

Storage Agreement

Bill of Lading

Order Number: _____

Move Date: _____

Team Leader: _____



Storage You Can See



The Trusted Mover

Customer Contact Information

Company: _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____

Day Phone: _____

Cell Phone: _____

Drivers License: _____ State: _____

Other Allowed to Access: _____

Abandonment and Agreement

ALL STORAGE PAYMENTS ARE DUE BY THE 1ST OF THE MONTH. PAYMENTS NOT RECEIVED BY THE 10TH DAY OF THE MONTH WILL BE ASSESSED A \$30.00 LATE FEE. AN ABANDONMENT NOTICE WILL BE SENT IF TWO MONTHLY PAYMENTS ARE NOT RECEIVED BY THE 10TH OF THE FOLLOWING MONTH. CUSTOMER SHALL HAVE A PERIOD OF THIRTY (30) DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM CYBER SPACE TO BRING ACCOUNT CURRENT BEFORE ABANDONMENT OCCURS. MOREOVER, CUSTOMER HEREBY GRANTS CYBER SPACE THE RIGHT TO DISPOSE OF ANY ABANDONED PERSONAL PROPERTY LEFT IN STORAGE BEYOND 30 DAYS AFTER THE DATE OF RECEIPT FROM CYBER SPACE NOTICE OF ABANDONMENT, IN ITS SOLE DISCRETION, WITH CUSTOMER BEING ENTITLED TO NONE OF THE PROPERTY OR PROCEEDS THEREAFTER. BY SIGNING THIS SECTION THE CUSTOMER STATES THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS PARAGRAPH. THE CUSTOMER HAS REVIEWED THIS AGREEMENT AND AGREES WITH THE TOTAL AMOUNT DUE. THEY HAVE ALSO REVIEWED THE BACK OF THIS STORAGE AGREEMENT IN FULL AND UNDERSTAND THAT ITS TERMS CONSTITUTE A CONTRACTUAL AGREEMENT WITH CYBER SPACE AND HAVE INDICATED THEIR REVIEW OF THE FRONT AND BACK OF THIS AGREEMENT BY SIGNING BELOW:

CUSTOMER SIGNATURE

DATE

Minimum Storage Coverage

I agree that Local Motion's liability for claims and losses to stored items will only extend to 60 cents per pound per article or the value declared on the original Bill of Lading.

Signature: _____

Monthly Storage

ATTENTION CUSTOMER: Please be aware that there may be additional vaults added below, and without your initial knowledge, for items that are not contained in vaults on the truck. You may verify this with the Team Leader before their departure and also have the right to verify amounts through inspection of any and all vaults and racks indicated below at Local Motion's warehouse.

Description	Quantity	Price	Price
Vaults			
Racks			
Remaining Vaults			
Remaining Racks			
Estimated Monthly Storage Charges			

Prorated Storage

This amount is charged for storage that arrives before or after the first of the month.

Description	Amount
Monthly Storage Total	
Multiply by days remaining this month	
Divide by total days in this month	
Pro-Rated Storage Total	

Automatic Storage Payment

I authorize Cyber Space to automatically charge (debit) my credit card account below for monthly storage payments due. **I understand Cyber Space does not submit monthly** invoices and that I am responsible for ensuring my monthly storage payment is paid by the 1st of each month and will be assessed a \$30 fee for late payments.

I accept automatic account debits: (initial) _____

Account Number: _____

Payment Type: _____ Expiration Date: _____

Security Code: _____ Billing Zip Code: _____

9230 Xylon Avenue North, Brooklyn Park, MN 55445

Phone (952) 474-6683

www.localmotion.com

Fax (952) 252-0851

STORAGE AGREEMENT

Subject to Terms and Conditions of the Carrier's Tariff on file with the Minnesota State Department of Agriculture.

1. **TERMS AND PAYMENT** Local Motion agrees to store the Customer's property for an indefinite period of time at the set dollar amount noted on the reverse side. These items will be stored at 9230 Xylon Avenue North, Brooklyn Park, MN, 55445 where this storage agreement begins on the date specified and continues on a month-to-month basis. The Customer agrees to pay Local Motion the storage fee on or before the 1st day of each month indicated representing a monthly rate and as indicated.
2. **LATE CHARGES AND RETURNED CHECKS** The Customer is aware that Local Motion does not submit monthly invoices and that the Customer must remit the storage fee on or before the first of the month. The Customer agrees to pay a late fee of thirty dollars (\$30.00) for each late payment received after the 10th day of the month. Local Motion will charge Customer twenty five dollars (\$25.00) for each returned check.
3. **CUSTOMER LIABILITY** The customer shall assume all personal and physical responsibility and liability in place of Local Motion for losses, damages, injury or death caused by items concealed in their shipment that may be of dangerous or life threatening composition, explosives, acidic, flammable, corrosive, or of other hazardous elements and where the customer has packed such articles and not informed the Local Motion Team Leader of such items.
4. **CLAIMS AND MAXIMUM LIABILITY** Local Motion shall be liable for physical loss of or damage to any articles from external cause while being carried in transit EXCEPT:
 - a) From an act, omission or order of the customer, or from acts of God, natural conditions such as extreme temperature and weather conditions, snow, sleet, water damage from rain, tornado, floods, hurricanes, volcanic eruptions, etc. as opposed to human causes;
 - b) For documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value including accounts, antiques, works of art, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom;
 - c) For any and all electronic items including but not limited to the following: refrigerators and kitchen appliances, deep freeze cabinets, washers and dryers, radios and stereos, speakers of all sizes and type, DVD and CD players, cable boxes and satellite equipment, television sets of all kind, air conditioners, computers and monitors, all power equipment and tools and the like of which that show no signs of exterior damage or where internal damage may have been caused by the movement of the item or items yet where Local Motion has not neglected or mishandled such items;
 - d) Fragile items such as marble or glass not properly or professionally packaged for transit and/or particleboard furniture where movement alone can cause damage.
 - e) From insects, moths, vermin and ordinary wear and tear; or for condition or flavor of perishable articles;
 - f) From manufacture defect or inherent defect or hazardous characteristic of the article;
 - g) From strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence or disorder.
5. **DEFAULT** Customer shall be in default if Customer fails within five (5) days after Local Motion mails notice of default to Customers last-known address or to any alternate address, supplied by Customer in writing to Local Motion before the date of this agreement to pay any past-due payments, late charges or other fees after such fees are incurred. Customer has the right to pay or cure any past-due payments by giving notice to Local Motion. Customer realizes that there is a \$150.00 filing fee that will be charged to the customer for Defaults filed by Local Motion, where as:
 - a) Customer hereby grants Local Motion a security interest and lien in the property or the proceeds of the property stored by customer in the vaults to secure overdue storage fees, labor charges and other charges, including expenses incurred in the preservation, sale or disposition of customers property, permitted under Minnesota law.
 - b) Local Motion has the right to dispose of the personal property stored with Local Motion and has the right to this property in the event the Customer declares bankruptcy or files chapter 11 and where the Customer is in Default of this storage agreement.
6. **ENDING THE STORAGE AGREEMENT AND RATE CHANGES** Local Motion may cancel the storage agreement at any time so long as they give the customer 30 days advance notice. Local Motion may at any time change the monthly storage rate. In doing so Local Motion will submit a new storage agreement reflecting the new rates 30 days prior to changing the rates.
 - b) Customer may cancel the storage agreement at anytime so long as they give 48 hours advance notice. Customer will be liable for all charges incurred prior to removal of their items.
7. **ACCESS AND HANDLING FEES** Local Motion agrees to allow Customer access to their vaults and the Customer agrees to schedule this access with the Local Motion representative a minimum of 24 hours prior to the Customers arrival. Customer realizes that same day walk-ins will not be assisted. The Customer realizes that the Local Motion staff will be required to assist the Customer during this access and that the rate charged is billable to the Customer at the labor charge denoted in the Local Motion tariff. Customer has one free access per month.
8. **GENERAL** This storage agreement does not create any agreement between Local Motion and the Customer other than that of Bailor and Bailee. Local Motion may take legal action against Customer's property if Customer defaults even if Local Motion does not take legal action because of earlier defaults by Customer. All Local Motion and Customer's heirs, successors and assignees are also bound by this storage agreement. If any portion of this storage agreement is illegal or invalid, the remaining parts are valid and enforceable.