

NEW YORK STATE MOVERS & WAREHOUSEMEN'S ASSN., INC.

TERMS AND CONDITIONS

The consumer-bailor and the company agree to the following terms and conditions:

1. **OWNERSHIP OF PROPERTY:** The consumer-bailor has represented and warranted to the company that he or 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 the consumer-bailor agrees to pay all charges that may be due together with such costs and expenses including attorneys fees which the 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 them as well as for such costs and expenses.
2. **PAYMENT:** (a) It is agreed that the company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due, will be sold at public auction to pay said accrued charges and expenses of the sale, after due notice to the consumer-bailor, and publication of the time and place of said sale, according to law.
(b) The company shall have a further lien for all monies advanced to any third parties for account of the consumer-bailor.
(c) Accounts are due and payable monthly in advance. Interest will be charged on all accounts unpaid for a period of three months after they become due. All charges must be paid in cash, money order, or certified 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.
3. **LIABILITY OF THE COMPANY:** (a) 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.
(b) 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.
(c) 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, clocks, barometers, mechanical refrigerators or air conditioners or other instruments or appliances whether or not such articles are packed or unpacked by the company.
(d) No liability of any kind shall attach to the company for any damage caused to the goods by inherent vice, moths, vermin or other insects, rust, changes of temperature, fumigation or deterioration.
(e) Unless a greater valuation is stated on the front of this contract, the consumer-bailor 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 thereof does not exceed and is limited to 30¢ per lb. 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 consumer-bailor 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 thereon. The company's liability may on written request of the consumer-bailor at the time of the signing of this contract or within a reasonable time thereafter be increased on part or all of the goods stored. The rates charged for such increased valuation are as set forth on the front side of this contract. The consumer-bailor acknowledges that he or she has been furnished with a pre-addressed request form to enable the consumer-bailor to request such increased valuation after the date of signing of this contract. This pre-addressed request form must be received by the company within ten (10) days after the consumer-bailor's household goods have been deposited with the company for storage in order to increase the liability of the company for loss or damage to the consumer-bailor's goods.
(f) 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 consumer-bailor and the company with respect to such articles.
4. **TERMINATION OF STORAGE:** The company reserves the right to terminate storage of the goods at any time giving the consumer-bailor 30 days written notice of its intention to do so and unless the consumer-bailor removes such goods within that period the company is hereby empowered to have the same removed at the cost and expense of the consumer-bailor. And upon so doing the company shall be relieved of any liability with respect to such goods therefore or thereafter incurred.
5. **ADDRESS AND CHANGE:** It is agreed that the address of the consumer-bailor 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 consumer-bailor until change of address is given in writing to the company and acknowledged in writing by the company and notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.
6. **FILING OF CLAIM-NOTICE:** (a) 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 consumer-bailor 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.
(b) The company shall have the right to inspect and repair alleged damaged articles.
7. **CORRECTION OF ERRORS:** The consumer-bailor agrees that unless notice is given in writing to the company within ten 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, subject to the provisions of Article 12 of this Contract.
8. **ENTIRE 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 any time in the future store, pack, transport or ship for the owner's account.
9. **GENERAL CONDITIONS:** (a) if goods cannot be delivered in the ordinary way by stairs or elevator, the consumer-bailor agrees to pay an additional charge for hoisting or lowering or other necessary labor to effect delivery. Consumer-bailor shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the consumer-bailor. Consumer-bailor agrees to pay the hourly charge in this contract for waiting time caused by lack of sufficient elevator service.
(b) Packing or moving charges do not include the taking down or putting up of curtains, mirrors, fixtures, pictures, electric or other fittings, or the re-laying of floor coverings or similar services but if such services are ordered a charge will be made therefor.
10. **INVENTORY:** The inventory of the consumer-bailor's household goods which has been furnished to the consumer-bailor is a part of this contract. The consumer-bailor should review the condition noted on this inventory for each of the household goods listed thereon before these goods are picked up for storage to make sure that a proper description of the condition of each of the goods has been entered on the inventory. Before signing this storage contract the consumer-bailor should note on the inventory by item number any exception he or she may have as to the condition descriptions listed by the company. Any exception which the consumer-bailor has should be expressed as follows. The column marked "consumer notation" on the inventory should be marked with an "X" next to the item as to which the consumer-bailor disputes the description. The consumer-bailor should then circle the particular notation made by the company's representative which the consumer-bailor disputes.
11. **BUSINESS ADDRESS AND TELEPHONE NUMBER:** The business address and telephone number to be used by the consumer-bailor in making inquiries concerning this transaction and the storage of his or her household goods are listed in the heading on the front side of this contract.
12. **"CONSUMER-BAILOR."** When used in this contract, the term "consumer-bailor", which is required by New York State law to be used in this contract, shall refer to the depositor and/or the owner of the household goods placed in storage pursuant to this contract.
13. **STORAGE CONTRACT CONTROLS.** If there is any difference between the terms and conditions which appear on the reverse side of the "Non-Negotiable Warehouse Receipt & Inventory" which has been given you and this Storage Contract, the terms and conditions of this Storage Contract will control.