

Storage Contract

THIS STORAGE CONTRACT (herein referred to as the "Agreement") is made and entered into this _____ day of _____, 20____, by and between _____, located at _____ (herein referred to as the "Storer") and _____ located at _____ (herein referred to as the "Depositor")

In consideration of the respective covenants contained herein, the parties hereto, agree as follows:

Property Being Stored

Depositor owns the following property and requires a facility or location to temporarily store the said Property: _____ (herein referred to as the "Property")

Storage Facility

During the term of this Agreement, Storer agrees to store the said Property in safe keeping at the following storage facility _____ (herein referred to as the "Facility") which offers storage for the Property. And Storer hereby agrees to store the Property for the Depositor.

Storage Period

This Agreement shall commence on _____ and continue until _____, unless Depositor takes back the Property earlier.

Payments

Depositor shall pay \$ _____, as deposit amount and \$ _____ as storage fee for the first month. Payments are due on the _____ day of every month. Payments made after the due date are subject to a late payment charge of \$ _____.

Price Increase

The monthly rental rate is subject to increase by giving the Depositor _____ days advance written notice of any such increase.

Inspection

Storer acknowledges that it has inspected the Property prior to storing and acknowledges that the Property is in good condition, with the following exceptions

No Refunds

Any unused portion of storage fees paid by Depositor is not refundable, unless Storer for any reason terminates the storage contract.

Termination of Storage

The Storer reserves the right to terminate this Agreement at any time by giving the depositor thirty (30) days written notice of its intention to do so. In the event if the Depositor fails to remove any stored Products within the thirty (30) days period the Storer reserves the right to have the same removed at the cost and expense of the Depositor. In such an event the Storer shall be relieved of any liability with respect to such goods therefore or thereafter incurred. In the event if Depositor does not pay any unpaid balance of storage fees, the Storer after giving the Depositor an advance thirty (30) days written notice, treat the Property as abandoned. Storer will sell such abandoned Property in a commercially reasonable manner and apply the proceeds to the costs of sale and any unpaid storage fees. Storer will forward the balance of the proceeds to Depositor

Ownership of the Property

Title to the Property shall at all times remain with the Depositor. Nothing contained in this Agreement shall be construed or interpreted as conveying title to, or any interest in, the Property to the Storer.

Warranties

The Depositor represents and warrants that it is the legal owner of the Property and has the legal right and authority to contract for services for all of the Property. Depositor agrees to indemnify and hold harmless the Storer from and against any and all claims relating to breach of this warranty

Condition of Property

The Storer agrees to exercise reasonable care to protect the Property from theft or damage, and shall maintain adequate insurance to protect the Depositor from any loss or damage caused by the Storer's negligence.

Warranty Disclaimer

STORER PROVIDES THE FACILITY AND THE SERVICES "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Dangerous and Hazardous Materials

Depositor shall not place or keep in or on the Premises explosives, flammable liquids, or any other goods prohibited by the law.

Force Majeure

In the event either party is unable wholly or in part by force majeure to carry out its obligations under this agreement, other than to make payments of amounts due hereunder, the party shall give notice in writing, and the obligations of such party, shall be suspended during the continuance of any inability so caused.

Entire Agreement

This Agreement represents the entire understanding between the parties hereto. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

Successors and Assignees

This agreement binds and benefits the heirs, successors, and assignees of the parties.

Notices

All notices which may be or are required to be given by any party to the other under this Agreement, shall be in writing and (i) delivered personally, or (ii) sent by prepaid courier service or registered mail with acknowledgement of receipt to the parties at their respective addresses first above mentioned. Any such notice so given shall be deemed conclusively to have been given and received when so personally delivered or delivered, by courier or on the fifth day, in the absence of evidence to the contrary, following the sending thereof by registered mail. Any party may from time to time change its address hereinbefore set forth by notice to the other parties in accordance with this paragraph.

Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of _____.

Dispute Resolution

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 under the rules the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator(s) may not vary or modify any of the foregoing provisions.

Modification

This agreement may be modified only by a written agreement signed by all the parties.

Waiver

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement subject to the terms and condition herein set forth

STORER

Signature

Printed Name: _____

Dated: _____

DEPOSITOR

Signature

Printed Name: _____

Dated: _____