

STORAGE CONTRACT TERMS AND CONDITIONS

1. This document is a Warehouse Receipt & Storage Contract and describes the contract between the Warehouseman (referred to as the Company) and the Storage Depositor named on the storage contract (referred to as you). The following are the promises which (a) the Company makes to you with regard to the storage of your personal property (referred to as the goods), and (b) which you make to the Company with regard to the storage of your goods.

The Company promises:

- (i) to provide storage and safekeeping services for your goods at the warehouse location described on the storage contract;
- (ii) to act with reasonable care in the storage and safekeeping of your goods, according to the standard of care and prudence which a reasonably careful and prudent person would observe in care of such goods;
- (iii) to respond promptly to any claim made against the Company based on loss or damage to your goods; and,
- (iv) to promptly notify you of any changes involving the storage of your goods, including, but not limited to (A) change of storage location, (B) change of storage rate; and (C) other matters regarding your goods of which you should reasonably be notified.

You promise the Company as follows:

- (i) to pay the storage, transportation, and related charges described on the storage contract;
- (ii) to furnish all information reasonably requested by the Company in connection with the storage of your goods; and
- (iii) to pay the Company any expense that it may incur in (a) defending itself or seeking legal advice regarding any matter relating to the storage of your goods, and (b) defending itself of seeking legal advice because you have breached or broken any of the promises described in this Agreement.

2. **Liability of the Company.** The Company will be liable for its failure to provide reasonable care in the storage and safekeeping of your goods. However, because the unusual nature of household goods, this liability is limited to (a) sixty (\$.60) per pound, per article, and up to a maximum of (b) a total of \$2,000 for all your goods. The Company will only be liable for the payment of this, or any other amount, if it is determined that the Company breached its duty of reasonable care with respect to your goods. This amount of liability may be increased by your payment of a higher rate to the Company for the storage and safekeeping of your goods. You acknowledge that the Company has explained this fact to you and offer you the opportunity to pay a higher rate, in order to increase this liability amount.

3. **Warehouseman's Lien.** You agree that you have title to and/or the sole right to possession of the goods placed in storage, and that there is no other lien or interest in the goods owned by any person. You also agree that in the event you fail to pay to the Company its storage, transportation, and related charges, that the Company may sell your goods in accordance with applicable provisions of the State law in which the warehouse is located. You also agree that the Company has a warehouseman's lien as well as a security interest against your goods to the extent of all money owed to the Company for storage, transportation, and related charges.

4. **Non-Liability of the Company.** Because of the nature of the Company's business and the nature of household goods, there are certain events and circumstances which may result in loss or damage to the goods for which the Company will NO liability. These include loss or damage resulting from (a) war; (b) insurrection; (c) labor trouble; (d) acts of God; (e) acts of public enemy; (f) riots; (g) weather; (h) traffic; (i) elevator service; (j) inherent vice; (k) moths, vermin or other insects; (l) rust; (m) water; (n) changes in temperature; (o) fumigation; (p) deterioration; (q) dampness of atmosphere; (r) earthquake; (s) leakage; (t) heat; or (u) furniture assembled by the storage depositor commonly referred to as ready to assemble or knocked down (kd) furniture.

5. **Special Documents.** Unless a separate written agreement is made between you and the Company, the Company will have NO liability for loss or damage resulting to the following types of goods: (a) documents; (b) stamps; (c) securities; (d) specie; (e) jewelry; (f) or other articles of high or unusual value.

6. **Mechanical Functions.** The Company will not be responsible for loss or damage occurring with regard to the mechanical functions of items included with your goods in storage such as, but not limited to: (a) musical instruments; (b) radios; (c) stereo sets; (d) television sets; (e) computers; (f) refrigerators; (g) air conditioners; or (h) other instruments or appliances.

7. **Change of Address.** The Company is entitled to rely on the address which you have given the Company and you are entitled to rely on the address which the Company has given you, for all notices regarding the storage of your goods. No change of address will be valid unless it is in writing and actually received by the party being notified.

8. **Termination of Storage.** There are many reasons why it may be necessary for the Company to terminate the storage of your goods. This may occur due to a change in Company location, a change in the nature of the Company's business, or many other factors not known by the Company at this time. The Company may terminate the storage of your goods by giving you thirty (30) days written notice. If you do not remove your goods after being given this notice, the Company has the right to relocate your goods to another location, and to bill you for any charges (including, among other things, transportation and re-inventory) resulting from this relocation.

9. **Change of Rates.** The rates which will be charged for storage and related services are those stated in the Storage Contract. However, the Company may adjust these charges during the time your goods are in storage. However, for any such change to be effective, the Company must give you thirty (30) days written notice of any such changes. If you do not wish to pay increased rate for the storage of your goods, you have the option to remove the goods upon the payment in full of your account balance.

10. **Other Services.** This Warehouse Receipt & Storage Contract describes the legal responsibility of the Company to you with regard to the storage of your goods. It does not apply to transportation or other transactions. Other transportation documents will be provided by the Company to you if the Company is also acting as a Mover with regard to your goods.

11. **Filing of Claims.** If you wish to make a claim against the Company based on loss or damage to your goods, this claim must be in writing and must be delivered to the Company within sixty (60) days after the later of either (a) your knowledge of the loss or damage; (b) the Company's written notice to you regarding the condition or loss of the goods; or (c) delivery of the goods to you. The Company and you agree that if such a claim is not filed on a timely basis, it may not be pursued by you against the Company. In addition, because of the nature of the Company's business, it is necessary for the Company to be promptly aware of any potential claims or lawsuits against it. For this reason, you and the Company agree that if any legal action is to be started by you against the Company, it must be started within twelve (12) months after you have filed a written claim with the Company which complies with the requirements described above.

12. **Entire Agreement.** This is the complete agreement between you and the Company regarding the storage of your goods. While there may be laws or regulations which will apply to the relationship between you and the Company, there is no agreement which applies between you and the Company unless such other agreement is in writing and is signed by both you and a representative of the Company. If any part of this agreement is unlawful or determined to be unlawful, it shall be deemed amended to comply with any applicable law or determination.