

MERCHANDISE STORAGE CONTRACT RULES & REGULATIONS

This contract is between Five Towns CFS, LLC hereinafter to as the WAREHOUSE and the merchandise owner, hereinafter referred to as OWNER... All oral or written representation relating to the subject of this contract have been incorporated herein, and no other terms or conditions, other than those set forth herein, are applicable. This contract shall not be changed or modified in any way except in writing signed by the WAREHOUSE and the OWNER.

1. WAREHOUSE will provide to OWNER accommodations for storage of OWNER'S merchandise.
2. Storage charges become applicable upon the date that WAREHOUSE accepts care, custody and control of the merchandise, regardless of unloading date or date of issue of warehouse receipt.
3. This contract may be cancelled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this contract for a period of 180 days.
4. At any time during the term of this contract, WAREHOUSE may temporarily or permanently remove the merchandise to comparable space, other than that initially assigned to the merchandise. Owner shall not be entitled to any rebate of storage charges should such removal occur.
5. All storage charges are per agreed unit per month. And shall be paid monthly on the first day of the storage month as "Storage charges".
6. A full month of storage charge will apply on all goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months.
7. WAREHOUSE may mail or provide to OWNER monthly invoices for storage charges which must be paid by the OWNER within 7 days. A service charge of 1 1/2% per month / 18% per annum will be added to any balance thirty (30) days past due from the date of mailing such invoices.
8. No outside labor or contractors are allowed on the premises of WAREHOUSE unless permission in writing is first obtained from WAREHOUSE management. Outside labor and contractors must sign in at the WAREHOUSE business office prior to the commencement of work for OWNER. Outside labor and contractors must present to WAREHOUSE a certificate of insurance containing Workman's Compensation covering all workers with New York State statutory limits and General Liability, including Premises Liability, Products and Completed Operations of \$1,000,000.00 combined single limit.
9. WAREHOUSE reserves the right to terminate this contract in the event of any violation of the terms and Rules and Regulations of this Contract, without any obligation to refund storage charges. In the event of such termination, OWNER will remove his merchandise within ten (10) days of mailing notice of such termination to OWNER. WAREHOUSE reserves the right to remove, haul and store the merchandise at OWNER'S expense in the event OWNER fails to timely remove the merchandise.
10. WAREHOUSE may, upon written notice to the OWNER of record and any other person known by WAREHOUSE to claim an interest in the merchandise, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the WAREHOUSE may sell them in accordance with applicable laws.
11. If WAREHOUSE believes that the merchandise will deteriorate or decline in value less than the amount of WAREHOUSE'S lien before the end of the next succeeding storage month, the WAREHOUSE may specify in their notification any reasonable time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
12. WAREHOUSE will not be responsible nor liable for damage to OWNER'S merchandise arising out of water, freezing, ice, rain, storm, lightning, fire, flooding or any other occurrence arising out of acts or forces of nature.
13. IT IS UNDERSTOOD AND AGREED BY OWNER THAT STORED MERCHANDISE IS NOT INSURED BY THE WAREHOUSE. IT IS FURTHER UNDERSTOOD AND AGREED BY OWNER THAT WAREHOUSE ASSUMES NO OBLIGATION, RESPONSIBILITY, DUTY OR LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL LOSS, DAMAGE, THEFT, VANDALISM OR ANY OTHER DAMAGE, ARISING OUT OF OR IN ANY WAY FROM OWNER'S USE OF THE WAREHOUSE, INCLUDING, WITHOUT LIMITATION TO LOSS OF PROFIT.
14. OWNER shall maintain at all times while the merchandise is in the WAREHOUSE, adequate insurance equal to the value of the merchandise against all risks.
15. WHERE LOSS OR INJURY OCCURS TO STORED GOODS, FOR WHICH THE WAREHOUSE IS NOT LIABLE, THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP RESULTING FROM THE LOSS OR INJURY OF THE GOODS.
16. OWNER will provide the WAREHOUSE with information concerning the stored goods which is accurate, complete and sufficient to allow WAREHOUSE to comply with all laws and regulations concerning the

- storage, handling and transporting of the stored goods. The OWNER will indemnify and hold WAREHOUSE harmless from all loss, cost, penalty and expense (including reasonable attorney's fees) which WAREHOUSE pays or incurs as a result of OWNER failing to fully discharge this obligation.
17. OWNER represents and warrants the OWNER is lawfully possessed of the merchandise and has the right and authority to store them with the WAREHOUSE. OWNER agrees to indemnify and hold harmless the WAREHOUSE from all loss, cost and expense (including reasonable attorney's fees) which WAREHOUSE pays or incurs as result of any dispute or litigation, whether instituted by WAREHOUSE or others, respecting OWNER'S right, title or interest in the goods. Such amounts shall be charged in relation to the merchandise and subject to WAREHOUSE'S lien.
 18. Unless otherwise agreed, labor for receiving, unloading, loading, palletizing, inventory, physical check of goods, serial numbers or other data from packages or any other services and handling will be subject to a charge. Handling charges are due and payable on receipt of goods.
 19. Access to WAREHOUSE is by appointment only and hours of access are Monday through Fridays from 10:00 a.m. to 4:00 p.m. E.S.T. excluding public holidays.

IN WITNESS WHEREOF, the parties hereto have executed this agreement subject to the terms and conditions as set forth herein.

Five Towns CFS LLC

Customer Signature

Date

Date

Print Name and Title

Print Name and Title

© Copyright 2007 Five Towns CFS, LLC.

All right reserved. Production in whole or in part without written permission prohibited.