

TERMS AND CONDITIONS

Upon which the Property is accepted for storage

- DELIVERY AND WITHDRAWAL OF PROPERTY** So long as the Company is not excused from delivery, any part or all of the Property to be delivered to Depositor or Depositor's authorized representative may be made only upon receipt of written order, or return of this Agreement at the option of the Company, with delivery instructions signed by Depositor. All storage and other charges must be paid before the delivery or transfer of any of Property. No transfer of the ownership of the Property will be recognized unless entered upon the books of Company and this Agreement.
- CHANGE OF ADDRESS** Depositor has an affirmative obligation to update Company in writing, which writing must be sent to Company by email and followed up by first class mail, care of Company at 17 Bridge St., Watertown, MA 02472, of a change in Depositor's address. Depositor acknowledges and agrees that in the absence of current contact information, the last known address of Depositor on file with Company will be used by Company for all notices required to be provided to Depositor by law or as required under this Agreement. No other notice of a change of address of Depositor shall be valid or binding against Company.
- OWNERSHIP OF GOODS** All Property described in the inventory is received and accepted by Company upon the express representation and warranty by Depositor or Depositor's authorized representative that he or she has requisite legal possession of and is duly authorized to store the same and that no other person or entity has an interest in the Property. If Company, in its sole discretion, shall be required to commence an interpleader action to settle any claims of conflicting ownership, or shall be made a party to any litigation in connection with the breach of this section, Depositor agrees to pay Company all necessary costs and expenses and a reasonable attorney's fee for which Company may be liable or compelled to pay in connection with such litigation.
- LIABILITY OF COMPANY** (a) **BECAUSE OF THE NATURE OF COMPANY'S BUSINESS AND THE NATURE OF HOUSEHOLD GOODS, THERE ARE CERTAIN EVENTS AND CIRCUMSTANCES WHICH MAY RESULT IN LOSS OR DAMAGE TO PROPERTY FOR WHICH COMPANY WILL NOT BE LIABLE. THESE PERILS INCLUDE LOSS OR DAMAGE RESULTING FROM ACT OR DEFAULT OF DEPOSITOR, EARTHQUAKE, FIRE, MOTHS, INSECTS, RODENTS, WEATHER, RUST, LEAKAGE, MOISTURE OR WATER, CHANGES IN TEMPERATURE, HEAT, FUMIGATION, INHERENT VICE, NORMAL WEAR AND TEAR, ACTS OF GOD, LABOR TROUBLES OR STRIKES, WAR OR INSURRECTION, RIOT OR CIVIL COMMOTIONS, ACTS OF PUBLIC ENEMY, STREET TRAFFIC, ELEVATOR SERVICE, OR DETERIORATION BY TIME, FURNITURE ASSEMBLED BY DEPOSITOR COMMONLY REFERRED TO AS READY TO ASSEMBLE OR KNOCKED DOWN (KD) FURNITURE; NOR FOR LOSS OR DAMAGE TO FRAGILE ARTICLES UNLESS PACKED BY EMPLOYEES OF COMPANY, AND UNPACKED BY THEM AT THE TIME OF DELIVERY; NOR FOR THE CONTENTS OF ANY CONTAINER OR ARTICLE OF FURNITURE UNLESS SUCH CONTENTS ARE MADE KNOWN AND SPECIFICALLY ITEMIZED IN THE INVENTORY; NOR FOR OTHER CAUSES BEYOND ITS CONTROL.** (b) **COMPANY WILL NOT BE LIABLE FOR LOSS OR DAMAGE OCCURRING OR ALLEGED TO HAVE OCCURRED TO THE MECHANICAL FUNCTION OF ITEMS INCLUDED IN PROPERTY SUCH AS, BUT NOT LIMITED TO, MUSICAL INSTRUMENTS, RADIOS, STEREO SETS, TELEVISION SETS, COMPUTERS, REFRIGERATORS, AIR CONDITIONERS, OR OTHER ELECTRONICS, INSTRUMENTS OR APPLIANCES.** (c) **UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST INCOME, LOST PROFITS OR MARKET, LOST OPPORTUNITY, LOSS OF BUSINESS, ADDED LABOR CAUSED BY DELAY OR "DOWN TIME," LATE PENALTIES, ANTIQUE OR SENTIMENTAL VALUE, ATTORNEY'S FEES, COSTS OF DEFENSE OR ANY OTHER FORMS OF DAMAGE, WHETHER DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL, REGARDLESS OF WHETHER COMPANY HAD KNOWLEDGE THAT SUCH DAMAGE(S) MIGHT BE INCURRED REGARDLESS OF WHETHER SUCH DAMAGES ARE ALLEGED TO HAVE RESULTED FROM NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT.**
- DECLARED VALUE – STORAGE RATE** (a) The storage rates is based upon the released value or value as declared by Depositor and the space occupied by the goods. (b) Unless a greater valuation is stated herein, Depositor or its authorized representative releases the Property to a value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation, cleaning or handling of Property and the liability of Company for any cause for which it may be liable for each or any piece of furniture, package and the contents thereof does not exceed and is limited to 60 cents per pound, per article with a maximum liability of two thousand dollars (\$2,000) for the entire lot, upon which declared or agreed value the rates are based, Depositor having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make Company liable and pay the higher rate thereon. (c) In the event the weight of the Property or any item thereof is not known or cannot be ascertained, it is agreed that the weight may be computed on the basis of seven pounds per cubic foot displaced by said article.
- ACCESS, LABOR AND PLATFORM CHARGES** At least 48 hours' notice is required for access to or delivery of the Property. Company will assess a warehouse handling charge for placing Property in storage space and removing from storage space. All labor utilized for access to Property, unloading, unpacking, replacing and repacking shall be charged at the current rate for such service. A charge will be made for the use of the facilities of Company, by vehicles other than its own.
- PAYMENT OF CHARGES** Accounts are due and payable monthly in advance. One month minimum storage from date of deposit will be charged for any fraction thereof. Any fraction of subsequent months will be considered one full month's storage. **CHARGES FOR ANY OTHER SERVICES OR MATERIALS INCLUDING, WITHOUT LIMITATION, CARTAGE IN AND WAREHOUSE LABOR IN AND OUT, ARE DUE AND PAYABLE UPON COMPANY'S PRESENTATION OF A CORRESPONDING INVOICE. DEPOSITOR SHALL PAY INTEREST CHARGES ON ALL DELINQUENT UNPAID STORAGE AND SERVICE CHARGES AND OTHER BALANCES OUTSTANDING FOR A PERIOD OF THIRTY (30) DAYS AFTER THEY BECOME DUE AT A RATE OF ONE PERCENT (1.0%) PER MONTH. THE RATES FOR STORAGE AND RELATED SERVICES SET FORTH IN THIS AGREEMENT SHALL BE SUBJECT TO INCREASE ANNUALLY EVERY JANUARY 1ST BY 1.75% OR THE CPI (CONSUMER PRICE INDEX – ALL URBAN CONSUMERS) AS OF DECEMBER OF THE PRECEDING CALENDAR YEAR, WHICHEVER IS GREATER; PROVIDED, HOWEVER, IF PROPERTY IS RECEIVED ON OR AFTER JULY 1ST, THE ANNUAL RATE INCREASE WILL NOT GO INTO EFFECT UNTIL JANUARY 1ST OF THE SECOND CALENDAR YEAR IN WHICH THE PROPERTY IS IN STORAGE. FOR EXAMPLE, PROPERTY THAT IS RECEIVED SEPTEMBER 1, 2016, WILL BE SUBJECT TO A RATE INCREASE ON JANUARY 1, 2018.**
- ERRORS** Unless a written claim is made within 30 days from the Effective Date for the correction of any errors or omissions in the appended inventory, it will be assumed to be a full and correct list of Property stored hereunder and Company shall not be liable for any piece, package, carton or container not listed therein.
- WAREHOUSEMAN'S LIEN** (A) It is agreed that Company claims a general lien on Property covered by this Agreement (and on proceeds from sale of Property) for all charges for storage and preservation of Property and for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, cooperating and other charges and expenses in relation to the Property present and future and expenses necessary for preservation of Property or incurred in their sale, as well as for like charges or expenses in relation to any other goods whenever deposited with Company by Depositor. (B) Depositor hereby authorizes Company to sell Property in accordance with law to enforce the warehouseman's lien that Company claims hereby for storage, transportation, including demurrage and terminal charges, warehouse handling, insurance, labor, claims for money advanced, interest and charges present or future in relation to Property, and expenses necessary for preservation of Property or incurred in their sale; and subsequent to Company's termination of Depositor's storage account where Property is not removed and/or charges remain unpaid prior to such removal. (C) Depositor hereby grants a security interest to Company issuing this Agreement in the goods covered hereby to secure obligations evidenced by a promissory note or notes executed pursuant to this security agreement, and authorizes Company to file financing statements signed only by Company to perfect such interest.
- BUILDINGS – FIRE – WATCHMAN** Company does not represent or warrant that its buildings or the contents of said buildings including the said property cannot be destroyed by fire. Company shall not be required to maintain a watchman or sprinkler system and its failure to do so shall not constitute negligence.
- INSURANCE** Property is not insured by Company for the benefit of Depositor against fire or other casualty.
- TERMINATION OF STORAGE** Company reserves the right to terminate the storage of Property at any time by giving Depositor 30 days written notice of its intention to do so, and, unless Depositor pays all charges and expenses due and removes Property within that period, Company is hereby empowered at its option, to have the same removed at the cost and expense of Depositor, or sold pursuant to law.
- ADDITIONS TO STORAGE LOT** It is agreed that the terms and conditions, including Company's lien arising pursuant to this Warehouse Receipt and Storage Contract shall apply to any goods hereinafter stored for this account.
- RELOCATION OF PROPERTY** It is agreed that Company at its own expense, may relocate the Property from the address shown herein and store same in any other depository or building of Company, whether owned or leased, provided notice thereof is given to Depositor. Depositor further agrees that unless Depositor objects in writing to Company within 30 days from the date of the Company's notice of relocation of the Property, such acquiescence of Depositor shall be deemed for all purposes conclusive acceptance of such relocation and this Agreement shall be deemed modified to provide that the Property is stored at the address where same was relocated to. All other terms, conditions and limitations contained herein remain unchanged. Company may, without notice to the Depositor, move the goods or any part thereof, from one location within a building to another.
- CONTRACT MODIFICATION** This Agreement represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all Property whether household goods or goods of any other nature or description which Company may now or at any time in the future store, pack, transport or ship for Depositor's account.
- OTHER VALUABLES** Unless a separate written agreement is made between Depositor and Company, Company will have NO liability for loss or damage resulting to the following types of goods: (a) documents; (b) stamps or stamp collections; (c) securities; (d) specie; (e) jewelry; (f) precious metals or stones; (g) currency; (h) or other articles of high or unusual value.
- HAZARDOUS GOODS** Explosives or dangerous goods will not be accepted for storage. Company cannot store firearms, gun powder, alcohol, propane tanks, cleaning fluids, paint or other flammable liquids. Every party, whether principal or agent of Depositor storing such goods shall be liable for an indemnify Company for all loss or damage caused by such goods and Company shall not be liable or responsible for safe delivery of the shipment in storage.
- ARBITRATION** Any controversy or claim arising out of or relating to this Agreement, the breach thereof, or the Property affected thereby, whether such claims be found in tort or contract shall be settled exclusively by binding arbitration in of Company's State and under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the terms, conditions, limitations or provisions of this Agreement.
- PRESENTMENT OF CLAIMS AND COMMENCEMENT OF ARBITRATION** (a) Claims by Depositor and all other persons must be presented in writing to Company within a reasonable time, and in no event longer than either 30 days after delivery of Property is made or, in the case of failure to deliver Property or any item in the lot, the date on which delivery should have been made or 30 days after Depositor is notified by Company that loss or injury to part or all of Property has occurred, whichever is shorter. (b) No arbitration proceeding may be maintained by Depositor or others against Company for loss or injury to Property stored unless a timely written claim has been given as provided in paragraph (a) of this section and unless such proceeding is commenced either within 12 months after date of delivery by Company or within 12 months after Depositor is notified that loss or injury to part or all of Property has occurred, whichever time is shorter. (c) When Property or any part thereof has not been delivered, notice may be given of known loss or injury to Property by written notice to Depositor sent by email and/or by first class mail to Depositor's last known address. Time limitations for presentation of claim in writing and maintaining of an arbitration proceeding after notice begin on the date of emailing and/or mailing of such notice by Company.
- MASSACHUSETTS DISCLOSURES** For Massachusetts residents, if Property is stored in Massachusetts, if Depositor stores family, personal or household goods, **THE PROPERTY WHICH YOU ARE PUTTING IN STORAGE IS NOT COVERED BY INSURANCE AGAINST FIRE OR THEFT. YOU MAY CONTACT THE WAREHOUSEMAN FOR INSTRUCTIONS ON PLACING INSURANCE COVERAGE FOR FIRE AND THEFT ON THE DEPOSITED PROPERTY.**
- MARYLAND DISCLOSURES** For Maryland residents, Company's legal name is SPIKE INC. and the address and telephone number of the Company's resident agent in Maryland is: The Corporation Trust Incorporated, 351 W. Camden St., Baltimore, MD 21201; 888-201-6278. If Property is stored in Maryland, if Depositor intends to store household goods, Depositor is advised **TO OBTAIN INSURANCE TO PROTECT DEPOSITOR FROM LOSS OF GOODS.**

STORAGE RATES DO NOT INCLUDE INSURANCE

TERMS: Interest Charged at rate of 1 % per month (12% per Year). In the event it is necessary to enforce collection of the amount of the services rendered all costs including reasonable attorney's fees, court costs, and interest shall be collected from Depositor.