

**NON-NEGOTIABLE WAREHOUSE RECEIPT AND CONTRACT**

**Warehouse Receipt**

No. \_\_\_\_\_

**Received** for the account of \_\_\_\_\_ address is \_\_\_\_\_ (hereinafter called the Depositor) whose latest known \_\_\_\_\_

(hereinafter called the company) the goods described in the schedule below (contents and conditions of contents unknown) to be handled on a monthly storage in depository situated at \_\_\_\_\_

subject to the provisions, limitations, terms and conditions herein printed on the face and reverse hereof, all which are agreed and assented to by the Depositor for himself and his heirs; and to be delivered to said depositor upon payment of all charges.

STORAGE RATE-DECLARED VALUE  
 LIMITE OF COMPANY'S LIABILITIES

 **READ CAREFULLY**

The company's rates are based upon the value of the stored goods as declared herein the Depositor, regardless of actual known value, and upon the space occupied by the goods. the basic (or lowest available) rate is based upon a declared value and not to exceed **Sixty Cents per pound per article**, which shall be the value for all purposes and in no event shall the Company's liability, if any, for loss or damage, exceed such declared value. Actual weight of the goods shall govern if ascertained; if not the goods will be deemed to weigh seven pounds per cubic foot, which is average weight of household goods.

Date Receiving for Storage	_____	<b>EndDate</b>	_____
The Charges Against the Property Described in this receipt will be as follows Until Further Notice:			
Storage per month or fraction thereof	\$	_____	
Warehouse Labor	\$	_____	
Drayage	\$	_____	
Packing at Residence	\$	_____	
Wrapping & Preparing Storage	\$	_____	
Charges Advanced	\$	_____	
\$15,000.00 FVP (\$0 DED)	\$	_____	
Monthly Value @ .15	\$	_____	
	\$	_____	

The rates may be changed upon thirty days written notice to the depositor and will be charged upon the actual receipt by the company of written notice from the depositor increasing the declared valuation.

Should Depositor declare higher values than **Sixty Cents per pound per article**, such values must be declared by Depositor in writing by inserting the higher declared values opposite each article listed on the original Non-Negotiable Warehouse receipt and returning the same to the Company within fifteen (15) days of the date of the issue of such Receipt and Contract, for reissue with corrected values and recalculated rates or storage. In the latter event the rate is computed by taking the company's basic rate and adding thereto \_\_\_\_\_ per month for each \$100.00 valuation, or fraction thereof, specifically set forth. Until such return and reissue the declared value of \_\_\_\_\_ shall govern.

**DEPOSITOR'S DECLORATION OF VALUE** After having an opportunity to declare higher values and pay a higher rate, Depositor, for the purpose of this contract and irrespective of actual value, hereby declares the value of all goods stored, including contents of any container, and all goods hereafter stored for the Depositor's account, to be

*The depositor contracts and agrees, by the acceptance of this Receipt and contract, to all of the provisions, limitations, terms and conditions printed on the face and on the reverse side hereof.*

Date of Issue \_\_\_\_\_ By \_\_\_\_\_

ITEMS AS PER ATTACHED INVENTORY COPIES, FINAL AS OF **EndDate** \_\_\_\_\_.

NOTES\*\*\*  
 YOU HAVE DECLARED A VALUE OF \_\_\_\_\_ ON YOUR SHIPMENT. FOR THIS COVERAGE, THERE IS A CHARGE COMING INTO STORAGE, A CHARGE EACH MONTH WHILE IN STORAGE AND A CHARGE AT THE TIME YOUR GOODS ARE TRANSPORTED FROM THE WAREHOUSE TO YOU.

YOUR MONTHLY STORAGE CHARGES ARE DUE ON THE \_\_\_\_\_ OF EACH NEW STORAGE MONTH IN THE AMOUNT OF \$\_\_\_\_\_. IF WE DO NOT RECIEVE YOUR PAYMENT BY THE \_\_\_\_\_ WE WILL SEND YOU A FRIENDLY REMINDER THAT YOUR MONTHLY STORAGE CHARGES ARE DUE.

MONTHLY STORAGE: \$ \_\_\_\_\_  
 MONTHLY VALUATION: ( \_\_\_\_\_ ) \$ \_\_\_\_\_  
 TOTAL STORAGE CHARGES: \$ \_\_\_\_\_

**THIS IS AN INVENTORY AND DESCRIPTION OF THIS SHIPMENT AT ORIGIN AND DESTINATION. ALL CLAIMS FOR MISSING ITEMS AND EXTERIOR DAMAGE ARE TO BE SUPPORTED BY EXCEPTIONS NOTED ABOVE.**

<b>AT ORIGIN</b>	CONTRACTOR, CARRIER OR REPRESENTATIVE (DRIVER)	DATE	<b>AT DESTINATION</b>	CONTRACTOR, CARRIER OR REPRESENTATIVE (DRIVER)	DATE
	(SIGNATURE)	TIME		(SIGNATURE)	TIME
	OWNER OR AUTHORIZED AGENT	DATE		OWNER OR AUTHORIZED AGENT	DATE
	(SIGNATURE)	TIME		(SIGNATURE)	TIME

**READ THIS RECEIPT AND CONTRACT  
PROVISIONS, LIMITATIONS, TERMS AND CONDITIONS OF CONTRACT**

1. OWNERSHIP OF GOODS : Depositor has represented to the Company that the Depositor has the lawful possession of and legal right and authority to store all of the property herein described, in accordance with the provisions, limitations, terms and conditions herein set forth; and there be any litigation concerning the property, the depositor agrees to pay all attorney's fees, which this Company may reasonably incur or become liable to pay in connection therewith. This Company shall have a lien on said property for all storage and other Charges and for such costs and expenses.

2. TERMS OF PAYMENT : Payments for storage and other charges are due and payable upon the date of this receipt and on the same date each succeeding month thereafter, and where goods are allowed to remain in storage for a fraction of a month, a full month's storage will be charged. An interest charge, at the legal rate of interest in this state, charged monthly will be made on freight or other charges advanced by the Company. A like interest charge will be assessed on the entire unpaid balance of the account if storage charges remain unpaid.

3. ADDITIONS TO STORAGE LOT: Any additional good hereafter delivered by the Depositor to the Company for storage as a part of this lot while this receipt is outstanding shall be subject to terms, limitations and conditions hereof.

4. CORRECTIONS OF ERRORS : Unless notice is given writing to the Company within fifteen (15) days after either the mailing of this receipt to the Depositor or the delivery of this receipt personally to the Depositor, this receipt and contract will be deemed to be correct, complete and the terms and conditions accepted.

5. LIABILITY OF COMPANY : (a) It is agreed that said property be moved, packed, stored, or otherwise handled at customer's risk with respect to damage, loss, or delay caused by extremes of temperature, dampness of atmosphere, fire, acts of God or the public enemy, war, insurrection, strikes, labor troubles, riots, earthquake, nature of property or defect or inherent vice therein, deterioration of time, moths termites, vermin, rodents, leakage and heat. The Company shall not be liable for damage or injury to pianos, radios, televisions, clocks, refrigerators, stereo equipment, or other instruments of appliances in respect to the mechanical function thereof, whether or not such articles are packed, unpacked, or stored by employees of the company or by others. The Company shall not be chargeable with the knowledge of the contents of the container's or containers within.

(b)The company shall not be liable for injury or damage to fragile articles (articles susceptible to breakage or crushing) that are not both packed and unpacked by its employees.

(c) The Company shall be liable only for its failure to use ordinary care and then only upon the basis of Depositor's declared valuation of the goods. The burden of providing negligence or failure to use the care required by law shall be upon the Depositor.

6. SERVICES TO STORED GOODS : Services required of this Company are limited to storage, packing, moving and shipping, and the company does not accept responsibility in respect to additional attention or service. Should the Company, however, in its sole discretion, determine that moth treating, fumigating, or otherwise treating or handling all or a portion of the goods stored here under is necessary for the protection of the goods, or of other Depositor's goods stored or protection from the elements.

7. FULL VALUE PROTECTION OR INSURANCE : Goods are not insured by the Company. If insurance or Full Value Protection is desired the Depositor must make a written request, specify the kind of coverage desired and pay the premiums or any additional charges thereon. If the amount of coverage desired and ordered is less than the true value of the property, the Depositor becomes a co-insurer or a co-holder of Full Value Protection. Where the value of any one article exceeds \$500.00, a specific mention must be made thereof.

8. BUILDING - WATCHMAN : No warranty or representation is made that any of the Company's depositories are fireproof or that the goods stored therein cannot be destroyed by fire. The Company shall not be required to maintain a watchman.

9. DELIVERY AND ACCESS TO GOODS : The goods deposited here-under will be ready for delivery or access during regular working days, upon reasonable notice from the depositor or any other specified person on his or her behalf on presentation of written authority executed by said Depositor and providing that all storage and other charges owing to the Company are paid in full. No transfer of this receipt will be recognized unless all charges are paid and said transfer is entered on the books of the Company and a charge paid therefor. A warehouse labor charge will be made for placing goods in storage and for removing to platform for delivery. An additional charge will be made for all access to or part delivery of goods.

10. CHANGE OF ADDRESS : Notice of any change of address of the Depositor must be given by the depositor to the Company, in writing and acknowledged in writing by the Company on the following monthly statement and no notice of any change of address shall be valid or binding against the Company, if given in any other manner, and it is hereby expressly understood and agreed that all notices of any nature to the Depositor shall be sent to the latest known address as shown on the face of this warehouse receipt until such written notice of change is received by said Company, and acknowledged by it in writing on the following monthly statement.

11. WAREHOUSEMAN'S LIEN : This Company shall have a lien upon any and all property deposited with it by Depositor, or on the proceeds thereof in its hand, for all lawful charges for storage and preservation of interest, transportation, labor, wrapping, weighing, cooperating and all other charges and expenses in relation to such property, or any part hereof; and also for all reasonable charges and expenses for notice and advertisement of sale and for sale of the property where default has been made in satisfying this Company's lien. This lien may be enforced by the Company at any time either by public or private sale of the goods with or without a judicial hearing.

12. TIME FOR FILING CLAIMS-ARBITRATION : (a) The Company shall not be liable for the loss, destruction, or damage to the goods or any part thereof unless a claim in writing therefor is presented to the Company within nine (9) months after delivery of the goods or refusal of demand thereof or within thirty (30) days after written notice of the loss or damage to the goods is mailed to the Depositor at the last known address.

(b) Any dispute or claim arising out of or for the breach of this agreement or in connection with the property stored hereunder, whether founded in tort or contract, shall be settled by arbitration under Arbitration Association, provided, however, that upon any such arbitration, the arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared or agreed valuation of the goods and the limitation of liability of the Company. The award may be entered as a judgment as a judgment of a court record in the county where the award is made. The Depositor and the Company shall share equally the cost of arbitration. Court cost shall be borne by the losing party.