The Tenant shall not follow someone through either entrance without inputting the Tenant's access code.
- 6.9. The Tenant shall not prop open the entrance door and shall ensure that when the Tenant leaves the Premises the door to the Premises is securely closed.
- 6.10. The Tenant shall not store any liquids, explosives, flammable liquids, perishable, hazardous materials, contraband or other goods prohibited by law. The Tenant shall not store gas bottles, and the Tenant shall not have an open flame on the Company's premises.
- 6.11. No vehicles (including motorcycles) shall be stored unless a special rental agreement for vehicles is signed.
- 6.12. The Tenant shall not let or sublet or assign the whole or any part of the Storage Unit without written permission from the Company.
- 6.13. The Tenant shall not make any changes, including but not limited to shelving, to the Storage Unit without written consent from the Company.
- 6.14. The Tenant shall use the Storage Unit for self-storage only. The Tenant shall not conduct any trading or provide any service of any kind on the Premises, or engage in any non-storage activity of any kind.
- 6.15. The Tenant shall not unload shipping container(s) on the Company's premises without the Company's permission. Such shipping container(s) must be removed promptly, and if a shipping container is left on the Company's premises for more than one day the Tenant will be charged a fee of \$100.00 plus VAT per day.
- 6.16. The Tenant shall keep the Company informed from time to time of his address and contact information and of any change thereof <u>in writing</u>. Any notice or communication required to be given or sent by the Company to the Tenant hereunder or in connection herewith shall be addressed to the Tenant at the last address, email address or phone number of which he shall have given notice to the Company.
- 6.17. The Tenant guarantees and warrants that the Credit Card has not been cancelled or suspended and that it will take no actions to prevent or hamper the use of the Credit Card by the Company in accordance with this Agreement, and will give any further authorization, confirmation or permission to any other body or person as may be required by the Company for its proper use.
- 6.18. The Tenant may not cancel or reduce the limit on the Credit Card without the express written permission of the Company. Should the Credit Card be cancelled or suspended or otherwise incapable of being used by the Company in accordance with this Agreement, the Tenant shall immediately provide the Company with the details of another valid Credit Card with a similar limit to the Credit Card.
- 6.19. The Tenant must not store goods that are irreplaceable, and/or currency, jewellery, deeds, paintings, curios, works of art and items of personal sentimental value. The value of the items stored must not be more than BDS \$50,000.00.

#### 7. RIGHTS OF ENTRY

The Tenant must permit the Company and its duly authorised surveyors(s) or agent(s) to enter the Storage Unit without notice in case of emergency like a flood, fire, liquid spill or a foul odour, with all necessary workmen and appliances:

7.1 To carry out necessary or emergency repairs in the Storage Unit or any part of it.

7.2 To execute work necessary to remedy any breach by the Tenant of any covenant in this Rental Agreement.

For the avoidance of doubt in cases of emergency no notice need be given for re-entry to carry out the works specified in this clause and the Company, or another person on behalf of the Company may break into the Storage Unit if entry cannot be effected in any other way. The Company must make good all damage to the Storage Unit or anything in it caused by the entry or carrying out of the permitted work.

#### 8. TERMINATION

- 8.1. This Rental Agreement may be terminated by either party by the giving of one month's written notice to the other party. The Rent falling due after notice of termination is given shall not be prorated if the Tenant vacates the Storage Unit before the end of the month.
- 8.2. Upon termination of this Rental Agreement the Tenant shall return the Storage Unit to the condition in which it was prior to the commencement of the Rental Agreement and remove any lock placed by the Tenant on the door of the Storage Unit. At this point the Company will refund the Tenant's security deposit in full. Should it become necessary for the Company to remove a Tenant's lock a \$50.00 charge will be imposed and be payable by the Tenant.

#### 9. MISCELLANEOUS

- 9.1. Where the context so allows, all references to the Tenant and/or the Company shall be construed to include the respective servants, agents, heirs or assigns of the Tenant or the Company as the case may be.
- 9.2. This agreement contains the entire agreement between the parties and no oral statements or promises from any employee or agent of the Company that conflict with this agreement have any binding effect.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

I have read, understand and agree to be bound by this Rental Agreement.

SIGNED BY THE TENANT:	PRINT NAME:	

The use of an electronic signature is equivalent to a written signature, and the Company can rely on it to bind the Tenant to the terms and conditions in this rental agreement.

#### TENANT MAILING ADDRESS (PLEASE PRINT):

N.B. If you are a resident of the European Union you <u>MUST</u> read and initial our Privacy Policy regarding your data.

HOME PHONE #:	WORK PHONE#:			
MOBILE PHONE#:	FAX #:			
EMAIL:				
BARBADOS ID #/DRIVER'S LICENSE #/F	PASSPORT # or COMPANY NUMBER: 3. A COPY MUST BE PROVIDED)			
NAME OF EMPLOYER:				
NAME OF ALTERNATE CONTACT:				
EMAIL OF ALTERNATE CONTACT:				
ALTERNATE CONTACT'S PHONE #:				
HOW DID YOU HEAR ABOUT STORE ALL?:				

# PLEASE REFER US TO SOMEONE YOU KNOW, AND IF THEY SIGN UP WITH US WE WILL GIVE YOU **\$100.00** CASH!

#### Please review us on Google:

- 1. Open/launch Google.
- 2. Search for Store All Barbados, Store All South or Store All Lears. It should come up on the right side with the map.
- 3. Click on "Write a review".
- 4. In the window that appears, click the stars to score Store All, and please also write a review.

Thanks for your help and thanks for storing with us.

Office hours (Store All, #12 Pine Commercial, St. Michael): Mon. - Fri. – 8.00 am to 5.00 pm. Office hours (Store All South, Gibbons Industrial Park, Christ Church): Mon. - Fri. – 9.00 am to 5.00 pm.



### **CONTENTS PROTECTION**

SUM INSURED	MONTHLY RATE
\$1,000.00	\$12.00
\$2,000.00	\$17.50
\$3,000.00	\$20.00
\$4,000.00	\$22.50
\$5,000.00	\$25.00
\$7,500.00	\$27.50
\$10,000.00	\$30.00
\$15,000.00	\$35.00
\$20,000.00	\$40.00
\$25,000.00	\$45.00
\$30,000.00	\$50.00
\$35,000.00	\$55.00
\$40,000.00	\$60.00
\$45,000.00	\$65.00
\$50,000.00	\$70.00

All prices are in Barbados dollars.

## SIGN UP FOR OUR AUTO PAYMENT (NO LATE FEE) PROGRAMME AND RECEIVE A FREE CYLINDRICAL LOCK FOR YOUR SECURITY. SAVE TIME AND MONEY AND NEVER PAY A LATE FEE!

