

Storage Contract

And

Warehouse

Receipt

Non-negotiable

WAREHOUSE RULES

Please read

ALL CHANGES IN CONTRACT MUST BE SUBMITTED IN WRITING

Written authority required from depositor for access to room by individual(s) not named on front of contract.

Accounts must be current before access to storage is permitted.

All depositors must sign in and out of the register.

The final settlement of this account, if not current, must be made in cash, before withdrawal of goods from storage.

TERMS AND CONDITIONS

- Ownership of Property.** The customer has represented and warranted to the company he is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, upon provisions, limitations, terms and conditions herein set forth and that there are no existing liens, mortgages or encumbrances on said property. If there be any litigation as a result of this clause customer agrees to pay all charges that may be due, together with such costs and expenses including attorney's fees which this company may reasonably incur or become liable to pay in connection therewith and this company shall have a lien on said property for all charges that may be due then as well as for such costs and expenses.
- Payment:**
 - If it is agreed that the company shall have a general lien against the depositor, or the successor-in-interest of the depositor, upon any and all property deposited with it or here after deposited with it, or on the proceeds thereof in its possession, for storage or transportation (including demurrage and terminal charges), insurance, labor or any other charges on post due accounts, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. All goods deposited upon which storage and all other charges are not paid when due, will be sold at public auction after due notice to the depositor, and publication of the time and place of said sale, according to law, to pay said accrued charges and expenses of the sale as well as any legal expenses including reasonable attorney's fees which may be necessitated by said sale.
 - The lien upon any and all property deposited with the company shall also cover unpaid charges and expenses pertaining to property previously deposited with the company regardless of whether said property has been delivered by the company.
 - The lien should also cover all interest and service charges, damages, court costs, attorney's fees and other legal expenses incurred by the company as a result of any litigation in which the company may be involved in connection with the deposited goods.
- Liability of the Company**
 - The company when transporting to or from the warehouse for permanent storage acts as a private carrier only, reserving the right to refuse any order for transporting and in no event is a common carrier.
 - The company assumes no liability for any loss or injury to the goods stored which could not have been avoided by the exercise of reasonable care required by law of a reasonably careful man. Goods are stored at customer's risk of loss or damage by acts of God, seizures or other act of civil or military authority, insurrection, riot, strike or enemies of the government, or loss or damage resulting from inadequate packaging or wear and tear or from any cause not originating in the warehouse or for loss or damage resulting from sprinkler leakage, fire, insect or rodent infestation, atmospheric conditions, or any other cause unless damage results from his failure to exercise the degree of care required by law.
 - The company is not responsible for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery. The company will not be responsible for mechanical or electrical malfunctioning of any article such as but not limited to, pianos, radios, phonographs, television sets, clocks, barometers, mechanical refrigerators or air conditioners or other instruments or appliances, whether or not such articles are packed or unpacked by the company.
 - Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation, cleaning or handling of the goods and the liability of the company for any cause for which it may be liable for each or any piece or package and the contents here of does not exceed and is limited to 10 cents per pound per article upon which declared or agreed value the rates are based, the depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based there on.
 - In no event shall the company be responsible for loss or damage to documents, stamps, securities, specie or jewelry or other articles of high and unusual value unless a special agreement in writing is made between the customer and the company with respect to such articles.
 - Goods are not insured by the company for the benefit of the customer against fire or any other casualty.
- Minimum period for storage.** On storage accounts three month's storage will be charged for any fraction of the first three-month period. Thereafter one month's storage rate will be charged for thirty days or less.
- Termination of storage:**
 - The company reserves the right to terminate storage of the goods at any time by giving the depositor 30 days written notice of its intention to do so, and unless the depositor removes such goods within that period, the company is here by empowered to have the same removed at the cost and expense of the depositor, and upon so doing the company shall be relieved of any liability with respect to such goods hereafter or hereafter incurred.
 - In the event goods may be about to deteriorate or may constitute a hazard to other property or to the warehouse or persons, the notice may direct the removal of goods within a reasonably shorter time than thirty (30) days following notification.
 - A sales of goods which are not removed in accordance with the company's notification will comply with the company's procedures for their sale except that publication of the time and place of sale may be shortened or in extreme emergencies, dispensed with entirely.
 - If after reasonable effort the company is unable to sell the goods, it may dispose of them in any lawful manner and shall bear no liability by reason of such disposition.
 - When goods are ordered out, a reasonable time shall be given the company to carry out instructions, and if it is unable because of fire, acts of God, War, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions or causes beyond its control to effect delivery before expiration storage dates, the goods will continue to be subject to regular storage charges.
 - Address and Change:** It is agreed that the address of the depositor of goods for storage is as given on the front side of this contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the company and acknowledged in writing by the company. Notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.
 - Filing of claim-notice:**
 - As a condition precedent to recovery, claim must be in writing, supported by a paid freight bill and filed with the company within sixty (60) days after delivery of the goods. No action may be maintained by the depositor against the company either by suit or arbitration to recover for claimed loss or damage, unless commenced within twelve (12) months next after the date of delivery by the company.
 - The company shall have the right to inspect and repair alleged damaged articles.
 - Correction of errors:** the depositor agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list, accompanying the excelsior Contact/Warehouse receipt and made a part thereof including any exceptions noted thereon as to the condition of the property when received for storage, the inventory list shall be deemed to be correct and complete.
 - Arbitration:** any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected thereby, whether such claims be found in tort or contract shall be settled by arbitration law of the 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 provisions set forth in this combined Contact/Warehouse Receipt.
 - Agreement:** This combined Contact/Warehouse Receipt represents the entire agreement between the parties hereto and cannot be modified except in writing signed by an officer of the company or an owner or partner and shall be deemed to apply to all the property whether household goods or goods of any other nature or description which the company may now or any time in the future store, pack, transport or ship for the owner's account.
 - General Conditions:**
 - The monthly rate set forth on the reserve side hereof is for storage charges only. Any other services, including, but not limited to warehouse labor, packing services, materials, or the transportation of goods to or from the warehouse must be specifically contracted for and are subject to additional charges.
 - Hazardous Materials:**
 - The customer agrees not to store any hazardous materials or wastes, hazardous or toxic substances, pollutants or contaminants, or substance, oil or explosives or other chemicals, or substances, regulated by the environmental laws of the United States or Commonwealth of Massachusetts. Customer agrees to indemnify and hold Company harmless from and against all liability, damages, costs and expenses, including reasonable attorney's fees, which may arise as a result of the customer's breach of this paragraph.