



C.J. SHAUGHNESSY CRANE SERVICE, INC.

YARD/WAREHOUSE STORAGE AGREEMENT

DATE _____ RECEIPT # _____ JOB/P.O# _____

CUSTOMER/DEPOSITOR NAME _____ CUSTOMER JOB # _____

ADDRESS _____

CITY & STATE _____

CUSTOMER/DEPOSITOR CONTACT CELL PHONE _____ EMAIL _____

1. Depositor has delivered to C.J. SHAUGHNESSY CRANE SERVICE, INC., (" Company ") the goods described below to be stored on a monthly storage basis at 500 Bodwell Street Ext, Avon, MA 02322 subject to the provisions, limitations, terms, and conditions herein and on the reverse hereof, all of which are agreed and accepted to by the Depositor. Goods to be delivered to Depositor only upon payment of all charges, costs, expenses.

2. Description of goods to be stored: _____

3. The Company's rates are based upon the value of the stored goods as declared herein by the Depositor, regardless of actual known value, and upon the space occupied by the goods. The storage per month or fraction thereof is \$ _____.

4. DEPOSITOR'S DECLARATION 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 acknowledges and agrees, by the signature on this Receipt to all of the provisions, limitations, terms, and conditions on this page and on the reverse side hereof.

THE INDIVIDUAL SIGNING THIS AGREEMENT HAS THE ACTUAL AUTHORITY TO SIGN THIS AGREEMENT. THIS AGREEMENT HAS TERMS AND CONDITIONS ON THIS PAGE AND ON THE REVERSE SIDE AND WHICH ARE UNDERSTOOD AND AGREED TO BY ALL PARTIES.

Date of Issue _____ By _____

Depositor's Authorized Signature

Printed Name

By _____

Company's Authorized Signature

Printed Name

TERMS AND CONDITIONS OF WAREHOUSE RECEIPT AND 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. If there is any claim, action or litigation concerning the goods or property, the Depositor agrees to pay all costs, attorneys' fees, which Company may incur or become liable to pay in connection therewith. Company shall have a lien on said property for all storage and other charges and for such costs and expenses.
- 2. NO LIABILITY OF COMPANY** – It is agreed that the goods to be moved, packed, stored, shipped, forwarded, or otherwise handled is at Depositor's risk with respect to damage, loss, or delay caused by extremes of temperature, dampness, fire, acts of God or the public enemy, war, strikes, labor troubles, riots, earthquake, nature of property or defect or inherent vice therein, deterioration by time, leakage and heat. The Company shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure by the Company to exercise such care in regard to them as a careful warehouseman would exercise under like circumstances. Depositor's goods will be stored outside, unless Depositor requests in writing, prior to depositing goods that goods are to be stored inside a building. Depositor is responsible for ensuring all goods are properly tarped, shrink-wrapped, or otherwise protected against all weather conditions. The Depositor declares that damages, if any will be limited to the amount indicated on the front side of this warehouse receipt less, any Company costs or expenses incurred with this agreement. The burden of proving on the Company any negligence or failure to use the care required by law shall be upon the Depositor. Company shall not be liable for the loss, destruction, or damage to the goods or any part thereof unless a claim in writing therefore is presented to the Company within 15 days after the delivery of the goods to Depositor.
- 3. DEFENSE, INDEMNITY, AND HOLD HARMLESS** - To the fullest extent permitted by law, Depositor agrees to indemnify, hold harmless and defend Company, its employees and agents, from all claims for death or injury to persons, including Company's employees, for all loss, damage or injury to property, including the goods, arising in any manner out of Depositor's work and/or goods. Depositor's duty to indemnify hereunder shall include costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Depositor shall not be required to indemnify, hold harmless, insure, or defend Company for Company's own negligence. However, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Depositor under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Depositor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the providing of such insurance for Company shall not operate to waive any of the above obligations. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Depositor under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Depositor's obligations hereunder shall further not be limited by the amount of its liability insurance, and the providing of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this agreement. If this paragraph is declared invalid, then all other paragraphs of this agreement shall stand. The Depositor's obligation to indemnify Company shall survive the termination of this agreement.
- 4. INSURANCE** – Goods are not insured by Company against loss, vandalism or injury however caused. Depositor hereby agrees The Depositor at its expense agrees to carry, maintain and provide the following insurance coverages prior to the good's or Depositor arrival: a) worker's compensation and employer's liability insurance applicable to Depositor's employees, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella non-contributory insurance in the amount of at least \$2,000,000; d) inland marine/all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the goods, from any and all causes of loss including, but not limited to, fire, theft, flood, explosion, accident, and acts of God; e) Company and anyone else who Company is required to name as an additional insured, are to be included as additional insureds on all liability insurance policies, including excess/umbrella policies on ISO endorsement forms CG 20 10 10 01 and CG 20 37 10 01. f) Depositor shall provide all insurance certificates and/or insurance policies to Company when requested; g) all of Company's policies and the policies of anyone Company is required to insure, are excess over all of Depositor's policies.
- 5. WAIVER OF SUBROGATION** - Depositor hereby agrees to waive any and all rights of subrogation and any and all lien rights which may accrue to it or its insurers. The Depositor understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this warehouse agreement.
- 7. BUILDING/WATCHMAN** – No warranty or representation is made that any of the Company's warehouses are fireproof or that the goods stored therein cannot be destroyed by fire. The Company shall not be required to maintain a watchman. Company shall not be liable for the loss, destruction, or damage to the goods or any part thereof.
- 8. DELIVERY AND ACCESS TO GOODS** – The Depositor may have access to the goods during regular working days, with advance notice and only if all storage and other charges owing to the Company are paid in full. Depositor shall hold harmless Company for all damages, injuries, loss, or death to Depositor's employees or goods, which may occur while Depositor's employees are on Company's property.
- 9. WAREHOUSMAN'S LIEN** – Company shall have a lien upon any and all goods and property deposited with it by Depositor for all lawful charges for storage and, transportation, labor, wrapping, weighing, and all other charges and expenses in relation to such property. 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.
- 10. ABANDONED PROPERTY** – If monthly rent is not paid within 30 days of the due date all goods and property being stored shall be deemed abandoned. Likewise, if property is not picked up or delivered within 30 days of the date so indicated, it shall be deemed abandoned. Company shall notify Depositor at its last known address of the contents of the goods, the charges due, Company's interest in the goods for unpaid rents and charges, and a demand for payment of charges due. If payment is not received within 14 days of the notice to Depositor, and Depositor makes no effort to retrieve goods, Company shall be authorized to sell the goods, in accordance with any and all applicable state laws, including requirements for advertising such sale, and shall be entitled to satisfy Company's lien from the proceeds of any sale.
- 11. TERMS OF PAYMENT** – Payments for storage and other charges are due and payable upon the date of this receipt and on the same date of 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, will be assessed on the entire unpaid balance of the account if storage charges remain unpaid.
- 12. AUTHORIZED SIGNATURE** - In the event this agreement has been executed on the reverse side by an individual on behalf of a corporation or other business entity, the person whose signature is affixed hereto and the company for which the individual has signed this agreement represent to Company that the individual signing has full authority to execute this agreement on behalf of said corporation or other business entity.