

STORAGE CONTRACT

NON-NEGOTIABLE WAREHOUSE RECEIPT AND INVENTORY

Contract No. _____

Warehouse License No. _____

ILL C.C. License No. _____

Name of Depositor(s) _____ Date _____

Mailing Address _____
Street City State Zip Phone _____

Pack Date _____ Storage Pickup Date _____

Storage shipment subject to the Terms and Conditions set forth in this Storage Contract, WHICH THE DEPOSITOR HAS READ, and at the following rate based upon the value declared by the Depositor. **READ REVERSE SIDE FOR TERMS AND CONDITIONS COVERING THIS STORAGE CONTRACT.**

VALUATION: Unless a greater valuation is stated herein, the depositor agrees that the value in case of loss or damage arising out of the company's negligent storage, transportation, packing, 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 article of the contents of any package or container does not exceed and is limited to thirty (\$.30) cents per pound per article, or for the entire content of the entire storage lot does not exceed and is limited to \$2,000.00, upon which the agreed rates are based, the Depositor having been given the opportunity to declare a greater value and to pay the additional charge thereon. I elect not to declare a greater value. _____ (Initial) or Declared Value \$ _____.
The Company limits its liability to thirty (\$.30) cents per pound per article for items of extraordinary value in the storage lot, unless the Depositor agrees to schedule and declare the value of the **extraordinary value items on APPENDIX A** and pay the excess value charge.

I elect not to declare a greater value. _____ (Initial) or Declared Value \$ _____.

THE FOLLOWING RATES ARE BASED ON VALUE DECLARED:

STORAGE _____ Per month or fraction thereof

INSURANCE _____ @ _____ per \$100.00 per month or fraction thereof

TOTAL CHARGES WILL BE COMPUTED UPON STORAGE OF GOODS. RATES QUOTED ABOVE ARE SUBJECT TO ADJUSTMENT WITH 30 DAYS NOTICE TO CUSTOMER.

DEPOSITOR OR AUTHORIZED AGENT SIGNATURE _____ DATE _____

Insurance Certificate No. _____ TOTAL VOLUME _____ REF NO _____

Inventory Page No	Number of Items	Inventory Page No	Number of Items	Inventory Page No	Number of Items	NOTES	

I have checked all the items listed and numbered _____ to _____ inclusive and acknowledge that this is a true and complete list of the goods tendered and of the state of the goods received.
Driver _____ Date _____

I HAVE RECEIVED AND READ A COPY OF THIS CONTRACT.
I acknowledge that condition of the goods at the time of the loading is as noted on this inventory and that I have received a copy of this inventory.

Date _____
Depositor or Authorized Agent Signature

THE PROPERTY COVERED BY THIS WAREHOUSE RECEIPT IS NOT INSURED BY THIS COMPANY FOR THE BENEFIT OF THE DEPOSITOR AGAINST FIRE OR ANY OTHER CASUALTY

WAREHOUSE RULES - PLEASE READ
Present this Warehouse Receipt and a written order when any goods are to be withdrawn.
Reasonable notice is required for access to or delivery of goods.
Access to goods by appointment only. A labor charge will be made for handling of and access to goods in the Warehouse.
A dock charge may be made when goods are delivered to or received from outside truckmen or depositor.
The final settlement of this account must be made in cash, money order, or bank cashier's check, AND PAYMENT OF ALL CHARGES IS REQUIRED BEFORE RELEASE OR DELIVERY.

ORDER FOR DELIVERY
I am requesting _____ delivery _____ release of goods on this warehouse receipt on _____ to _____.
If goods cannot be delivered in the normal way, I agree to pay for any and all extra charges.

Date _____
Depositor or Agent's Signature
DELIVERY RECEIPT
I hereby acknowledge the delivery and receipt of all property as listed and described in this Warehouse Receipt and/or any supplemental list attached hereto and certify that the same has been received in good condition and order unless otherwise indicated hereon in writing.
I further certify that all property so delivered is owned or lawfully possessed by me.

Date _____
Depositor or Agent's Signature

Storage Contract/Non-negotiable Warehouse Receipt

Terms and Conditions

Ownership of Property: The depositor of goods for storage ("Depositor") has represented and warranted to the Company that he/she 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 the breach of this clause,

of high and unusual value unless a special agreement in writing is made between the Depositor and the Company with respect to such articles.

Agreement to Pay:

Depositor agrees to pay when due all transportation charges, labor charges, storage charges and other charges incidental to storage ("storage charges") as well as all reasonable attorney's fees and costs the Company may incur or become liable for in any attempt to collect storage charges ("collection costs"). The term "charges" includes all storage charges and collection costs.

Minimum Period for Storage: On storage accounts, three months' storage will be charged for any fraction of the first three-month period. Thereafter, one month's storage rate will be charged for periods of 30 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. Unless the Depositor removes such goods within that period, the Company is hereby empowered to have the same removed and disposed of 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 therefore or thereafter incurred.

Warehouse Liens:

- It is agreed that the Company shall have a warehouse lien upon any and all property deposited with it or hereafter deposited with it to secure payment of all charges.
- The Company shall have a further lien for all monies advanced to any third parties for the account of the Depositor.
- Accounts are due and payable monthly in advance. Interest will be charged at the rate of 1½% per month on all accounts overdue for a period of 30 days. All charges must be paid in cash, money order, or cashier's check before the delivery or transfer of goods deposited under this contract, and no transfer will be recognized unless entered on the books of the Company.

Address and Change: It is agreed that the address of the Depositor 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.

Liability of the Company:

- The Company reserves the right to refuse any order for transportation.
- This contract is accepted subject to delays or damages caused by war, insurrection, labor troubles, strikes, Acts of God or the public enemy, riots, the elements, street traffic, elevator service, or other causes beyond the control of the Company.
- 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 functioning of any article such as, but not limited to, pianos, radios, phonographs, television sets and components, computers, clocks, barometers, mechanical refrigerators or air conditioners or other instruments or appliances, whether or not such articles are packed or unpacked by the Company.
- No liability of any kind shall attach to this Company for any damage caused to the goods by inherent vice, moths, vermin or other insects, rust, fire, water, changes of temperature, fumigation, or deterioration.
- Unless a greater valuation is stated herein, the Depositor 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 maximum liability of the Company for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited to 30 cents per pound per article, or for the entire contents of the entire storage lot does not exceed and is limited to \$2,000, upon which declared or agreed value the rates are based, the 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 the Company liable and to pay the higher rate based thereon.
- In no event shall the Company be responsible for loss or damage to documents, stamps, securities, specie, or jewelry or other articles

Dispute Resolution and Filing of Claim:

- As a condition precedent to recovery, claim must be in writing, supported by a paid receipt for storage charges and any other charges due from Depositor to Company and filed with the Company within ninety (90) days after delivery of the goods. No action may be maintained by the Depositor against the Company by suit 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.

This contract shall be interpreted under the laws of the State of Illinois. Any litigation under this contract shall be resolved in the trial courts of the county or federal district in which goods were deposited.

Depositor and Company agree that this contract shall create no third-party beneficiary rights. The parties hereto have the sole and exclusive right to enforce this contract. Depositor agrees to indemnify, defend, and hold harmless Company, its insurers, affiliates, employees, and agents as to any claims, or threatened claims, brought or threatened by any entity not a party to this contract (including claims brought by a third party in the name of Depositor). Company is to be held harmless and indemnified pursuant to this paragraph as to any and all damages it incurs, including, but not limited to, payment of judgments, compromise settlements, reasonable attorneys' fees, paralegal fees, consultant fees, expert witness fees, court costs, and all related out-of-pocket costs.

Correction of Errors: The Depositor agrees that unless notice is given in writing to the Company within ten (10) days after the receipt of the inventory list accompanying the 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.

Agreement: The contract represents the entire agreement between the parties hereto and cannot be modified except in writing 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 at any time in the future store, pack, transport, or ship for the owner's account.

Email: Signatures and copies of this Agreement transmitted via email or fax shall be accepted as originals.