

COMBINATION STORAGE CONTRACT, BILL OF LADING, WRITTEN ESTIMATE, AND CONFIRMATION OF ORAL DISCLOSURES

City of New York
 Department of Consumer Affairs
 Storage Warehouse
 Operator's License No. _____

No. _____

Packing Date _____ Time _____ Move Date _____ Time _____

Job No. _____ Cu. Ft. _____ Finish _____

Name of Consumer _____

Address of Consumer _____ Tel. No. _____

From _____

To _____

Driver _____ Helpers _____

From _____ To _____ Listed By _____ Load No. _____

YOU ARE ENTITLED TO A WRITTEN ESTIMATE BASED UPON AN ACTUAL PHYSICAL INSPECTION OF YOUR GOODS. The charge for this written estimate is _____.

Goods to be stored at _____ Tel. No. _____

You will be charged a minimum of _____ months storage regardless of actual storage time. You will be charged a minimum monthly storage fee of _____.

YOU MAY CANCEL THIS CONTRACT WITHOUT CHARGE AT ANY TIME PRIOR TO 3 P.M. ON THE DAY PRECEDING THE SCHEDULED STORAGE OF YOUR GOODS. AFTER THAT, A REASONABLE CHARGE MAY BE IMPOSED.

THE ESTIMATED COSTS LISTED BELOW REPRESENT ESTIMATES OF THE COSTS TO YOU INVOLVED IN PUTTING YOUR GOODS IN STORAGE. THESE ESTIMATED COSTS [ARE] [ARE NOT] THE RESULT OF AN ACTUAL PHYSICAL INSPECTION OF YOUR GOODS:

When your goods are removed from storage there will be a charge for "warehouse labor out" which will be quoted in conformance with rates on file with the City of New York Department of Consumer Affairs at the time you remove your household goods from storage.

When your goods are removed from storage if you request the storage warehouse operator to deliver them to a location other than the loading platform of the warehouse, there will be a charge for "transportation from the warehouse" which will be quoted in conformance with rates on file with the City of New York Department of Consumer Affairs at the time you remove your household goods from storage.

NOTICE:
 THE MONTHLY STORAGE CHARGE AND OTHER CHARGES STATED IN THIS AGREEMENT ARE EITHER THE ACTUAL OR REASONABLY ESTIMATED CHARGES YOU MUST PAY. IF THE CHARGES ARE ESTIMATED THE FINAL CHARGES YOU WILL BE REQUIRED TO PAY MAY NOT EXCEED THE ESTIMATE BY MORE THAN 10 PERCENT.

NOTICE:
 STORAGE CHARGES DO NOT INCLUDE ANY CHARGES FOR MOVING YOUR GOODS FROM YOUR HOME TO THE WAREHOUSE OR FROM THE WAREHOUSE TO YOUR HOME.

At your option, the Company will submit to final and binding arbitration in accordance with the arbitration rules of the Better Business Bureau of Metropolitan New York, Inc. any dispute which arises out of: (a) the Company intended sale of your household goods for nonpayment and (b) any other dispute involving your household goods where the amount in controversy is between \$100 and \$2,500. For more information about arbitration, call the BBB at 533-0483 or write to the BBB at 257 Park Avenue South, New York, New York 10010 (Attn: Arbitration.)

<small>Mark Indicates Charge is Mandatory</small>	<small>Estimated</small>	<small>Actual</small>	<small>Mark Indicates Charge is Mandatory</small>	<small>Estimated</small>	<small>Actual</small>
			<input type="checkbox"/>	Cubic Feet	
<input type="checkbox"/>			<input type="checkbox"/>	Charge for Containers	
			<input type="checkbox"/>	Charge for Packing (Note: Packing services and 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 therefor.)	
<input type="checkbox"/>			<input type="checkbox"/>	Charge for Transportation to Warehouse	
			<input type="checkbox"/>	Labor in	
			<input type="checkbox"/>	Access to Stored Goods	
			<input type="checkbox"/>	Total cubic footage _____ x _____ ¢ per cubic foot = monthly Charge for Storage.	
			<input type="checkbox"/>	Charge for Sales Tax	
			<input type="checkbox"/>	Charge for Increased Valuation	
			<input type="checkbox"/>	Charge for Loading Platform	
			<input type="checkbox"/>	Charge for _____	
			<input type="checkbox"/>	Charge for _____	
				TOTAL CHARGES	

VALUATION

The Consumer (shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the Consumer (shipper) to be NOT exceeding 30 cents (30¢) per pound per article up to a maximum of \$2,000 unless specifically excepted. The Consumer (shipper) hereby declares valuations in excess of 30 cents (30¢) per pound per article on the following articles:

This coverage may be increased by returning the pre-addressed request form which has been given to you by the storage warehouse operator.

RATE FOR EXCESS VALUATION _____ PER \$100 per MONTH. Signature _____

READ REVERSE SIDE FOR TERMS & CONDITIONS COVERING THIS COMBINATION STORAGE CONTRACT, BILL OF LADING, WRITTEN ESTIMATE, AND CONFIRMATION OF ORAL DISCLOSURES

PERMANENT MAILING ADDRESS:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Signature _____
(Owner or Authorized Agent)

For The Company _____

TERMS AND CONDITIONS

Minimum Storage Charge.

1. _____ months' storage will be charged for any fraction of the first _____ months. Thereafter one month's storage will be charged for thirty days or less.

Responsibility of Company for Damage.

2. The Company is not responsible for fragile articles, theft, injured or broken unless packed by its employees and unpacked by them at the time of delivery. The Company shall not be responsible for the mechanical functions of pianos, radios, phonographs, clocks, barometers, mechanical refrigerators or other instruments or appliances whether or not such articles are packed or unpacked by the Company.

Valuation of Goods.

3. Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage whether 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 thirty (30¢) cents per pound per article 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 in conformance with Uniform Commercial Code. The Company's liability may on written request of the consumer-bailor at the time of the signing of this contract or within a reasonable time thereafter be increased on part or all of the goods stored. The rates charged for such increased valuation are as set forth on the front side of this contract. The consumer-bailor acknowledges that he or she has been furnished with a pre-addressed request form to enable the consumer-bailor to request such increased valuation after the date of the signing of this contract. This pre-addressed request form must be received by the company within ten (10) days after the consumer-bailor's household goods have been deposited with the company for storage in order to increase the liability of the company for loss or damage to the consumer-bailor's goods.

Specific Classification.

4. No carrier or storage warehouse operator hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in its published classifications, rate schedules, or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Address of Depositor.

5. It is agreed that the address of the depositor is given below and shall be relied upon by the Company for all purposes 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 shall not be valid or binding against the Company if given or acknowledged in any other manner.

Warehouseman's Lien.

6. It is agreed that the Company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due will be sold at public auction to pay said accrued charges and expenses of the sale, after due notice to the Depositor, and publication of the time and place of said sale, according to the applicable provisions of the Uniform Commercial Code.

Lien for Monies Advanced.

7. (b) The Company shall have a further lien for all monies advanced to any third parties for account of the depositor.

Interest.

8. (c) Accounts are due and payable in advance. Interest will be charged on all accounts unpaid for a period of three months after they become due. All charges must be paid in cash, money order, or certified check before the delivery or transfer of goods deposited under this contract and no transfer will be recognized unless entered on the books of the Company. The Customer will pay to the Company all costs and expenses including attorneys fees which are incurred in attempting to collect from the customer and all outstanding charges by reason of non payment when due. Said attorneys fees to be computed at 20% of amount due when claim is turned over to attorneys for collection. A credit service charge of 1-12% per month is payable on past due amounts. Surcharge is equal to an ANNUAL INTEREST CHARGE OF 18%.

Labor and Material in Access.

9. Company will charge for labor and material supplied on all access to goods in the warehouse.

Services Not Included in "Packing Charges."

10. Packing services and 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 therefor.

Claims and Actions Against Company.

11. 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 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.

Modification of Agreement

12. This contract represents the entire agreement of the parties hereto, and is made with the agreement as to the rates and conditions as enumerated above, and apply to all services rendered by the Company for the Depositor and only an officer of the Company has power to modify the conditions of this contract, and then only in writing. The Company shall not be bound by any promise or representation at any time made, unless made in writing and signed by an officer of the Company.

Negligence of Company.

13. The responsibility of the Company is limited to its own negligence and no liability of any kind shall attach to this Company for any damage caused to goods by moths, other insects, vermin, rust, fire, water, changes of temperature, fumigation or deterioration.

Delivery to Depositor.

14. Any part or all of said goods and chattels to be delivered to said depositor only upon receipt of written order, or return of warehouse receipt at the option of the Company, with delivery instructions, signed by the depositor.

Damage Resulting From Causes Beyond Company's Control.

15. This contract is accepted subject to delays or damage caused by war, insurrection, labor troubles, strikes, riots, Acts of God or the public enemy, the elements, street traffic, elevator service or other causes beyond the control of the Company.

Further Services.

16. The above numbered conditions shall apply to further services for the account of the depositor, including Storage, Packing, Transportation or Shipment.

Plain English Law.

17. The terms and conditions of this contract have been prepared by legal counsel for the Licensed Warehouse Association, Inc. and have been prepared in compliance with the "Plain English Law" of the State of New York.

Separability.

18. If any provision or provisions of this contract should be declared or found to be invalid or unenforceable by a competent authority, the remaining provisions of this agreement shall still be in full force and effect.

BUSINESS ADDRESS AND TELEPHONE NUMBER:

19. THE BUSINESS ADDRESS AND TELEPHONE NUMBER TO BE USED BY THE CONSUMER-BAILOR IN MAKING INQUIRIES CONCERNING THIS TRANSACTION AND THE STORAGE OF HIS OR HER HOUSEHOLD GOODS ARE LISTED IN THE HEADING ON THE FRONT SIDE OF THIS CONTRACT.

Inventory.

20. The inventory of the consumer-bailor's household goods which has been furnished to the consumer-bailor is a part of this contract. The consumer-bailor should review the condition noted on this inventory for each of the household goods listed thereon before these goods are picked up for storage to make sure that a proper description of the condition of each of the goods has been entered on the inventory. Before signing this storage contract the consumer-bailor should note on the inventory by item number any exception he or she may have as to the condition descriptions listed by the company. Any exception which the consumer-bailor has should be expressed as follows.

The column marked "consumer notation" on the inventory should be marked with an "X" next to the item as to which the consumer-bailor disputes the description. The consumer-bailor should then circle the particular notation made by the company's representative which the consumer-bailor disputes.