

WAREHOUSEMAN **Starving Artists Moving Corp., 134B Hall St., Concord, N.H. 03301**

DATE \_\_\_\_\_  
RECEIVED FROM \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY/ST/ZIP \_\_\_\_\_  
PHONE ( ) \_\_\_\_\_

DATE \_\_\_\_\_  
DELIVERED TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY/ST/ZIP \_\_\_\_\_  
PHONE ( ) \_\_\_\_\_

**STATEMENT OF OWNERSHIP**

Received for the account of \_\_\_\_\_ ("Storage Depositor"), being the lawful owner or agent of the owner whose latest known address is \_\_\_\_\_ the property described below, in condition described herein, to be stored at a warehouse located at **134B Hall St., Concord, New Hampshire** subject to all the terms and conditions contained in this **Warehouse Receipt and Storage Contract**, and on its reverse side as well as inventories referenced below.

I HEREBY ACKNOWLEDGE ALL TERMS & CONDITIONS  \_\_\_\_\_  
(Storage Depositor)

**"The property which you are putting in storage is not covered by insurance against fire or theft. You may contact the warehouseman for instructions on placing insurance coverage for fire and theft on the deposited property."**

**CHARGES**

Storage @ **\$35 per crate** per month \$ \_\_\_\_\_  
Warehouse handling in @ **hourly rate** \$ \_\_\_\_\_  
Warehouse handling out @ **hourly rate** \$ \_\_\_\_\_  
Access @ **\$40** per **man-hr.** \$ \_\_\_\_\_

NOTICE - THIS AGREEMENT DOES NOT CONTAIN TRANSPORTATION OR OTHER RELATED MOVING CHARGES. WAREHOUSEMAN'S RATES MAY BE CHANGED WITH 30 DAYS WRITTEN NOTICE (SEC. 9 - REVERSE)

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
Liability Charges \_\_\_\_\_ \$ \_\_\_\_\_  
Advanced Charges \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**LIABILITY LIMITATION**

Storage Depositor must select one of the options below. In the event that the Storage Depositor does not select one of these options, the Warehouseman's maximum liability is .60 cents per pound, per article with the maximum liability of two thousand dollars (\$2000) for the entire lot.

I ( ) .60 per lb/article (\$2000 max. liability per lot) \_\_\_\_\_ Initials

II ( ) Certificate of Insurance (options) \_\_\_\_\_ Initials

1. ( ) Declared depreciated value of \$ \_\_\_\_\_ Initials  
at a charge of \$ \_\_\_\_\_ per \$1000 in value

2. ( ) Full replacement value of \$ \_\_\_\_\_ Initials  
at a charge of \$ \_\_\_\_\_ per \$1000 in value

**INVENTORIES**

Inventory Lot No. \_\_\_\_\_ Tag Color \_\_\_\_\_  
Inventory Pages \_\_\_\_\_ to \_\_\_\_\_ and/or  
Item Numbers \_\_\_\_\_ to \_\_\_\_\_ are hereby  
referenced as containing the contents of this storage lot.

**TOTAL CHARGES** \$ \_\_\_\_\_

**ACCESS AND ORDER FOR DELIVERY FROM STORAGE**

In addition to the Storage Depositor, the following individuals shall be authorized to have access to the property described in this Warehouse Receipt and Storage Contract, and related inventories: subject to payment of the charges agreed to herein:

Such property shall be delivered to the Storage Depositor or the authorized individuals identified above, if any, provided payment of all storage, warehouse handling, and other charges are made and surrender of this Warehouse Receipt and Storage Contract, and related inventories, properly endorsed, is made.

**SPECIAL SERVICES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAREHOUSEMAN**

BY  \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF STORAGE DEPOSITOR OR AGENT \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_

**RECEIVED FROM AT ORIGIN**

I acknowledge receipt of true and complete copies of this Warehouse Receipt and Storage Contract and Inventory or Inventories, and the condition of the goods when loaded as noted on said Inventory or Inventories.

**DELIVERY RECEIPT**

SIGNATURE OF STORAGE DEPOSITOR OR AGENT \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE OF STORAGE DEPOSITOR OR AGENT \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_

CLAIMS FOR DAMAGE OR LOSS MUST BE FILED WITH THIS CARRIER WITHIN 60 DAYS (SEE CONTRACT TERMS AND CONDITIONS, SEC. 11)

**Original: Warehouse, 2<sup>nd</sup>: Storage Depositor**

# CONTRACT TERMS AND CONDITIONS

1. This document is a Warehouse Receipt and Storage Contract and describes the contract between the Warehouseman (referred to as the "Company") and the Storage Depositor named on the reverse side of this document (referred to as "you"). The following are the promises which a) the Company makes to you with regard to the storage of your personal property (referred to as the "goods"), and b) which you make to the Company with regard to the storage of your goods. The Company promises:
  - (i) to provide storage and safekeeping services for your goods at the warehouse location described on the reverse side of this document;
  - (ii) to act with reasonable care in the storage and safekeeping of your goods, according to the standard of care and prudence which a reasonably careful and prudent person would observe in care of such goods;
  - (iii) to respond promptly to any claim made against the Company based on loss or damage to your goods; and,
  - (iv) to promptly notify you of any changes involving the storage of your goods, including, but not limited to (A) change of storage location, (B) change in storage rate: and (C) other matters regarding your goods of which you should reasonably be notified.You promise the Company as follows:
  - (i) to pay the storage, transportation, and related charges described on the reverse side of this document;
  - (ii) to furnish all information reasonably requested by the Company in connection with the storage of your goods; and
  - (iii) to pay to the Company any expense that it may incur in a) defending itself or seeking legal advice regarding any matter relating to the storage or your goods, and b) defending itself of seeking legal advice because you have breached or broken any of the promises described in this Agreement.
2. Liability of the Company. The Company will be liable for its failure to provide reasonable care in the storage and safekeeping of your goods. However, because of the unusual nature of household goods, this liability is limited to a) sixty (60) cents (\$.60) per pound, per article, and or up to a maximum of b) a total of \$2,000 for all your goods. The Company will only be liable for the payment of this, or any other amount, if it is determined that the Company breached its duty of reasonable care with respect to your goods. This amount of liability may only be increased by your payment of a higher rate to the Company for the storage and safekeeping of your goods. You acknowledge that the Company has explained this fact to you and offered you the opportunity to pay a higher rate in order to increase this liability amount.
3. Warehouseman's Lien. You agree that you have title to and/or the sole right to possession of the goods placed in storage, and that there is no other lien or interest in the goods owned by any person. You also agree that in the event you fail to pay to the Company its storage, transportation, and related charges, that the Company may sell your goods in accordance with applicable provisions of the State law in which the warehouse is located. You also agree that the Company has a warehouseman's lien as well as a security interest against your goods to the extent of all money owed to the Company for storage, transportation, and related charges.
4. Non-Liability of the Company. Because of the nature of the Company's business and the nature of household goods, there are certain events and circumstances which may result in loss or damage to the goods for which the Company will have NO liability. These include loss or damage resulting from: a) war; b) insurrections; c) labor trouble; d) acts of God; e) acts of public enemy; f) riots; g) weather; h) traffic; i) elevator service; j) inherent vice; k) moths, vermin, heat; or other insects; l) rust; m) water; n) changes of temperature; o) fumigation; p) deterioration; q) dampness of atmosphere; r) earthquake; s) leakage; t) heat; or u) furniture assembled by the storage depositor commonly referred to as "ready to assemble" or "knock down" (kd) furniture.
5. Special Documents. Unless a separate written agreement is made between you and the Company, the Company will have NO liability for loss or damage resulting to the following types of goods: a) documents; b) stamps; c) securities; d) specie; e) jewelry; f) or other articles of high or unusual value.
6. Mechanical Functions. The Company will not be responsible for loss or damage occurring with regard to the mechanical functions of items included with your goods in storage such as, but not limited to: a) musical instruments; b) radios; c) stereo sets; d) television sets; e) computers; f) refrigerators; g) air conditioners; or h) other instruments or appliances.
7. Change of Address. The Company is entitled to rely on the address which you have given the Company and you are entitled to rely on the address which the Company has given to you, for all notices regarding the storage of your goods. No change of address will be valid unless it is in writing and actually received by the party being notified.
8. Termination of Storage. There are many reasons why it may be necessary for the Company to terminate the storage of your goods. This may occur due to a change in Company location, a change in the nature of the Company's business, or many other factors not known by the Company at this time. The Company may terminate the storage of your goods by giving you thirty (30) days written notice. If you do not remove your goods after being given this notice, the Company has the right to relocate your goods to another location, and to bill you for any extra charges (including, among other things, transportation and re-inventory) resulting from this relocation.
9. Change of Rates. The rates which will be charged for storage and related services are those stated on the reverse side of this document. However, the Company may adjust these charges during the time your goods are in storage. However, for any such change to be effective, the Company must give you thirty (30) days written notice of any such changes. If you do not wish to pay any increased rate for the storage of your goods, you have the option to remove the goods upon the payment in full of your account balance.
10. Other Services. This Warehouse Receipt and Storage Contract describes the legal responsibility of the Company to you with regard to the storage of your goods. It does not apply to transportation or other transactions. Other transportation documents will be provided by the Company to you if the Company is also acting as a Mover with regard to your goods.
11. Filing of Claims. If you wish to make a claim against the Company based on loss or damage to your goods, this claim must be in writing and must be delivered to the Company within sixty (60) days after delivery of the goods. The Company and you agree that if such claim is not filed on a timely basis, it may not be pursued by you against the Company. In addition, because of the nature of the Company's business, it is necessary for the Company to be promptly aware of any potential claims or lawsuits against it. For this reason, you and the Company agree that if any legal action is to be started by you against the Company, it must be started within (12) months after you have filed a written claim with the Company which complies with the requirements described above.
12. Entire Agreement. This is the complete agreement between you and the Company regarding the storage of your goods. While there may be laws or regulations which will apply to the relationship between you and the Company, there is no other agreement which applies between you and the Company, unless such other agreement is in writing and is signed by both you and a representative of the Company. If any part of this agreement is unlawful or determined to be unlawful, it shall be deemed amended to comply with any applicable law or determination.