

# Storage Agreement

**Groves Moving & Storage Company**  
**2404 Wilson Road, Harlingen, Texas 78552**  
**956-423-1000 \* 956-423-4328 Fax**

**Groves Moving & Storage Company** is hereby authorized by the undersigned Depositor to receive, store and deliver goods for said Depositor subject to the terms and conditions evidenced on the front and back of this agreement and any attachments thereto.

**Rates** - The rates of Groves Moving & Storage Co. (The Warehouseman) are based upon the declared value (regardless of the actual known value) and the weight or the volume of the goods to be stored. Rates may be changed by The Warehouseman by issuing notice to Depositor not less than thirty days in advance of such rate change.

**Declared Value** - The lowest available storage rate is based upon a declared value not to exceed 60¢ per pound of weight per article, which shall be the value for all purposes herein. Whether or not Depositor opts to purchase valuation coverage or third party insurance, in no event shall the liability of The Warehouseman for loss or damage however caused exceed 60¢ per pound of weight per article. The Warehouseman shall be released and held harmless by Depositor for any and all loss or damage due to causes other than those resulting from the negligence of The Warehouseman and/or its employees.

**Increased Coverage** - Notwithstanding the above agreed limitation of the liability of The Warehouseman, Depositor may order The Warehouseman to purchase all-risk insurance from an independent third party insurance provider on Depositor's behalf or to provide increased valuation coverage against mover error or omission. Depositor may opt for actual cash (depreciated) value or replacement value to cover the goods tendered for storage.

**Valuation Coverage** - VALUATION IS NOT ALL-RISK INSURANCE COVERAGE. Depositor may order The Warehouseman to provide depository coverage against loss and/or damage occasioned by the error or omission of its employees in an amount more than 60¢ per pound of weight per article. The Depositor must declare a value and deductible and agrees to pay an additional charge each month **or fraction thereof** at the rate indicated. Said charge may be increased by The Warehouseman as required to offset increased rates by issuing notice to Depositor not less than thirty days in advance. Depositor affirms he has been advised of, understands and agrees to the terms, conditions, limitations and exclusions of said coverage (see page 2) and those terms shall govern this transaction.

**Insurance Coverage** - Depositor may order The Warehouseman to purchase depository insurance on Depositor's behalf from an independent third party insurance provider. The Depositor must declare a value and deductible and agrees to pay an additional charge each month **or fraction thereof** at the rate indicated. Said charge may be increased as required to offset increased rates by issuing notice to Depositor not less than thirty days in advance. In the event of a dispute between Depositor and the insurance provider, The Warehouseman and its agents shall be held harmless by Depositor for any liability above and beyond the previously stated limit of 60¢ per pound of weight per article. If insurance is purchased, a certificate of insurance shall be given to the depositor or forwarded to the Depositor's address on file with The Warehouseman upon receipt of said goods into storage.

\_\_\_\_ Increased Valuation **OR** \_\_\_\_ Insurance: Cert # \_\_\_\_\_ Premium/Mo: \$ \_\_\_\_\_  
 (Initial) (Initial)

\_\_\_\_ Replacement Value \$ \_\_\_\_\_ **OR** \_\_\_\_ Cash Value \$ \_\_\_\_\_ \$ \_\_\_\_\_ Deductible  
 (Initial) (Initial)

\_\_\_\_ I hereby waive coverage and limit The Warehouseman's liability for loss or damage occasioned by the error or omission of  
 (Initial) his workmen not to exceed 60¢ per pound of weight per article.

**Order for Periodic Treatment Service** - In order to preserve my goods being stored long-term, I hereby order The Warehouseman to stage and treat my furniture items as noted below. In requesting this service, I expressly agree the Warehouseman shall not incur any additional liability beyond the limits specified in the paragraph herein designated **Liability of The Warehouseman**

\_\_\_\_ I hereby order The Warehouseman to treat my furniture every \_\_\_\_ months and my leather upholstery every \_\_\_\_ months  
 (Initial)

for a fee of \$ \_\_\_\_\_ per occasion for the furniture and \$ \_\_\_\_\_ per occasion for leather upholstery.

**Conversion from Storage in Transit** - In consideration of the terms of The Warehouseman's liability in the conversion of my shipment from its status as tariff regulated Storage In Transit to Permanent Storage governed by the terms of this contract, I hereby:

\_\_\_\_ I order The Warehouseman to restage, repack and re-inventory my shipment for a cost of \_\_\_\_\_  
 (Initial)

\_\_\_\_ I waive restaging and repacking and hold The Warehouseman harmless for all 3<sup>rd</sup> party damages  
 (Initial)

Name of Depositor \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dated this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ Depositor **X** \_\_\_\_\_

## ***Storage Agreement*** (BACK) **Terms and Conditions**

**Depositor Representation** - The undersigned Depositor represents that he is lawfully possessed of these goods to be stored and/or has the authority to store or ship this property, and agrees to the amounts, rates, terms, conditions, limitations and exclusions set forth, all attachments to this document and any certificates of insurance which may apply. If these goods are mortgaged, depositor shall supply a list of persons having an interest in the goods. The list shall become part of this agreement.

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**Payment of Charges** - Storage bills are payable monthly in advance for each month's storage or fraction thereof. Charges for labor, cartage and other services are payable upon completion of the work. Late charges at the rate of 1.5% per month (18% per annum compounded monthly) shall accrue on all overdue accounts. If Depositor's account becomes delinquent, any valuation provided or depository insurance purchased by The Warehouseman on behalf of Depositor may be cancelled for non-payment, providing notice is issued to Depositor not less than 30 days prior to such cancellation. Depositor will pay all reasonable attorneys' fees incurred by The Warehouseman in collecting delinquent accounts.

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**Liability of The Warehouseman** - The Warehouseman will provide a reasonably clean and sheltered storage environment. Subject to the agreed limits of liability, The Warehouseman shall be liable for loss or damage to the goods caused by its failure to exercise such care in regard to them as a reasonably careful owner of similar goods would exercise. Unless specifically ordered herein and a separate fee levied there for, The Warehouseman shall not be responsible for special or extraordinary servicing or treatment of goods requiring periodic service or treatment for their preservation or maintenance. Under no circumstance shall The Warehouseman be responsible for any loss or damage by fire, flood, insects, rodents, rust, mold, leakage of contents, heat, normal wear and tear, inherent vice, acts of God, strikes, war, riot or civil commotions, or deterioration due to time; nor for loss or damage to fragile articles not packed or fragile articles packed by the owner or by workmen other than employees of The Warehouseman. The Warehouseman shall not be liable for loss or damage to the interior contents of any container or article of furniture unless such contents are made known, assigned a specific value, especially inventoried and duly receipted.

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**Change of Address** - Notice of change of address must be given to and acknowledge by The Warehouseman in writing.

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**Transfer or Withdrawal of Goods** - The warehouse receipt is not negotiable and shall be produced and all charges on the account must be paid before delivery to the Depositor or transfer of goods to another person. No such transfer of account or of such goods to another person shall be effective until The Warehouseman has been duly notified thereof in writing, the old receipt(s) returned to The Warehouseman and new receipt(s) issued by The Warehouseman.

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**Pickup For, Access To and Delivery From Storage** - Where The Warehouseman is directed to load or deliver property to or from a place at which the Depositor or his agent are not present to affirm the inventory, the property shall be loaded or delivered at the risk of the Depositor and The Warehouseman will be held harmless for any error or misinterpretation of Depositor's instructions. A signed order from the person in whose name the receipt is issued is required to enable others to release, receive, remove or access the goods. A labor charge shall be assessed to retrieve, stage and re-stow the stored goods each time they are accessed.

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**Building Security** - The Warehouseman does not represent or warrant that its building(s) cannot be destroyed by fire or that the contents of said building(s) or the property within cannot be destroyed by fire. The Warehouseman shall not be required to maintain a watchman or sprinkler system and its failure to do so shall not constitute negligence.

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**Claims or Errors** - Claims for non-delivery, damage or breakage must be made in writing within thirty (30) days from delivery of goods stored or they are waived. Claims for non-delivery or obvious damage of any article or articles must be documented by notations of such shortage or damage on delivery inventory forms or other delivery document(s) at the time of delivery. Claims for concealed damages must be made within the thirty (30) day time limit for written claim. Failure to return the warehouse delivery receipt for correction within ninety (90) days after receipt thereof by Depositor will be conclusive that it is correct and delivery will be made only in accordance therewith.

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**Future Service** - This Contract shall extend and apply to future services rendered to the Depositor by The Warehouseman and to any additional goods deposited with The Warehouseman by Depositor.

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**Warehouseman's Lien** - The Warehouseman reserves a lien for all advances made by The Warehouseman and for all charges hereinafter incurred by Depositor, and may enforce this lien in accordance with the provisions of applicable law. Until depositor pays all charges due and removes his goods from storage, depositor hereby grants The Warehouseman a lien on said goods as is described in Section 7.210, Title 1, of the Texas Business & Commerce Code.

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**Termination of Storage** - The Warehouseman reserves the right to terminate the storage of the goods at any time by giving Depositor thirty (30) days written notice of its intention to do so, and, unless the Depositor removes such goods within that period, The Warehouseman is hereby empowered to have the same removed at the cost and expense of Depositor, or The Warehouseman may sell such goods at auction in accordance with state law.

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**Complete Agreement** - This document and attachments contain the whole contract between The Warehouseman and Depositor (the parties). There are no other terms, warranties, representations or agreements of Depositor or Company not herein contained.

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**By my initials below, I hereby affirm I have read and agree to the terms and conditions above and any attachments hereto.**

Attachments: \_\_\_\_\_

Depositor Initials **X** \_\_\_\_\_