

STORAGE CONTRACT

Date _____

Name of Depositor _____ Tel _____

Address _____ Apt. _____

Call to pack on _____ Send on _____ to remove for storage

Approximately _____ sq.ft. _____

To be stored at _____

at the following rates subject to the conditions hereinafter set forth based on the value declared by the depositor.

| RATES: | ESTIMATED CHARGE |
|---|------------------|
| CARTAGE IN _____ Van _____ days @ \$ _____ per day | \$ _____ |
| STORAGE Per Month @ \$ _____ per cu. ft. _____ | \$ _____ |
| Packing _____ Barrels \$ _____ ea. _____ Bk. Ctns \$ _____ ea. _____ Lg. Ctns. \$ _____ ea. | \$ _____ |
| _____ Boxes \$ _____ ea. _____ Bk.Ctns \$ _____ ea. _____ Lg. Ctns. \$ _____ ea. | \$ _____ |
| _____ Mattress Ctns. \$ _____ ea. _____ Crates \$ _____ ea. _____ Dust Covers \$ _____ ea. | \$ _____ |

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 thereof does not exceed and is limited to \$0.60 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 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 thereon.

| | | ESTIMATED CHARGE |
|---|--|------------------|
| INSURANCE VALUATION \$ _____ @ _____ per \$100.00 _____ | | \$ _____ |
| EXCESS VALUATION \$ _____ @ .10 per \$100 _____ per month | | \$ _____ |
| ESTIMATED TOTAL | | \$ _____ |

SPECIAL REMARKS
(NO INVOICES, NO PRORATE)

| EXCESS VALUES | |
|---------------|--------|
| ITEM | AMOUNT |
| | |
| | |
| | |

**READ REVERSE SIDE FOR TERMS & CONDITIONS COVERING THIS STORAGE CONTRACT
STORAGE RATES DO NOT INCLUDE INSURANCE COVERAGE
COPY OF THIS CONTRACT RECEIVED**

Permanent Address _____

Signature _____
(Owner or Authorized Agent)

Accepted by _____

IT IS THE OCCUPANT'S RESPONSIBILITY TO PROVIDE THE CARRIER WITH 10 DAYS' PRIOR WRITTEN NOTICE TO TERMINATE THIS LEASE. UPON RECEIPT OF THE TERMINATION LETTER, THE CARRIER WILL SCHEDULE THE OCCUPANT'S REQUESTED DATE OF MOVE, PROVIDED THERE IS AVAILABILITY. OCCUPANT'S FAILURE TO GIVE 10 DAYS' PRIOR WRITTEN NOTICE OF TERMINATION WILL RESULT IN A \$200.00 NON-CANCELLATION FEE WHICH OCCUPANT WILL BE LIABLE FOR PRIOR TO THE DAY OF MOVE.

1. TERM. The term of this Lease shall commence on the Transaction Date and terminate on the Rent Paid to Date unless sooner terminated or extended pursuant to the terms of this Lease.

2. MONTHLY RENT. The Monthly Rent shall be payable in advance commencing on the Transaction Date and continuing on the same day of each subsequent calendar month of the term of this Lease, without notice, deduction, set-off or demand at the Property or at such other address as may be designated by the Company from time to time. INVOICES ARE NOT ISSUED. Therefore, it is the Occupant's responsibility to remit the storage payment on or before the due date in order to avoid any late fees. Rent paid for the month in which Occupant moves out early shall not be refunded or prorated for any reason. If any check tendered by Occupant is returned for insufficient funds, then Occupant shall pay the Company the returned check fee set forth in the Rider. The Company reserves the right to require that Rent and other charges be paid in cash, certified check, or money order. Occupant agrees and understands that partial payment made to cure a default for non-payment of Rent will not delay or stop the sale of Occupant's Personal Property. Partial payments do not waive or void the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the Occupant's Personal Property.

3. HOLDINGOVER. Except as otherwise set forth herein and provided Occupant is not in default hereunder, the term of this Lease shall automatically be extended on a month-to-month basis on the same terms set forth herein until either party delivers to the other party at least 10 days' prior written notice of its intention to terminate this Lease. IT IS THE OCCUPANT'S RESPONSIBILITY TO PROVIDE THE CARRIER WITH 10 DAYS' PRIOR WRITTEN NOTICE TO TERMINATE THIS LEASE. UPON RECEIPT OF THE TERMINATION LETTER, THE CARRIER WILL SCHEDULE THE OCCUPANT'S REQUESTED DATE OF MOVE, PROVIDED THERE IS AVAILABILITY. OCCUPANT'S FAILURE TO GIVE 10 DAYS' PRIOR WRITTEN NOTICE OF TERMINATION WILL RESULT IN A \$200.00 NON-CANCELLATION FEE WHICH OCCUPANT WILL BE LIABLE FOR PRIOR TO THE DAY OF MOVE.

4. DEFAULT, REMEDIES, AND LIEN. Time is of the essence in the payment of installments of Rent and the performance of Occupant's other duties and obligations under this Lease. If any Rent is not paid when due or Occupant fails or refuses to perform any of the covenants, conditions or terms of this Lease, the Occupant shall be in default under this Lease. Upon the occurrence of any such default by Occupant, the Company may, in addition to and not in lieu of any other remedies set forth herein or otherwise available at law or equity, terminate this Lease in the manner provided by law, or as otherwise available to the Company, enter the Space, if necessary, and take possession of the Personal Property, without liability for trespass, conversion or otherwise, and the Company may sell the Personal Property, or any part thereof, without notice to Occupant, at public or private sale in the manner permitted by applicable law. Nothing set forth herein shall limit or prejudice the right of the Company to provide for and obtain as damages, by reason of a default under this Lease, the maximum amount of damages allowed by applicable law in effect at the time when such default occurs. Notwithstanding the Company's re-entry, seizure, or taking possession of the Space and/or Personal Property, Occupant shall remain liable to the Company for the Rent provided for in this Lease. Occupant shall be liable for, and the Personal Property located in the Space shall be subject to a lien for, the Rent to the date of termination of this Lease, damages for the breach of this Lease, court costs, attorney's fees, expenses for the removal, disposition or destruction of the Personal Property, all costs of repair to the Space and the Property and any other damages incurred by the Company. In the event of a sale of Personal Property as provided in this Lease, the date of such sale shall constitute the date of the termination of this Lease. In addition to all rights, liens and remedies set forth herein or provided by law to secure and collect amounts due the Company pursuant to this Lease (including costs of collection and attorney's fees), Occupant hereby grants to the Company a security interest in all Personal Property placed in the Space during the term of this Lease and all proceeds of the foregoing and Occupant shall execute such documents as Owner requires to perfect or confirm such liens. Occupant shall provide the Company with a written list of the names and addresses of all parties who now or in the future have or may have a lien and/or any legal or equitable interest in any of the Personal Property. The lien granted to the Company hereunder shall be in addition to any lien that may now or at any time hereafter be provided by law.

5. LIABILITY OF THE COMPANY: (a) 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.

(b) 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.

(c) 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.

(d) 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 thereof does not exceed and is limited to \$0.60 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 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 thereon.

(e) In no event shall the company be responsible for loss or damage to documents, stamps, securities, 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.

6. 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 hereby 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 thereafter incurred.

7. 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 and notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.

8. 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 (for intrastate moves), or within 9 months (for interstate moves) 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.

9. 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 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.

10. 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.

11. GENERAL CONDITIONS: (a) If goods cannot be delivered in the ordinary way by stairs or elevator, the Occupant agrees to pay an additional charge for hoisting or lowering or other necessary labor to affect delivery. Furthermore, if the Final Delivery Location involves the usage of stairs or elevator and the Occupant did not inform the Broker and/or Carrier, the Occupant agrees to pay the hourly charge in the contract for the necessary labor. Customer shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the customer. Customer 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 relaying of floor coverings or similar services but if such services are ordered a charge will be made therefore.

12. ABANDONMENT OF OCCUPANT'S PROPERTY. Any Personal Property remaining in the Space after the termination of this Lease shall be deemed to have been abandoned by Occupant and may either be retained by the Company, without any further claim or interest on the part of Occupant, or sold in the manner provided in Paragraph 2 or as otherwise permitted by applicable law. If the Personal Property is sold pursuant to any provision of this Lease, then the Company shall receive and retain the proceeds of such sale, which shall be applied against the expenses of re-entry and sale, the cost of moving and storage, any arrears in Rent and any damages which the Company may be entitled to under this Lease or at law or in equity. Notwithstanding the foregoing, Personal Property of nominal value may be disposed of by the Company without sale.

13. BANKRUPTCY AND OTHER LEGAL ACTIONS. If Occupant files a voluntary petition in bankruptcy, a petition in involuntary bankruptcy is filed against Occupant, or Occupant makes an assignment for the benefit of creditors or is placed in receivership, then the Company may, at the Company's option, declare this Lease to be in default and pursue the rights and remedies in Paragraph 2.

14. INDEMNIFICATION. Occupant shall indemnify, defend and hold the Company and the Company's officers, partners, principals and employees harmless from and against any and all losses, claims, demands, actions, causes of action, costs expenses (including attorney's fees), liabilities and damages resulting or arising, directly or indirectly, from any acts or omissions of Occupant or its agents or Occupant's default under this Lease or use of the Space or the Property.

15. CHANGE OF TERMS. All of the terms and charges set forth in this Lease may be changed by the Company upon 30 days' prior notice to Occupant.

16. WAIVER. No waiver or changes by the Company of any breach or default by Occupant of any term of this Lease shall constitute a waiver of any subsequent breach or default.

17. NOTICES. All notices, demands or requests by Occupant to the Company shall be in writing and sent by certified mail, return receipt requested postage prepaid to the address on the contract. All notices, demands, or requests by the Company to Occupant shall be in writing and sent by regular mail or delivered personally to the address set forth in the contract. Notice shall be effective on the earlier of receipt or 3 postal days after sending in the required manner. Occupant shall immediately advise the Company in writing if Occupant changes its address or phone number and confirms that Occupant's address and phone number.

18. GOVERNING LAW. This Lease shall be governed by and construed and enforced in accordance with the laws of the state where the Property is located.

19. SUCCESSION AND LIABILITY. All of the provisions of this Lease shall be binding upon the heirs, executors, administrators, representatives and successors and assigns of the Company and Occupant.

20. SEVERABILITY CLAUSE. If any term, condition or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the other provisions of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

21. HEADINGS: USE OF CERTAIN TERMS. The headings of the various paragraphs of this Lease are for the convenience of the parties and are not to be used in interpreting this Lease. Neuter pronouns shall be read as masculine or feminine and words in the singular person as plural, if the nature or number of the parties so requires. The word "term" when used to refer to the period for which the Space is leased shall include the original term and any renewal or extension thereof including (where not inconsistent with the specific provisions hereof) any period of holding over.

22. ENTIRE AGREEMENT; EXCLUSION OF WARRANTIES. The entire agreement of the parties is set forth in this Lease. No amendments or modifications to this Lease shall be binding upon the parties unless they are in writing and signed by the parties.

23. JURY TRIAL WAIVER. To the extent permitted by law. The Company and Occupant each waives its right to trial by jury in any proceeding, at law or in equity, arising out of or in any way related to this Lease. Occupant's use of the Space or any other claim, including, but not limited to, claims for bodily injury, loss or damage to Property or Personal Property or the enforceability of any law, statute or regulation.

24. ATTORNEY'S FEES. In the event the Company obtains services of an attorney to recover any sums due under this Lease, for an unlawful detainer, for the breach of any covenant or conditions of this Lease, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to the Company the reasonable costs, expenses, and attorney's fees incurred in such actions.

25. ADDITIONAL PROVISIONS. Attached hereto and made a part hereof is a Rider containing additional terms and conditions of this Lease. In the event of an inconsistency between the terms and conditions of this Lease and the Rider, the terms and conditions of the Rider shall control.

FLORIDA RIDER

This Rider ("Rider") is attached to and made a part of that certain Lease ("Lease") between the Company and the Shipper. In the event of *any* inconsistency between the terms and conditions of the Lease and this Rider, the terms and conditions of this Rider shall control. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

1. DENIAL OF ACCESS: THE SHIPPER DOES NOT HAVE ACCESS TO THE GOODS OR BUSINESS PROPERTY WHILE IT IS STORED IN A FACILITY OWNED OR RENTED BY THE COMPANY UNLESS THE SHIPPER HAS TENDERED PAYMENT IN THE AMOUNT SPECIFIED IN THE CONTRACT. THEREFORE, IT IS THE SHIPPER'S RESPONSIBILITY TO MAKE CERTAIN ON THE DAY OF MOVE, ANY PERSONAL ITEMS NEEDED ON A DAILY BASIS ARE SEPARATED FROM THE GOODS THAT ARE TO BE PLACED TEMPORARILY IN STORAGE. THEREAFTER, IF AN ITEM(S) MUST BE REMOVED FROM STORAGE, THE SHIPPER WILL BE CHARGED FROM \$300 - \$1,000 DEPENDING ON THE NUMBER OF ITEMS TO BE REMOVED AND LOCATION OF THE ITEM(S) IN THE UNIT. A WRITTEN ESTIMATE AND CONTRACT WILL BE PROVIDED TO THE SHIPPER PRIOR TO THE START OF ANY LABOR WORK.

2. THE COMPANY SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE WAREHOUSE, LABOR OR OTHER CHARGES, PRESENT AND FUTURE. IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. IF SHIPPER DOES NOT PAY THE MONTHLY RENT, SHIPPER MAY LOSE SHIPPER'S PROPERTY. THE COMPANY HAS THE RIGHT TO SELL THE SHIPPER'S PROPERTY STORED IN THIS FACILITY TO COLLECT THE UNPAID RENT.

3. HANDLING FEE: THE SHIPPER IS NOT PERMITTED INSIDE OUR FACILITY AND DOES NOT HAVE ANY ACCESS TO THE GOODS WHILE ON OUR PROPERTY. IF THE SHIPPER DECIDES TO CONTRACT ANOTHER MOVING COMPANY TO HANDLE THE MOVE OUT OF STORAGE INTO A NEW LOCATION, THE SHIPPER WILL BE ASSESSED A FEE RANGING FROM \$500 - \$3,000. THE FEE WILL DERIVE FROM THE AMOUNT OF GOODS AND WILL INCLUDE THE COST FOR LABOR PERFORMED BY THE MOVER TO REMOVE ALL THE GOODS FROM THE UNIT TO OUTSIDE OF THE PREMISES. A WRITTEN ESTIMATE AND CONTRACT WILL BE PROVIDED TO THE SHIPPER PRIOR TO THE START OF ANY LABOR WORK.

4. In addition to any fees and charges set forth in the Lease, or otherwise available to the Company at law or in equity, Shipper shall pay the following additional charges and/or fees as applicable as "additional rent":

(A) Any installment of Monthly Rent which is not paid when due shall be assessed a late fee as follows:

(i) If such installment of Monthly Rent is received by the Company at any time between the sixth (6th) and fifteenth (15th) day following the due date for such installment, a late fee in the amount of \$10.00 shall be assessed to Occupant.

(ii) If such installment of Monthly Rent is received by the Company at any time between the sixteenth (16th) and twenty-fifth (25th) day following the due date for such installment, then, in addition to the late fee set forth in (i) above, an additional late fee in the amount of \$10.00 shall be assessed to Occupant.

(iii) If such installment of Monthly Rent is paid at any time after the twenty-fifth (25th) day following the due date for such installment, then, in addition to the late fees set forth in (i) and (ii) above, an additional late fee in the amount of \$10.00 shall be assessed to Occupant.

(B) Returned check fee: \$30.00

(C) In the event Shipper is in default under the Lease and the Company proceeds with an auction or sale of the Shipper's Property, Shipper shall pay an auction or sale fee in the amount of \$95.00, in addition to all other reasonable charges described in Paragraph 1 above. The auction fee will be due whether or not the auction is held.

(D) Shipper agrees that the fees charged above are reasonably proportionate to the actual damages incurred by the Company in such events and that the actual damages are uncertain and difficult to prove.

5. To the extent of any provision in the Lease or Rider is in conflict with Florida Law, then the provisions of the Lease and this Rider shall be amended accordingly.

THE TERMS AND CONDITIONS OF THIS RIDER ARE AGREED TO:

SHIPPER

COMPANY:

X _____

X _____