

**RENTING CONTRACT OF A SELF STORAGE BOX**

BETWEEN :

1° THE S.R.L. My Self Storage, Chaussée de Ninove 357, 1070 Bruxelles, VAT register number BE0711.942.188,

Represented by Thierry Larue, General Manager

Herunder called, the renter

2°

Company/Mister/Miss:

Represented by :

VAT number :

Address :

Phone number :

E mail adress :

Hereunder called the client

IT HAS BEEN AGREED THAT

**ARTICLE 1 : RENT**

The renter gives in renting to the client , who accepts, a storage space of .....m2, in the secured and closed self storage located 357 Chaussée de Ninove at 1070 Brussels.

**ARTICLE 2 : PLACE**

The place rented has the number ..... and can eventually be adapted in conformity to the terms& conditions

The client acknowledges that the box is clean, in good state and without problem.

**ARTICLE 3 : DURATION**

The rent is agreed for a minimum period of :....., promotion ( ..... )

The rental starts on : .....

**ARTICLE 4 : RENT PRICE**

The rent is .....€ by month excl. VAT or .....€ VAT incl.

The rent must be paid in advance at the time of the coming month.

In case of payment delay, My Self Storage will charge 5 € incl.VAT for administrative costs for a reminder as from the second reminder.

In case of non payment for the rent, we are obliged to block the access to the location of your electronic badge, which will also be charged by 5 € incl.VAT of costs for unblocking electronic badge.

**ARTICLE 5 : COSTS & GUARANTEE**

The client pays today:

- 16,53 € excl VAT i.e. 20 € incl VAT as unique file costs
  - 25,48 € excl VAT i.e. 30,83 € VAT incl. purchase padlock and 3 keys
  - 50 € incl. VAT as a guarantee for the unit storageas well access badge number .....
- This sum will be reimbursed by transfer at the end of the rent.

**ARTICLE 6 : TERMS AND CONDITIONS**

The client acknowledges to have received the terms and conditions, also available on the internet [www.myselfstorage.biz](http://www.myselfstorage.biz) and accepts it is applied

**ARTICLE 7 : INSURANCES**

The client acknowledges to have received, before to sign this contract, the documentation concerning the insurances of his goods, as proposed by the renter.

According to articles 8 & 9 of the terms and conditions, the client decides that :

(scrap the unapplicable item) :

- ☐ insure his goods by the insurer of the renter, based on the received documentation for a value of ..... € incl. VAT for a monthly amount of .....€
- ☐ not to ask the renter to insure his goods. The customer undertakes to provide the lessor, within eight calendar days from the signing of this contract, with a certificate from its insurer confirming the existence of insurance coverage covering loss, theft and damage to the customer's property in its box, with the clause waiving recourse against the lessor or the co-insurance clause in its favour and with the insurer's undertaking not to terminate this

coverage without notifying the lessor by registered letter fifteen days before the end of its coverage.

If the certificate from the client's insurer has not reached the lessor within eight days of the signing of this contract, the client shall be deemed to have opted for the option of having his property insured with the lessor's insurers, for a capital sum of 2.500 € VAT included and a monthly premium of 16 € VAT included.

This premium will be invoiced to the client in the next invoice, retroactively to the day of the signing of this contract.

The customer may then, before each monthly due date, produce the insurance certificate described above to terminate the insurance by the lessor's insurers and the above-mentioned premium. He may also request an increase in the insured capital for the future. »

#### **ARTICLE 8 : END OF THE CONTRACT**

The contract will be renewed by tacit agreement for a period of one month unless the customer sends his notice by email to My Self Storage at the latest by 15 days before the end of the agreed term.

Done in Brussels on :.....

For My Self Storage  
Thierry Larue,  
General Manager



The client,  
(signature with the written mention  
"Read and approved")

#### **TERMS AND CONDITIONS OF RENTAL**

##### **ARTICLE 1 : PURPOSE OF CONTRACT**

My Self Storage leases to the tenant, hereinafter named « *customers* » *the space* defined in the special conditions of the contract, hereinafter referred to as « *the rented location* ».

These general terms and conditions govern this rental agreement as well as all the ancillary services offered by My Self Storage, including the supply of packing materials, the use of handlings material.....

## **ARTICLE 2 : NATURE OF THE CONTRAT**

The contract between the parties is a lease agreement on the leased space.

This contract does not enter and can not fall within the scope of the law of 30 April 1951 on commercial leases or the ordinance of the Brussels Region of 27 July 2017 on the residential lease, nor of similar legislation, in present or future.

This contract can never be described as a deposit agreement, as the objects belonging to or brought by the customers into the rented place are not and can not be entrusted to My Self Storage, who is not the custodian, not the depositary.

## **ARTICLE 3 : THE DURATION OF THE CONTRACT**

Unless otherwise specified in the particular conditions, the contract is concluded for a minimum period of one month, starting from signature of the particular conditions, provided that the first rent is paid.

If the payment is not made at the signing of the contract, it will not enter into force and the rented location will be made accessible to the customer only if the actual payment is made within seven days after the signature. Otherwise, the contract will be considered as never concluded.

Unless notice is given no later than fifteen days before the expiry of the first month of rental, the contract will be renewed for an indefinite period. Either party may terminate it at any time upon fifteen days' notice.

**ARTICLE 4 : OBLIGATION OF MY SELF STORAGE****4.1. – Provision of the rented space**

My Self Storage provides the customer, at the beginning of the contract, the rented location clean, in good condition and without defects.

Any defects must be notified to My Self Storage, by writing, in the particular conditions, from the first day. Otherwise, the rented location will be considered clean and in good condition and can not be subject of subsequent claims.

**4.2. – Access to the rented space**

My Self Storage allows the customer to access the rented location from 6 am to 11pm seven days a week.

My Self Storage will generally ensure that access remains accessible, but it can not constantly monitor the actions of other customers and there fore does not respond to disorders or obstacles of any kind left by other customers.

A personal badge is given to the customer, giving him access to the area where his location is and allowing him access to it.

This badge is the property of My Self Storage and will be returned to My Self Storage at the end of rental.

A guarantee, the amount of which is indicated in the particular conditions of the contract, is paid by the customer upon receipt of the badge and will be reimbursed upon return of the badge.

**4.3. – Maintenance of the facilities**

My Self Storage is a good father to the general maintenance of the site, its common access, its roof and its general security .It has no obligation to maintain the rented place itself.

**ARTICLE 5 : OBLIGATIONS OF TENANT**

The customer agrees to the obligations described below as well as to respect all the provisions of this contract. He undertakes these commitments both personally and in the name and on behalf of the persons who would accompany him when he goes to the rented place as well as the owners or other rightholders in the objects brought on the site ; he is responsible for these various people.

### **5.1. – Use and maintenance of the rented place**

The customer will use the rented place as a good father, keeping it in good condition and clean.

The customer will ensure, at all times and in all respects, that its behavior and the use of the rented location are likely to harm or to cause damage neither to the rented place, not to all the installations of the site, or objects in the locations rented by other customers, or to other customers, visitors or staff of My Self storage.

The place must be constantly closed, except at times when the customer brings the items in or out.

He will also use with care the trolleys at his disposal. The customer will reimburse any repair costs to the trolleys that he has damaged, simply by presenting the repair invoice, which he undertakes without dispute.

### **5.2. – Waste and abandoned objects**

The customer will make sure not to leave any waste or any object in the rented place, or in the common areass. He undertakes to reimburse by My Self Storage for the costsof removing his waste and objects that he has abandoned at the cost price with a minimum of 100€.

### **5.3. – Traffic of vehicles**

Traffic in spaces intended for vehicles must be done with caution, at a speed not exceeding 5km/h and respecting, in the private area, the rules of the highway code.

Vehicles may only be parked at designated locations only while the customer is at the site to bring or remove the items in the rented location.

### **5.4. – Maintenance of the site and repairs of it**

The customer accept that on a rare occasion, some inconvenience related to emergencies, planned/ unplanned repair works may occur. This may result in temporary loss of access to the premises caused by « My Self Storage's » need to maintain or carry out necessary improvement works, modifications or expansion of the site, all without compensation or any reduction in rental fees.

In an unlikely situation when the unit will need to be made available for repairs or vacant, customer is required to cooperate with the management. The customer can choose to either arrange for their property to be moved at their own expense or allow « My Self Storage » to access their unit and move the customer's property as required to safely carry out the necessary works. « My Self Storage » will take all actions necessary to safeguard and protect

the customer's property but it is customer's responsibility to make sure the property is correctly insured.

### **5.5. – Restitution of the rented place at the termination of the contract**

At the termination of the contract, the customer will return the rented location in good condition, empty and clean.

He will reimburse My Self Storage, on being invoiced at the cost price, any costs of cleaning or repair and removal of waste or other objects that would have been abandoned in the rented location.

The customer agrees not to dispute the amounts that will be billed in this context.

### **ARTICLE 6 : PROHIBITIONS**

It is forbidden for the client and the persons who would accompany him in the places in case of :

- 6.1. – use of the rented site as a dwelling, a place for rest, a workplace, manual or intellectual, or a place for economic, recreational, artistic or other activities
- 6.2. - to domicile or to let anyone domiciling into the rented place
- 6.3. - establishing or allowing to establish in the location a registered office, a branch or any establishment
- 6.4. - to introduce into the rented space objects whose possession and/or use are illegal under Belgian or even foreign laws, such as terrorism, money laundering, illegal trade, fight against corruption, etc.
- 6.5. – to introduce valuables into the rented space, in particular because of the risk they create for other clients and for My Self Storage, such as cash, negotiable securities, jewellery, furs, works of art, collectables.
- 6.6. - to introduce into the rented place all objects likely to harm, or even to risk to harm or to endanger the other customers and My Self Storage, such as the objects giving off odours, smoke, heating, or objects that can cause inconvenience such as ripening, rotting, insects, etc.
- 6.7. - to introduce into the rented place any animals, dead or alive

- 6.8. - to introduce into the rented place, fresh or frozen food products, other than dry products, provided that the latter are packaged in a manner that excludes any propagation of deceasing, rotting, etc.
- 6.9. - to introduce into the rented place any kind of waste , animal, vegetable or other, dangerous or not
- 6.10 - to introduce into the rented place firearms, explosives, weapons or ammunition, including fireworks and the like, gaseous products in any form whatsoever, bottled or not, compressed or not
- 6.11. – to introduce into the rented place any chemical products, radioactive or not, or any product representing a risk of biological development, microbial etc
- 6.12. - to introduce asbestos or products containing asbestos into the rented place
- 6.13. - to introduce into the rented place fuels, liquid or solid and all dangerous and/or toxic and/or flammable products and substances and/or products listed by Belgian and international regulations for the transport and storage of dangerous products, such as ADR. Li-Ion or Li-Metal battery type batteries of more than 100Wh / accumulator or more than 2 g of Li per accumulator: ex (bicycle, scooter or large portable electric battery) are likewise prohibited.
- 6.14. - to introduce motorized vehicles into the rented place, in condition of driving or not able to drive, except with the specific authorization of My Self Storage which may, depending on the circumstances, be the only one able to determine, require specific protection or safety measures, in particular with regard to the risk of leakage of fuel, oil, etc. as well as to require if necessary that the customer subscribes and pays the insurance covering his responsibility.
- 6.15. - to introduce objects into the rented place, weighing more than 250kg/m<sup>2</sup>.
- 6.16. - to assign or to sublet the rented space .
- 6.17. - In case of violation of the prohibitions above, My Self Storage is irrevocably authorized to take all effective measures, according to its judgement, to put an end, including the denunciation to the authorities, the prohibition of access to the customer, in particular



by affixing padlocks or locking measures, as well as the removal and, where appropriate, the destruction, at the customer's expense, of prohibited items.

The customer will be required to indemnify My Self Storage for all costs and damages arising from the violation of the prohibitions.

### **ARTICLE 7 : SECURITY**

- 7.1. The large shutter of access to the car park must remain closed, except for the entrances and exits of vehicles. The customers who leaves this shutter open after his passage will be punished by a civil fine of 250,00 € and will be further held responsible for all the consequences of this negligence, including any theft or damage that would result or be facilitated by this.
- 7.2. The freight elevators leading to the floors are equipped with an infrared security curtain. The customer who interrupts this curtain may put the elevator out of service, resulting in the costs of troubleshooting that will be on his responsibility.
- 7.3 The customer is solely responsible for the use of the access badge and keys. In the event of loss of these, he will directly notify My Sel Storage and remains fully responsible until that moment for any use of these badges and keys by any other person known to the customer.
- 7.4. The customer must have left the My Self Storage site when closing at 11pm. The possible presence of a person in the building at 11pm will trigger the alarm system, which involves the arrival of the security company, with the significant costs that ensue.

Such costs, amounting to at least 170,00 €, will be borne by the customer .

### **ARTICLE 8 : INSURANCES**

The customer's attention is specially drawn to the absolute necessity of insuring the objects he introduces into the rented space, because in the case of loss, theft or damage, our own liability is extremely limited, in accordance with article 9, while the customer's claims for compensation against other customers for its possible damages would be aleatory and uncertain.

The customer's attention is also drawn to the need to avoid duplication of insurance premiums that would be paid by the customer on the one hand, and on the other hand by ourselves as part of our insurance policies, with reference to the liability if legal claims could be exercised against us. Such duplication of insurance and premiums increases the total cost of operations,

leads to expensive claims of compensation and require a lot of energy and would encumber our expenses and therefore the price of the lease.

If the customer does not already have an insurance cover applicable to the stay of the goods introduced in the rented place, we strongly recommend him to insure his objects within the scope of the policy subscribed by My Self Storage with his own insurers, covering mainly the risks that can take place, according to the documentation presented to the client before signing the particular conditions of his lease.

In case of claim, the client may and should contact the insurers of this policy, who are of excellent reputation.

If the customer prefers to choose his own insurance coverage or to take a specific insurance with the insurer of his choice, he undertakes the fact to obtain from his insurer a waiver of claims against My Self Storage in accordance with Article 9 of this contract, either to give My Self Storage a certificate from the insurer of the customer and confirming that My Self Storage is co-insured under the customer's policy.

If, despite the above recommendations, the customer considers it advisable to skip an insurance premium, despite the risks inherent in staying on a site of this type, the client acknowledges that he is own insurer and, like what his own insurer would have done, he waives all remedies against My Self Storage, in accordance with Article 9 below.

## **ARTICLE 9 : RESPONSABILITES**

### **9.1. –**

Given the common desire to avoid the duplication of insurance premiums and taking into account the recommendations made above concerning the purchase of insurance covering objects brought into the rented place, the customer and his insurer waive all generally unspecified claims for compensation against My Self Storage, for any and all damages that he may suffer, to himself, to his property and to others, whatever the cause, and whatever the gravity of the fault, including huge personal negligence of My Self Storage and huge negligence or fraud of his attendants. A claim for compensation against My Self Storage is therefore conceivable only in case of fraud committed by the manager or managers of My Self Storage.

### **9.2. –**

For the concept of equivalence between the respective rights and obligations, the customer will not be liable to My Self Storage, in case of damage resulting from the fault of the customer or the goods introduced by him in the rented place.

This waiver of claims of My Self Storage against the customer does not however play in case of deceit of the customer or in case of violation by him on the various prohibitions enumerated in Article 6 above.

## **ARTICLE 10 : PAYMENT OF RENTS**

### **10.1. –**

The monthly rent is payable in advance.

The first invoice is issued on the date of signing the contract; the following monthly invoices will be issued eight days before the monthly renewal, unless written notice of termination, so that they are paid no later than the monthly renewal date.

### **10.2. –**

When signing the contract, the client pays, in addition to the first rent, the costs of opening a file and a guarantee for his personal badge, of which the amounts are mentioned in the particular conditions.

My Self Storage sells to customers, who desire, a padlock.

### **10.3. –**

The rent is not indexed but it can be increased by My Self Storage when it decides to proceed an increase of all its tariffs, in which case the new rent will be envisaged by the tariff corresponding to the surface of the rented location.

The customer will be notified six weeks in advance and will be deemed to accept the new tariff, unless he has notified My Self Storage of his decision to terminate the contract fifteen days before the date announced for the application of the new tariff.

### **10.4. –**

In the absence of payment of rent when due date, My Self Storage may, without prior notice, refuse access to the customer, by blocking the door with an appropriate device.

My Self Storage will immediately notify the customer of this blockage.

If the rent remains unpaid fifteen days after the sending of a formal notice, My Self Storage may, without further notice, terminate the contract.

The customer will remain liable for the rent or unpaid rent and a rental compensation, equal to the amount of rent, until the actual release of the place.

My Self Storage may freely, upon the notification of termination of the contract due to non-payment and depending on the circumstances that it will be the only one to determine, either invite the customer to release the place, or take the measures to evacuate the contents or to take

the objects of the customer to the municipal dumping-ground, either proceed to its destruction, or still sell, by entrusting this sale to the bailiff of his choice which, depending on the circumstances, will organize a public sale or a sale by private treaty.

The proceeds of the sale will be allocated in priority to the payment of all the debt-claims of My Self Storage.

The costs of removal, destruction or deposit at the municipal dumping-ground will also be on own-account of the client.

### **10.5. -**

The objects in the rented place are subject to a privilege in favour of My Self Storage, in accordance with Article 20, paragraph 1 of the Mortgages Act.

My Self Storage has a right of retention on the property in the rented place and consequently a mortgage right, in accordance with Articles 73 to 76 of the law of 11 July 2013 on the property security.

The conditions for the realization of the pledge are the ones described in Articles 46 up to and including 56 of the same law.

If the customer is a consumer, My Self Storage will comply with the formalities required by Article 46 of this law.

### **ARTICLE 11 : COMMUNICATION ADDRESS**

All communications to the customer will be sent to him by e-mail, to the address mentioned in the particular conditions.

If these general terms and conditions or the law provide for a notification by registered letter, it will in principle be accompanied by a notification by e-mail on the same day.

It is up to the customer who does not have an e-mail address of a trustworthy person, to whom all communications will be sent.

The customer may, at any time, notify My Self Storage of the new e-mail address to which communications should be addressed to him in future.

Any changes to the client's private address or registered office and any changes to their telephone number or e-mail address must be reported to My Self Storage immediately. In the meantime, all messages made at the previously known address will be retained.

All communications from the customer to My Self Storage must be addressed to the e-mail address mentioned in the particular terms or, if applicable, to the new e-mail address that My Self Storage would provide.

Any registered post destined for My Self Storage is considered non-existent if it is not accompanied, in principle the same day, by sending a copy by e-mail.

#### **ARTICLE 12 : PERSONAL DATA-PROTECTION OF PRIVACY (GDPR)**

The personal data that you communicate to us are :

- last name and first name
- national registration number
- home address
- phone number
- e-mail address
- bank account

The legal basics and purposes of the processing of your personal data are the execution of the lease, the fulfilment of our legal obligations, such as the regulations on the fight against money laundering, the financing of terrorism and the offences associated with it, the necessities of management, maintenance, insurance, etc. of our building, managing our customer and sales file , promoting our products and processing for internal statistical purposes.

The client agrees on the purposes of this treatment.

My Self Storage retains your personal data for the time necessary to pursue the aforementioned purposes, taking into account, in particular, the deadlines imposed by legal or regulatory provisions regarding the retention of personal data and the applicable limitation periods, including the legal grounds for suspension and interruption of the prescription.

The personal data of the customer are treated by My Self Storage in all confidentiality and will not be sold to any third party. Adequate procedures for security and confidentiality of data collection and retention have been taken.

The customer has the following rights with regard to his personal data :

- the right of access
- the right of rectification
- the right to limit the processing within the limits that are compatible with the requirements for the exercise of My Self Storage's own rights
- the right to portability insofar as the treatment is based on the performance of the contract
- the right to request deletion, while respecting the rights of My Self Storage.

The exercise of these rights requires for security reasons the sending of a signed request and a photocopy of both sides of the identity card.

Such requests as well as any requests for information may be addressed to the data controller, namely the Data Protection Officer (DPO) of My Self Storage, at his postal address "*Data Protection Officer (DPO), My Self Storage, Chaussée de Ninove 357, 1070 Bruxelles*" or its e-mail address **to be completed**.

Where applicable, the customer may lodge a complaint with the Data Protection Authority, namely the *Commission for the Protection of Privacy, rue de la Presse 35, 1000 Bruxelles*.

### **ARTICLE 13 : APPLICABLE LAW AND TERRITORIAL JURISDICTION OF THE COURTS**

The contract is governed by Belgian law.

Any legal action concerning the validity, performance, non-performance, resolution or termination of the contract shall be brought exclusively before the court of My Self Storage's registered office, even if there is more than one defendant, warranty action or statement of common judgement.