

SURFBOARD STORAGE LICENCE AGREEMENT

BETWEEN **Owners Corporation Strata Plan 101239**
c/ Precise Property, 1 Porter Street, Byron Bay NSW 2481 (**We or Us**)

AND **Licensee** (see Schedule) (**You**)

1. Licence and Use

- (a) We own a number of surfboard storage spaces (**Storage Space**) in the e-bike and surfboard storage shed located on the common property at 9 Easy Street, Byron Bay (**Storage Shed**).
- (b) The Storage Shed is only accessible with an access key (**Access Key**) issued by Precise Property at 1 Porter Street, Byron Bay (**Facility Manager**).
- (c) We may change details of the Facility Manager by written notice to you at any time.
- (d) Subject to You obtaining an Access Key, We give you a licence to use a Storage Space on the terms and conditions of this Licence.
- (e) You agree that this Licence is personal to You and only You are authorised to use the Access Key and You must not give the Access Key to anyone else or allow access to the Storage Shed to any person who has not been issued with an Access Key.
- (f) You are only entitled to use one Storage Space at a time for a single surfboard.
- (g) You must not use or interfere with any of the E-Bikes stored in the Storage Shed at any time unless You also have an E-Bike licence.
- (h) You must follow any rules, policies or directions that We or the Facility Manager implement from time to time about the use of the Storage Spaces and the use of the Storage Shed.
- (i) You acknowledge that before the Start Date You have inspected the Storage Space and acknowledge that You use the Storage Space and access the Storage Shed at your own risk entirely.

2. Term

- (a) This Licence is a month by month arrangement and continues until either We or You end this Licence with one calendar months' prior written notice.
- (b) Failure to adhere to the above conditions may result in US suspending Your access to the Storage Space for a period determined by Us.
- (c) We can immediately end this Licence if you do not follow any term of this Licence.

3. Licence Fee

The Storage Spaces are provided by Us for use free of charge.

4. No interference

- (a) You must not interfere with any other surfboards or E-Bikes stored in the Storage Shed and you will be liable for any damage suffered or incurred as a result of a breach by You of this provision.
- (b) You acknowledge that security cameras are or may be installed in the Storage Shed to monitor if those with Access Keys are complying with their obligations.

5. Risk

- (a) You agree that We are not liable for any loss, damage to property or injury to You or any other person arising from your use of the Storage Space. You indemnify Us against any liability for any such loss, damage or injury.
- (b) You use the Storage Shed at your own risk entirely and to the fullest extent permitted by law, You release Us from any liability for any cost, expense, damage or liability You may suffer or incur as a result of using the Storage Shed.
- (c) You indemnify Us and must keep Us indemnified in respect of any claim, expense, damage or liability which we suffer or incur as a result of your use of the Storage Space.

SCHEDULE

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|------------------------------|--|
| Licensee | Full name/Company: If Company, contact person: ABN/ACN: Address: Email: Mobile: |
| Start Date | |
| Additional Conditions | |

| | |
|---|-------------------------------------|
| SIGNED BY _____) in the presence of: _____) | |
| Signature of witness | Signature |
| Print name of witness | <i>Individuals sign in this box</i> |

| | |
|--|-----------------------------------|
| EXECUTED BY _____) (ACN _____): | |
| Signature of Director | Signature of Director |
| Name of Director | Name of Director |
| | <i>Companies sign in this box</i> |

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| THE COMMON SEAL OF OWNERS CORPORATION STRATA PLAN 101239: _____) Is affixed in the presence of: _____) | |
| Signature of Strata Manager | |
| Name of Strata Manager | |