

## عقد تخصيص واستغلال مساحة لمتعهد ضمن مسطحات مبنى الشركة لغرض محدد

After the two parties acknowledged their legal and contractual competent to carry out their obligations, they agreed to conclude a Rental Agreement as follows:

### Preamble

Whereas the first party, hereinafter referred to as warehouse management, is Makhzny Self-Storage Company provides personal storage and warehousing services to individuals and companies for monthly and annual periods. Whereas, this warehouse is divided into a set of separate storage rooms with different air-conditioned and non-air-conditioned spaces that are equipped and monitored by the latest security monitoring systems, fire suppression systems, anti-theft systems, entry and exit systems, and are linked to the rental and management system. Whereas, the first party rents those designated and equipped rooms for storage to all individuals and employers who wish to do so in accordance with the warehouse's policy and management and in line with all relevant statutory rules and provisions.

The first party agreed to contract with the second party, hereinafter referred to as the customer, in regard to rent a storage room according to the purpose, description, terms and, conditions set out below.

### Clause

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The above preamble is considered an integral part of this Agreement and complementary to its provision.

### Clause 3: Agreement Term

This Agreement shall be effective from -leasemoveIndate- and expired on -leasenextbillingdate-

This Agreement shall be automatically renewed for a maximum period of one year a new Agreement shall be entered as the parties agree unless one of the parties notifies the other regarding his desire to terminate before the end of its term by ten (10) days. As for the rented property for storing cosmetics and foodstuffs that subject to the requirements of the Saudi Food and Drug Authority their rental term shall be terminated with the expiry of the Agreement. If the two parties wish to renew, a new Agreement shall be entered as the parties agree.

#### Clause 4: Rental value

المساحة (متر مربع) Area sqm	رقم المخزن Unit
-	-unitnumber-
-	المجموع Total
-	الضريبة VAT
-	المجموع مع الضريبة 15% Total + VAT 15%

- The discount is not applicable if the second party moves out before completing the lease agreement duration.
- VAT invoices will be generated on the last day of each month (according to Gregorian calendar).
- Free months and discounts will not be given to second party in case the second party does not pay the full rent amount in advance.
- This contract specifies that the mentioned area is rounded to the nearest meter.

The first party has the right to modify the rental value of the unit once during the contract period, after notifying the second party in writing, via email, text messages, or WhatsApp. The notice period should be at least 15 days prior to the monthly rental due date.

#### Clause 5

##### General Terms and Conditions

##### Obligations of Lessee

- 1 - Upon contracting, the customer shall sign a form containing data regarding the names of authorized persons to enter the designated storage room and the contact data to inform him of all matters related to this Agreement.
- 2 - The second party acknowledged that he performed due diligence examination to the rented property (specified in detail in Clause 2), identified its location, as well as the adjacent places, the paths leading to it, facilities, utilities, departments, services, common parts designated for services and utilities inside and outside the warehouse, and parking lots of the

building. Moreover, he acknowledged that he identified its area, borders, descriptions, internal and external equipment and facilities, and other essential elements necessary for his usage. Found it complete, adequate, and appropriate for the purpose for which they were rented, and accepted its condition without any observations.

- 3 - The second party shall undertake to maintain the rented property's cleanliness and its general appearance without prejudice to the external appearance. During the Agreement term, he and his employees shall undertake to make every effort to ensure that the warehouse shall remain in the perfect condition as they received with the exception of reasonable consumption.
- 4 - The customer shall comply with all instructions issued by the warehouse management and the dates specified for entry or exit from the warehouse, and to comply with all existing laws, governmental regulations, agreements, regulatory and executive governmental regulations, decisions, governmental directions, warnings that are current, and/or will be active from any governmental authority that are responsible for regulating such services related to this agreement and with all instructions issued by the warehouse management for warehouse security. The second party acknowledged the entitlement of the first party to set up the regulations and instructions that regulates the warehouse's working process, management, operations, maintenance, cleanliness, and right to modify or change it at any time during the Agreement term, without expressing any objection on his part. The second party also acknowledged that his signature on this Agreement shall be considered as an acknowledgment and prior approval for the aforementioned.
- 5 - The tenant shall not be entitled to sub-rent the rented property or any part of it for any purpose. As well as he shall not be entitled to assign, transfer, mortgage, or sub-rent the rented property to any person .
- 6 - Upon the expiration or termination of the rent term, the second party shall oblige to hand over the rented property and its keys to the first party or his representative in the condition as he received, free from any defects or damages that result due to the usage. The tenant shall remove all his stuff that the lessor does not want and repair any damage caused by him to the rental property at his own expense.

7 - Both parties understand and agree that the agreed rental value shall not include any governmental fees or taxes imposed by the competent authorities on the rented property, and the second party shall individually incur the concerning fees and taxes.

8 – The customer shall not store any flammable materials or any assets or movables that are not authorized by the official authorities to be stored in the warehouse.

9 – The customer shall individually bear the full civil and criminal liability for the stored assets and movables in the rented rooms or even in the lobbies of the facility without any liability of the first party. As the applicable mechanism in the warehouse for the rented storage rooms does not include performing an inventory, examination or inspection of the movables and belongings that the customer stores in the storage rooms designated to him.

10 –the tenant is obliged to pay electricity bills related to the rental units described during the period of validity of this contract or to pay a fixed amount periodically to the lessor for these services, as agreed by the parties, if any.

11 – The customer can't by any means prevent the first party from performing any emergency maintenance operations that are needed for the facility, which is after the first party provides the second party with what proves the need for such procedures.

12- The second party authorizes the person responsible on their part (the authorized person) with the full powers of managing the warehouse and stored goods, receiving, delivering, unloading, loading, dealing with damaged materials, withdrawing stored goods and dealing with all responsibilities for all the goods belonging to the second party and stored in any place in the facility of the first party.

#### **Obligations of Lessor**

1 – The lessor shall pay the needed maintenance fees required for his units to stay fully operational and usable.

2– The lessor is responsible during the duration of this agreement for the maintenance of the rented units for the lessee, such maintenance is required for the integrity of the facility, for any risk that is not apparent to the customer during renting the units. And also responsible for any damage in the rented units such as water leakage inside walls or ceiling, unless this damage is caused by faulty external water pipes, or any damage directly resulted by the tenant or any of his related parties. Also any significant cracks in the ceiling or walls of the facility, that is a direct risk to the integrity of the facility unless the lessee or any of his related parties are responsible for such damage.

3 – Except for such fore mentioned maintenance tasks stated in point number 2 above, the second party is held accountable for any other maintenance fees required to use the rented units during the duration of this agreement.

4-The lessor shall not be held responsible for any fines or additional fees due to system failures or delays in obtaining permits, as they are beyond their control.

#### **Termination of this Agreement**

The contract shall be terminated on its own initiative, without the need for an alert, warning or judicial ruling, if the tenant violates any of his obligations arising from this contract, after being warned in writing or by letter sent by e-mail, text messages or WhatsApp messages . If the party who has been warned does not comply within ( 7) days seven days from the date of his warning to perform his obligations, or to eliminate the damage caused by it, the first injured party has the right to terminate this contract and refer to the second party with all the procedures that preserve the rights of the First party

If the second party fails to pay the rental value within 3 days of its due date, the first party shall notify the second party by e-mail or a mobile message to give him another (3) days as an extension to pay. If the second party does not pay the rental value within the grace period (7 days), the first party may terminate the Agreement without any notice or further warning, or a judicial ruling.

"The property is considered under the tenant's possession without right, and therefore the tenant is required to pay the landlord an amount equivalent to the remaining period of the agreed contract (monthly or yearly rent) in advance before the first day of the new rental period by 10 days, as due rent and throughout the tenure. The delivery will only be considered valid upon signing the delivery form by both the tenant and the landlord."

#### **Evacuation and handover of rented property**

The rented units will be emptied immediately by the request of the first party in these cases:

- 1 – If the second party is late for the payment of the rent fees for seven days since the written warning which is sent by the first party to notify the second party to pay due amounts, unless both parties agree on other terms which is proven by other specific written agreements.
- 2 – If the second party decided to sub-rent the rented property or any part of it for any purpose as the second party is prohibited to do so.
- 3 – If the tenant uses or allowed any of his related parties to use the rented property in any illegal or immoral acts.
- 4 – If the second party performs any changes in the rented property which threatens the integrity and safety of the facility by any means in which it can't be restored to its original integrity and safety. Or if the second party is responsible on purpose for any damage in the facility. Or due to his negligence or ignorance in taking safety precautions, or if he allowed others or any related parties to cause such damage to the facility.
- 5 – If the second party uses the rented property for any other purpose than the original purpose which the rented property was rented to the second party for, or if the second party uses the rented property in a way that contradicts with the legal regulations regarding the planning, construction, or usage of rented property.
- 6 – If the second party fails to follow the legal obligations or the terms of the rental agreement within seven days of notifying the second party to consider and follow these legal obligations and terms.

#### **First Party Guarantees**

The second party affirms that the inventory, movables, and belongings in the rented property is a guarantee for the rent fees, the second party therefore authorizes the warehouse management under this agreement an irrevocable authorization, except with the consent of the two parties to seize the customer's stored movables, valuing and selling them, and making a report of this after notifying the second party to attend over the second party's e-mail address or Text message or WhatsApp message and instructing the second party of their obligation to evacuate the rented property and pay the due amounts. And his failure to comply with the notice sent to him for a period of fifteen (15) days from the date of sending it. The customer shall discharge the warehouse management from any responsibility and discharge himself from any right or obligation due to the application of this authorization. The customer shall issue an irrevocable authorization to the warehouse management under this Agreement, as agreed upon between two parties, to seize the customer's stored movables, pricing and selling them, and filing a report in this regard. After notifying the customer in writing at his e-mail to attend, and his failure to comply with the notice sent to him for a period of 15 days from the date of sending it. In order to fulfill his late dues or to evacuate the storage room in order to rent it for others. The customer's remaining amount from the sale process shall be deposited in the management's treasury and delivered to him upon his request, without any responsibility on the management.

The warehouse management may enter the rented rooms designated for the customer without his presence having been sought if it is based on a judicial or administrative order issued by an official authority, or if this is to avoid an incident that may result in partial or total damage to the warehouse. Provided that the warehouse management shall oblige to inform the customer of the incident within 24 hours and to inform the competent authorities

The competent judicial authority shall be the place to consider any dispute arising in connection with this agreement to the Dammam court by mutual agreement between the parties.

#### Clause 6:

**Terms and conditions regarding the tenant's responsibility for storing the materials subject to the Saudi Food and Drug Authority's specifications and requirements**

The tenant shall comply with the conditions, controls, and instructions issued by the Authority and obtain the necessary licenses from the Authority that allow him to properly store his own foodstuffs and cosmetics with others before using the designated area.

The tenant shall not be entitled to store unknown materials or non-registered materials at the Authority, and shall be certain of purchase and supply sources for the stored materials in his warehouse, provided that shall be from domestic factories licensed by the Authority, or shall import them as the official agent or authorized distributor.

All receipt and delivery processes of foodstuffs that are stored in the area designated for the tenant shall be documented and archived on paper or electronically.

The second party shall acknowledge his full responsibility for transportation, delivery, discharge, loading, destruction, and withdrawal as follows:

**Delivery and Transportation:** The tenant or the contracting carrier shall transport the goods to the warehouse and the tenant shall be individually responsible for identifying transportations, containers, and isolating food and packages from non-food items during the transportation to avoid contaminating food or packages. Also, shall be responsible for effective cleaning and disinfecting them as required. Maintaining the temperature, humidity, atmospheric conditions inside them, and other necessary conditions to avoid the growth of harmful and undesirable microorganisms and avoid other deterioration rendering it unfit for consumption.

**Discharge and Loading:** The second party shall oblige to load and discharge in his warehouse according to the requirements specified by the official authorities, and the customer shall be obliged to archive the papers of loading and discharging operations if requested by the Saudi Food and Drug Authority.

**Destruction:** The tenant shall be responsible for any damage or destruction to his stuff resulting from improper conditions to protect food and packages from the growth of harmful and undesirable microorganisms and from the destruction that may render them unfit for consumption.

In the event of force majeure or any unforeseen event that cannot be controlled and neither party has any hand in it and that would lead to the obstruction of storage or delivery works, including but not limited to natural disasters such as floods, earthquakes, storms, rains, fires, etc., military and terrorist acts, government, judicial and other decisions that prevent the completion of the work, or the failure of a service facility beyond the control of the First party, such as electricity, water, sewage, telephone, etc

The second party is not entitled to refer to the other party by claiming any dues or compensation for this, unless there is negligence, or error attributed to the First party.

During the rent term, the lessor shall be responsible for the maintenance of the property regarding what may affect the building's safety, or what was not obvious to the tenant at the beginning of the contractual relationship, and repair any malfunction or defect that affects unless what is caused by the tenant.

#### **Consensual Compensation**

**he customer follows the agreed compensation policy on the inventory according to the compensation policy of my store**

**Consensual Compensation is not considered an insurance policy and does not constitute your consent to this service that we have purchased an insurance service for you**

**The company agrees (in accordance with the terms, interpretations, exceptions, terms and conditions contained in the compensation policy )that if, after the payment of the estimated tolerance amount of 20% of the selected tranche (5,000, 25,000 or 50,000) from the client occurs as an agreed compensation by mutual consent between the parties without being subject to any other estimate of the damage that may affect the inventory based on the damage estimate from the company that was destroyed, lost or damaged by fire or burglary during the coverage period, the company agrees to pay the client the amount of the company may, at its option, return such property or the damaged part thereof to the previous condition it was in at the time of the destruction or damage, or Loss or replacement. Provided that the company's liability shall not in any way exceed the total amount of the agreed compensation at the time of loss, damage or damage during the coverage period, unless there is negligence, negligence or fault attributed to the second party.**

**Once the contract is signed, the customer is considered to be a participant in the minimum compensation agreement unless otherwise agreed**

**In case you do not want to subscribe to the service, the customer must provide proof that he has already subscribed to his own valid insurance before the actual rental start date .**

#### **Acknowledgment and Undertaking**

Customers whose activity requires licenses from the Saudi Food and Drug General Authority shall undertake to send a rental notice from the Makhzny to the Authority on the e-mail including a copy of the contract and the municipality's license, if any, for his facility.

The authorized representative, who signs the contract, acknowledges, accepts, and declares that they are an authorized manager, partner, or authorized representative of the company. Therefore, they are fully empowered to legally bind the tenant and enforce the terms of this contract.

Counterparts

This Agreement is executed in electronic counterparts, one per each party for necessary action.

In case of any contradictions between the Arabic and English text in this Agreement, the Arabic text is the approved and more accurate one.

GM's Signature

Tenant's Signature