****

**[Insert Letterhead of Facility Owner]**

**STANDARD SELF STORAGE AGREEMENT**

**AGREEMENT NO.**

**(Singapore) (the "Agreement")**

**STORER'S DETAILS**

**<FOR BUSINESSES/PARTNERSHIPS/COMPANIES>**

Business Name:......................................................................................................................................................UEN:..............................................

**<FOR INDIVIDUALS>**

Ms/Mrs/Mr.........

First Name:....................................................................................................... Surname:.............................................................................................…...……….

🞎 I.D. Sighted

FIN / NRIC number:.................................………………..………………….Expiry Date…………..................……Date of Birth …….…….……….

**CONTACT DETAILS**

Home /Business Address:………………………..…………………………………………………………………………………………………..…. Postal code:….….….……

Postal Address:…………… …………………………………………………....................................................................……......……………….… Postal code:……….……

Phone Numbers: Home: ……………………………….………………. Work:…………..………………..………………… Mobile:…………………………….………

Fax No.:....................................................……..:……… Email:……………………………………………………………………………………………………………………...

**The Storer consents to receiving all notices from this [Insert Facility Owner's Name] (the "Facility Owner") on the email provided above. By consenting to this you agree that no correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary. ❑ Yes, I consent to electronic communication only**

**Please advise us immediately if your address or contact details or those of your alternate person change.**

**Alternate Contact Person**: Ms/Mrs/Mr/ First Name:...............................................................................Last Name:.................................................................................

Home Address:…………………………..…………………………………………………………………………………………………………………… Postcode:…….….…

Phone Nos: Home:. ………………………………Work:…..……………...……..Mobile ……………………..

Email:………………………..………………………………….…………………………………..

## STORAGE DETAILS

**Space**:...........………**Storage Period**: From. …...../........./……...To:…....../........./……....and then extended automatically until ………….days’ prior written notice is given by either party ("**Termination Notice**"), unless stated otherwise.

**STORAGE COSTS:** (Payable on the date of commencement)

**Deposit**: $………….……………...

**Storage Fee:** $...........………...per week / fortnight / calendar month

**Cleaning Fee**: $....................  **Disposal Fee** $............................

**Administration Fee**: $......................

**Late Payment Fee**: $.................. applied 5 days after payment due date

Fee for any cheque returned unpaid $……............ plus **Bank Fee** $……………

All Fees include GST, except the Deposit, which is refundable

**I/We \*accept/decline insurance of my/our goods.**

Storer’s Signature......................................................…………….............

***\*Cross out if insurance was not offered***

**PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM.**

**I/ We agree to be bound by the conditions of this Agreement as shown below.**

Storer’s Signature:......................................................…………

# Date of this Agreement day of 20.......

**Accepted by the Facility Owner– Signed for on behalf of Facility Owner:**

………………………………………………………

# Use of PERSONAL information

I/We hereby give my/our consent to the Facility Owner to:

1. collect, store, process and share my/our data, including but not limited to my/our personal information, storage account operating history, credit worthiness and any other relevant information in relation to my/our use of self-storage facilities;
2. disseminate, disclose and share my/our personal data to third parties who provide services or functions for and on behalf of the Facility Owner including, without limitation, to the Self Storage Association Asia ("**SSAA**") and/or their affiliates; and
3. disseminate, disclose and share my/our personal data to the relevant governmental authorities, credit bureau or third parties,

for the following purposes, including but not limited to:

1. conducting credit and background checks;
2. receiving updates, news, promotional and marketing mails or materials;
3. research and study for the Facility Owner, the SSAA and/or their affiliates;
4. compiling of reports and market studies for the Facility Owner, the SSAA and/or their affiliates;
5. transferring / sharing such information with the affiliates of the Facility Owner and/or the SSAA; and
6. where required by law, regulation or for legal purposes.

For the purposes of updating or correcting such data, you may at any time apply to the Facility Owner to have access to your personal data which are stored by them.

For avoidance of doubt personal data includes all data defined within the Personal Data Protection Act 2012 (Act 26 of 2012) including all data you had disclosed to the Facility Owner in this form.

**Terms and Conditions**

1. The Storer and the Facility Owner agree that the Agreement is entirely contained within this document and the Fee Schedule as updated from time to time.
2. The Storer:
   1. has the right to store all items in the Space allocated by the Facility Owner pursuant to the terms and conditions in this Agreement, which are not against or in contravention of any laws, rules, regulations and public policy of the Republic of Singapore (the “**Goods**”);
   2. is deemed to have knowledge of the Goods in the Space;
   3. warrants that they are the owner of the Goods in the Space and have absolute title to the Goods located in the Space, and/or are entitled at law to deal with the Goods in accordance with all aspects of this Agreement; and
   4. has inspected the Space and/or agrees the Space is satisfactory for storage of the type, nature and volume of the Stored Goods, including but not limited to any need for climate control, air conditioning or unique measurement requirements and shall not raise any objection on such basis.
3. The Facility Owner:
   1. does not have, and will not be deemed to have, knowledge of the Goods;
   2. is not a landlord; and
   3. is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that the Facility Owner does not take possession of the Goods.
4. Notwithstanding any other provision of this Agreement, the Storer unconditionally and irrevocably agrees the Facility Owner shall have the right from time to time and at any time to make such amendments to the terms of the Agreement as may be appropriate for the purposes of ensuring compliance with applicable law, for administrative purposes or any other reason deemed necessary at the discretion of the Facility Owner. In the event of any change to the Agreement the Storer will be given notice, and the changes will apply from the time the notice is sent.

**COST**

1. The Storer must upon signing the Agreement pay to the Facility Owner:
   1. the Deposit, which the Facility Owner may deduct against for damage to the Space, unpaid fees or any other expenses or costs outstanding (any remaining Deposit will be refunded by cheque within 30 days of termination of this Agreement); and
   2. the Administration Fee.
2. The Storer is:
   1. responsible to pay the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer in writing by the Facility Owner from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to the Facility Owner, on time, in full, throughout the period of storage. The Facility Owner does not normally bill for fees;
   2. prohibited from making a payment by direct debit or credit without faxing a copy of the deposit slip or banking details to the Facility Owner, and clearly identifying the Storer’s name, the Space number and the Facility Owner. Failure to comply with this provision may result in the Facility Owner enforcing rights outlined in Clause 7, and the Storer authorizes the Facility Owner to do so;
   3. responsible to pay the Cleaning Fee, as indicated on the front on this Agreement, is payable at the Facility Owner’s discretion;
   4. responsible to pay a Late Payment Fee, as indicated on the front on this Agreement, which becomes payable each time a payment is late by or greater than 5 days;

e. responsible for any costs incurred by the Facility Owner in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, and/or the default action costs; and

f. responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

**DEFAULT**

1. Notwithstanding Clause 20, the Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the Facility Owner may, without further notice, enter the Space and take possession of all goods and articles in the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the Facility Owner may determine. The Facility Owner may also require payment of default action costs, including any costs associated with accessing the Storer’s Space and disposal or sale of the Storer’s Goods. Any excess moneys recovered by the Facility Owner on disposal will be returned to the Storer. The Storer hereby waives any claims interests entitlements against the Storer's loss of title in the Goods and irrevocably assign the title in the Goods to the Facility Owner fortheith upon the occurrence of the events in this Clause 7.
2. If the Storer has more than one Space, any breach or default in regards to one Space will authorize the Facility Owner to enforce default action with regards to all the. Storer’s Spaces, including but not limited to refusing the Storer access to the Spaces and/or the facility located at [Insert address of the Facility] (the "**Facility**").

**ACCESS and CONDITIONS**

1. The Storer:
   1. has the right to access the Goods during access hours as posted by the Facility Owner, from time to time, and subject to the terms of this agreement
   2. will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not in the Space in a manner which is acceptable to the Facility Owner, and where applicable will secure the external gates or doors of the premises;
   3. must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable, including animals, or that are a risk to the property of any person;
   4. must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
   5. will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space and accepts full responsibility and shall indemnify the Facility Owner in respect of any and all liability arising from a contravention of this clause;
   6. must not inhabit, reside or live in the Space;
   7. must not attach nails, screws etc. to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the Facility Owner’s consent; in the event of uncleanliness of or damage to the Space or the Facility Owner will be entitled to retain the Storer’s deposit, charge a cleaning fee, and/or full reimbursement from the Storer to the value of the repairs required and the Storer shall indemnify the Facility Owner in respect of any and all liability, cost and expenses arising from the contravention of this clause;
   8. must not leave any items, including boxes, wrapping, rubbish or other items, in communal areas or in or around the Facility or access thereto. Any such leaving of items will be disposed of and the Storer will be charged a Disposal Fee;
   9. shall be considered only as a bare licencee and shall only have a contractual interest in the Space only and does not and will not have any interest in land whatsoever;
   10. cannot assign this Agreement without the prior written approval of the Storer, and any purported assignment shall be legally ineffective and shall also constitute a fundamental breach of this Agreement;
   11. must give notice to the Facility Owner in writing of the change of address of the Storer or the Alternate Contact Person within 48 hours of any change;
   12. grants the Facility Owner the entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement; and
   13. acknowledges and agrees that the contractual right to use the Space is personal to the Storer only and, if the Storer is an individual, will automatically terminate upon the death of the Storer. If the Storer is a corporate or business entity, the right to use the Space will automatically terminate upon commencement of liquidation or similar proceedings in respect of the Storer. The Goods will be held over for a further period of 42 days pending collection by the person entitled in law to receive the same on behalf of the Storer, as determined by the Facility Owner in its discretion and on such terms as the Facility Owner may determine. After expiry of such 42 day period, the Goods will be sold or disposed of on such terms as the Facility Owner may determine and the proceeds used to settle any outstanding fees owing to the Facility Owner. The Storer hereby waives any claims interests entitlements against the Storer's loss of title in the Goods and irrevocably assign the title in the Goods to the Facility Owner forthwith upon occurrence of any of the events in this Clause 9(m).
2. The Facility Owner may refuse access to the Space by the Storer where moneys are owing by the Storer to the Facility Owner, whether or not a formal demand for payment of such moneys has been made. Further, the Facility Owner may limit, restrict, regulate or change the opening hours or access to the Facility.
3. The Facility Owner reserves the right to relocate the Storer to another Space under certain circumstances including but not limited to damage to the Facility or Space, maintenance work or any other reason the Facility Owner deems reasonable.
4. No oral statements made by the Facility Owner or its employees shall form part of this Agreement, and no failure or delay by the Facility Owner to exercise its rights under this Agreement will operate to waiver those rights.

**RISK**

1. The Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of the Facility Owner or persons under its control. In any event and notwithstanding anything contained in this Agreement, in no circumstances shall the Facility Owner be liable, in contract, tort (including negligence or breach of any statutory duty) or otherwise howsoever, and whatever the cause thereof:
2. for any loss or damage to the Goods;
3. for any increased costs or expenses;
4. for any loss of profit, business, contracts, revenues, or anticipated savings; or
5. for any special, indirect and/or consequential damage of any nature whatsoever.
6. The Storer agrees to indemnify and keep indemnified the Facility Owner from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Facility or third parties resulting from or incidental to the use of the Space by the Storer, including but not limited to the Storage of Goods in the Space, the Goods themselves and/or accessing the Facility.
7. The Storer acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Statutes, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all costs resulting from such a breach.
8. In addition to any other remedies as may become available to it the Facility Owner may, if the Facility Owner has reason to believe that the Storer is not complying with all relevant laws the Facility Owner may take any action the Facility Owner believes to be necessary, including but not limited to the action outlined in Clauses 18 & 20, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer’s expense. The Storer agrees that the Facility Owner may take such action at any time even though the Facility Owner could have acted earlier.

**INSPECTION**

1. Subject to Clause 18 the Storer consents to inspection and entry of the Space by the Facility Owner provided that the Facility Owner gives 14 days written notice.
2. In the event of an emergency, that is where property, the environment, or animal or human life is, in the opinion of the Facility Owner, threatened, the Facility Owner may enter the Space using all necessary force without the written consent of the Storer, but the Facility Owner shall notify the Storer as soon as practicable. The Storer irrevocably and unconditionally consents to such entry.

**NOTICE**

1. Notices will usually be given by email, or if given in writing will be left at, or posted to, or faxed to the address of the Storer or the Facility Owner. In relation to the giving of notices to the Facility Owner, notices must be received to be valid. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer by the Facility Owner if the Facility Owner serves that notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent notices to the last notified address of the Storer or Alternate Contact Person.

**TERMINATION**

1. Once the initial fixed period of storage has ended, either party may terminate this Agreement and consequently the Storage Period by giving the other party the Termination Notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Storer the Facility Owner may terminate the Agreement without notice. The Facility Owner is entitled to retain a portion of the Deposit if less than the requisite notice is given by the Storer. At the end of the Storage Period the Storer must remove all Goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Facility Owner on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the Facility Owner up to the date of termination, or Clause 7 may apply. Any calculation of the outstanding fees will be by the Facility Owner and such calculation will be final. If the Facility Owner enters the Space for any reason and there are no Goods stored therein, the Facility Owner may terminate the Agreement without giving prior notice, but the Facility Owner will send a notice to the Storer in writing within 7 days from the Facility Owner's termination of this agreement.
2. The Storer’s and Facility Owner 's (collectively the "**Parties**" and each a "**Party**") liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement and the Storage Period.
3. Goods left in the Space at the end of the Storage Period are deemed abandoned and will be destroyed or disposed of within 48 hours of the end of the Storage Period. The Storer may be charged a Cleaning and/or Disposal Fee for this service. The Storer hereby waives any claims interests entitlements against the Storer's loss of title in the Goods and irrevocably assign the title in the Goods to the Facility Owner forthwith upon the occurrence of the events in this Clause 22.

**© Self Storage Association Asia 2014 All rights reserved.**

The use of this form of agreement is subject to terms and conditions agreed with SSAA. No unauthorized reproduction, transmission or distribution of this document is permitted.

**THIRD PARTIES**

1. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of the Singapore Statutes, to enforce any of these terms.

**LIMITATION OF LIABILITY**

1. The Storer:
   1. agrees that the terms of this document constitute the entire agreement with the Facility Owner and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.
   2. acknowledges that it has raised all queries relevant to its decision to enter into this Agreement with the Facility Owner and that the Facility Owner has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the Facility Owner, been reduced to writing and incorporated into the terms of this Agreement.
2. The Facility Owner will not be liable in the event that it is unable to uphold or perform any aspect of this Agreement, including the ability to access the Facility, or any loss or damage to goods, due to riots, strikes, acts of terrorism, acts of God, civil unrest, lock-outs or any other matters beyond the control of the Facility Owner.
3. Any damages, whether for physical and/or economic loss or damage, which the Facility Owner is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases to a maximum of S$2,000.

**SEVERANCE**

1. If, at any time, any provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the validity or enforceability of the remaining provisions under the law of any jurisdiction will be in any way affected or impaired.

**JURISDICTION**

1. This Agreement shall be governed by the laws of Singapore.
2. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).
3. The Parties agree that the courts of the Republic of Singapore are the most appropriate and convenient courts to settle disputes and accordingly no party will argue to the contrary.
4. This Clause 30 is for the benefit of the Facility Owner only. As a result, the Facility Owner shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction.