

MASTER MOVERS and STORAGE

Office: 250 Edward Street, Gravenhurst, Ontario P1P 1K8 - www.mastermovers.ca

Gravenhurst Storage Locations: 171 Gillan Drive - 665 Musquash Road - 141 Main Street – 1019 Crawford Road
1-705-687-6550 Fax 1-705-687-7169 TOLL FREE 1-877-687-6550 email: muskokamovers@gmail.com

STORAGE AGREEMENT and WAREHOUSE RECEIPT

Goods moving into or out of Master Movers and Storage facilities must be handled by Master Movers and Storage staff. A fee will be charged for customer access to stored goods. The amount of storage coverage is determined by customer selection of Option One or Two on the *Contract of Carriage and/or Storage*. Physical loss of or damage to property described in this *Storage Agreement and Warehouse Receipt* is covered, except as excluded in the *Contract of Carriage and/or Storage* and excluded in Article 2 of the Terms and Conditions, below.

The Customer should discuss insurance protection with their insurance company.

Choose Option ONE or TWO (same as on original *Contract of Carriage and/or Storage*).

<p>Option One: Declared Value Protection I will pay a valuation fee. I agree that carrier liability during moving and/or storage shall be limited to the declared value of the shipment. There will be a \$250.00 deductible fee for any claim. Coverage is for the depreciated value of any lost or damaged item, up to \$10 per pound, per item.</p> <p>I must declare a value of at least \$50,000 for a full truck load, \$25,000 for a half truck load, and \$12,500 for a quarter load or less. Declared Value Protection for moving costs \$3.00 per \$1,000.00 of declared value. Declared Value Protection for storage costs an additional \$1.00 per month for each \$1,000.00 of declared value.</p> <p style="text-align: right;">Declared Value of Shipment: \$ _____</p> <p style="text-align: center;">x \$1 per \$1,000 = Monthly Declared Value Protection Fee for Storage _____</p> <p>Master Movers: _____ Customer Signature: _____</p>
<p>Option Two: Basic Coverage. No fee. I agree that the maximum Carrier liability for loss or damage during moving and/or storage is 60 cents per pound per article to a maximum of \$50 per article or carton.</p> <p>Master Movers: _____ Customer Signature: _____</p>

171 Gillan Drive	141 Main Street	1019 Crawford Road	665 Musquash Road
UNIT #	UNIT #	UNIT #	UNIT #
Description of property stored:			Square Feet Occupied:
Customer Name(s):			Monthly Storage Fee: _____
Driver's Licence # (s):			Declared Value Fee : _____
Billing Address:			H.S.T. _____
City	Postal Code	Phone	Monthly Total: _____

Alternate Contact Person(s): We require the name and information of an alternate contact person to assist us in locating you if we cannot reach you at your address of record. This is for our benefit only, and does not obligate us to try to contact the alternate person(s) if we are able to contact you.

Alternate Contact Name(s):			
Billing Address:			
City	Province	Postal Code	FAX
Phone	Email		

Initial Term:

The initial term of this Agreement shall begin on _____ and shall end on the last day of that same month.

Automatic Renewal:

At the end of the initial term, the term shall become a month-to-month lease, and shall be extended automatically until terminated in accordance with this Agreement, unless:
 (i) you instruct us to terminate the Agreement in compliance with Section 9 of the Terms and Conditions, or (ii) we unilaterally terminate this Agreement for one of the reasons expressed within the Terms and Conditions.

NOTE THAT THERE IS AN ABSOLUTE MINIMUM RENTAL PERIOD OF ONE MONTH.

Fees: As payment for the use of each Unit(s), you shall pay the initial term's STORAGE FEE plus DECLARED VALUE FEE (if applicable) plus H.S.T. per Unit in advance, on the first day of this Agreement by cheque or credit card.

You shall pay further MONTHLY STORAGE FEES plus DECLARED VALUE FEES (if applicable) plus H.S.T. per Unit on the first day of each monthly period, without notice, demand, deduction or offset. While this Agreement remains in effect from time to time, you may also be required to pay certain additional fees and charges to us, as set forth in Section 8 of the Terms and Conditions.

Method of Payment: Payment may be made by credit card or post-dated cheques. If paying by credit card, please complete the attached **CREDIT CARD BILLING AUTHORIZATION FORM.**

If paying by post-dated cheques, please attach TWELVE CHEQUES and complete the fields below:

Name of Financial Institution:			
Address of Financial Institution :			
City	Province	Postal Code	Phone
5 digit Transit No.	Name(s) of Account Holder(s):		
Bank Account No.			

You hereby certify that the person or persons signing below is/are the only person(s) whose signature(s) is/are required in order to issue cheques drawn on the chequing account listed above. You agree to provide us with twelve post-dated cheques to cover Monthly Fees, in advance of their respective due dates. Master Movers and Storage will issue invoices to you to cover any Additional Charges payable by you pursuant to this Agreement. Upon termination of the agreement, we will return all unused cheques to you.

Signature of Account Holder: _____

Signature of Joint Account Holder (if any): _____

Third Party Interests (if any):

To the best of your knowledge, no other person(s), company or entity claims ownership over any of the goods to be stored in the Unit(s), or holds any liens, charges, mortgages or other security interests over any of the goods to be stored in the Unit(s), except as listed below:

Name of Interested Parties	Addresses	Phone Number(s)

Please read the terms and conditions of this Storage Agreement and sign the acknowledgement.

Terms and Conditions:

In consideration of the fees and charges herein set forth and subject to the terms and conditions contained herein and hereto, Master Movers and Storage agrees to permit the Customer to use space for the storage of personal property and chattels.

The Customer agrees and acknowledges that:

1. **AGREEMENT:** This *Storage Agreement and Warehouse Receipt* and the original *Contract of Carriage and/or Storage* represent the entire agreement between the Customer and Master Movers and cannot be modified except in writing and shall be deemed to apply to all the property and chattels of any nature or description stored now or in the future at the premises of Master Movers located at Gillan Drive, or 665 Musquash Road, or 141 Main Street, or 1019 Crawford Road, in Gravenhurst, Ontario or at other locations of Master Movers and Storage.
2. **EXCLUSIONS TO COVERAGE:** Coverage does NOT apply to any liability for loss or damage:
 - a. To property for which no warehouse receipt has been issued;
 - b. To money, "cash cards", bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidences of debt or title, jewels, jewelry, watches, pearls, precious and semi-precious stones, gold, silver, furs, garments trimmed with fur;
 - c. To growing plants, animals, fish or birds;
 - d. To "fine arts". "Fine arts" means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marble items, bronze items, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass or bric-a-brac) or other articles of rarity, historical value, or artistic merit;
 - e. By delay, loss of market or loss of use of occupancy;
 - f. By dampness or dryness of atmosphere, changes in temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, contamination, marring, scratching, rust or corrosion, exposure to light, change in flavor or colour or texture or finish, scratching or crushing but this

exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded under this form;

- g. By seepage, leakage or influx of water derived from natural sources through walls, doors, windows, or other opening therein, foundations, or sidewalks, unless concurrently and directly caused by a peril not otherwise excluded under this form;
 - h. By the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded under this form;
 - i. By earthquake;
 - j. By flood;
 - k. By rodents, insects or vermin but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded under this form;
 - l. By unauthorized instructions to transfer property to any person or to any place;
 - m. By parting with any property by Master Movers and Storage if induced to do so by any fraudulent scheme, trick, device or false pretence;
 - n. By wear and tear or gradual deterioration, provided, however, to the extent otherwise insured and not otherwise excluded under this form, resultant damage to property is insured;
 - o. Caused by or resulting from forged warehouse receipts;
 - p. Caused by or resulting from cancellation, suspension, or lapse of any lease, contract or order;
 - q. Caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine;
 - r. Missing property where the only proof of loss is unexplained or mysterious disappearance of property discovered in taking inventory, or any other instance where there is no physical evidence to show what happened to the insured property;
 - s. Loss caused by processing of or work upon the insured property including packaging or repackaging;
3. It is the responsibility of the Customer to procure and maintain insurance for the stored property and chattels. The Customer specifically accepts the obligation to obtain any required insurance and assumes the risk of either not obtaining such insurance or for not being able to collect under any policy for any reason.
 4. **ADDRESS AND PHONE NUMBER:** The address and phone number of the Customer(s) are as given in this contract and shall be relied upon by Master Movers and Storage as correct until notification of change is given in writing to Master Movers and Storage. It is the responsibility of the Customer to report, in writing to Master Movers and Storage, any change of address or phone number contained in this agreement within ten days of any such change.
 5. **ACCEPTANCE OF SPACE:** The Customer has determined that the storage space is satisfactory for the Customer's purposes, and that the goods of more than one Customer may be placed within a storage space.
 6. **ACCESS:** Provided the account with Master Movers and Storage is paid in full and is not in default, the Customer has the right to access the storage space from time to time for the purpose of inspecting, removing or adding stored goods during such hours and pursuant to such general rules as may be reasonably determined by Master Movers. There will be a fee for this access, as it will be in the presence of Master Movers and Storage staff.
 7. **OWNERSHIP OF PROPERTY:** The Customer has represented and warranted to Master Movers and Storage that he or she is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, upon provisions, limitations, terms and conditions herein set forth and that there are no existing liens, mortgages or encumbrances on said property. If there be any litigation as a result of the breach of this clause the Customer agrees to pay all charges that may be due together with such costs and expenses including attorneys fees which Master Movers and Storage may reasonably incur or become liable to pay in connection therewith and Master Movers and Storage shall have a lien on said property for all charges that may be due them as well as for such costs and expenses.
 8. **CUSTOMER ASSUMES RISK:** Master Movers and Storage is in no way or under any circumstances responsible for personal injury derived from any cause, including acts, omissions or other defaults whatsoever, whether negligent or not, of Master Movers and Storage, its employees, agents, customers or invitees.
 9. Master Movers and Storage has made no representations or warranties, expressed or implied, of any nature whatsoever in connection with the condition of the storage premises and shall not be liable for any patent or latent defects therein.

10. The Customer will not store, or cause to be stored, any food products or any other items that might attract pests (including but not limited to spices, flour, sugar, condiments, pasta), nor flammable or explosive items (including but not limited to propane tanks, gasoline, oil, chemicals, guns, weapons, ammunition), nor any items prohibited by law. Failure to comply with this condition will result in the Customer being liable for damages that such failure may cause to the contents of other Customers and to the premises of Master Movers and Storage.
11. Master Movers and Storage 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 deemed to be "abandoned or unclaimed property" and shall, at the discretion of Master Movers, be liquidated or sold at public auction or any other method determined by Master Movers and Storage, 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 law. All collection and attorney fees are to be paid by the delinquent customer. Master Movers shall have a further lien for all monies advanced to any third parties for account of the depositor.

I(WE) HAVE READ, UNDERSTOOD AND AGREE TO THE FOREGOING TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT.

Signature of Customer _____

Date _____

Master Movers and Storage _____

Date _____