

It is hereby agreed that the document constitutes the whole contract between parties and that there are no other terms, warranties, representations or agreements of either depositor or Coast Machinery Movers not herein contained.

OWNERSHIP OF GOODS – Sec. 1

The Depositor has represented to the company that the Depositor has the lawful possession 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 if there be any litigation concerning the property, the Depositor agrees to pay all storage and other charges together with costs and expenses, including attorney's fees, which this company may reasonably incur or become liable to in connection therewith. This company shall have a lien on said property for all storage and other charges and for such costs and expenses.

STORAGE PERIOD AND CHARGES – Sec. 2

- (a) Storage charges begin when Warehouse accepts care, custody and control of the Goods.
- (b) Billing proration will be included on first invoice which will include the next month's storage fees.
- (c) Charges are due and payable upon date of this receipt and on the same date each succeeding month thereafter. Interest will be charged at 1 ½% per month on the unpaid balance.
- (d) The handling charge covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door. Extra material and handling charges such as compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, taking and sending photos, may be subject to an extra fee.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS – Sec. 3

- (a) Instructions to transfer Goods on the books of the Warehouse are not effective until delivered to and accepted by Warehouse, and all charges up to the time transfer is made are chargeable to the Depositor.
- (b) The Warehouse may, upon written notice of not less than 30 days to the Depositor and any other person known by the Warehouse to claim an interest in the Goods, require the removal of any Goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, the Warehouse may sell them in accordance with applicable law. Also, such notice may be given if Warehouse believes in good faith that the Goods are about ready to deteriorate or decline in value to less than the amount of the warehouse lien
- (d) If as a result of a quality or condition of the Goods of which the Warehouse had no notice at the time of deposit the Goods are a hazard to other property or to the Facility or to persons, the Warehouse may dispose of in accordance with applicable law.

BUILDING-FIRE-WATCHMAN – Sec. 4

- (a) 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.
- (b) The Warehouse shall not be liable for any demurrage or detention, any delays in unloading inbound trailers or other containers, or any delays in obtaining and loading trailers or other containers for outbound shipment unless Warehouse has failed to exercise reasonable care.

DELIVERY REQUIREMENTS – Sec. 5

The goods deposited hereunder will be ready for delivery on a 48 hour notice, to the Depositor or to 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. The company is authorized to act for the Depositor in arranging for delivery or shipment of the goods from storage, based on the declared value as provided by for by the carrier's tariff. The company will not be responsible for delays in delivery caused by acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond the Warehouse's control.

LIABILITY AND LIMITATION OF DAMAGES – Sec. 6

THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO \$1.00 PER Square Foot, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER.

NOTICE OF CLAIM AND FILING OF SUIT – Sec. 7

Claims by the Depositor and all other persons must be presented in writing to the Warehouse within a reasonable time, and in no event any later than the earlier of: (a) 90 days after delivery of the Goods by the Warehouse or (b) 90 days after Depositor is notified by the Warehouse that loss or damage to part or all of the Goods has occurred.

LIEN – Sec. 8

Warehouse shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due or any part thereof and also for all reasonable charges and expenses for notice and advertisement of sale and sale of the property where default has been made, also for all costs including court costs and reasonable attorney's fees in collecting charges or enforcing this lien or defending itself in the event the company is made party to any litigation concerning the goods stored hereunder or in filing any actions in interpleaded for the determination of ownership of the property deposited with the company. Goods upon which charges remain unpaid for three (3) months may at any time thereafter be sold as provided by law, if in the opinion of the company such action is necessary to protect accrued charges. Warehouse reserves the right to require advance payment of all charges prior to shipment of Goods.

DOCUMENTS OF TITLE - Sec. 9

Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

GOVERNING LAW AND JURISDICTION – Sec. 10

This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of California, including Article 7 of the Uniform Commercial Code as ratified in California. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Contract shall be brought only in the California or federal court in California.