

**WARD NORTH AMERICAN**  
**17275 Green Mountain Road \* San Antonio, Texas 78247 \* 210-655-8623**

**WARD North American STORAGE CONTRACT:**

(Corporate Headquarters)

**ROGER WARD, INC. 17275 Green Mountain Road, San Antonio, TX 78247**

**WAREHOUSE SITE:**

**AUSTIN ~ GARLAND ~ HOUSTON ~ KILLEEN ~ SAN ANTONIO (CIRCLE ONE)**

**Full Name of Depositor:** \_\_\_\_\_ **Date of Contract:** \_\_\_\_\_

**Depositor Billing Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **Load Date:** \_\_\_\_\_ **Est. Cu. Ft.:** \_\_\_\_\_ **Est. Wt.:** \_\_\_\_\_

**GOODS TO BE STORED** at the warehouse facilities of Roger Ward North American ("Company"), at the following rates subject to the conditions hereinafter set forth based on a value of SIXTY cents (\$0.60) per pound per article unless a greater value is declared by the depositor.

**RATES:**

**Packing** \_\_\_\_\_ \$ \_\_\_\_\_

**Pickup to Storage:** \_\_\_\_\_ **Men &** \_\_\_\_\_ **Vans @ \$** \_\_\_\_\_ **Per Hour** \$ \_\_\_\_\_

- OR - \_\_\_\_\_ **Pounds @ \$** \_\_\_\_\_ **Per Hundred Pounds** \$ \_\_\_\_\_

**Warehouse Handling;** \_\_\_\_\_ **Pounds @ \$** \_\_\_\_\_ **Per Hundred Pounds** \$ \_\_\_\_\_

**Storage Charge; Monthly**  **/Daily** \_\_\_\_\_ **@ \$** \_\_\_\_\_ **Per Hundred Pounds** \$ \_\_\_\_\_

**Additional Services:** \_\_\_\_\_ \$ \_\_\_\_\_

**BASE STORAGE AND SERVICE RATES DO NOT INCLUDE INSURANCE COVERAGE**

Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation or handling of the goods **and the liability of the company for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited to 60¢ per pound per article**, upon which declared or agreed value the rates are based, the depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based thereon. **All additional valuations are Depreciated Value**

**Protection with selected \$ deductible.**

**INITIAL FOR SIXTY CENTS (\$0.60) PER POUND:** \_\_\_\_\_

-OR- \$1000 DEDUCTIBLE Increased Valuation of \$ \_\_\_\_\_ for \$ .06 Per \$100.00 per Month \$ \_\_\_\_\_

-OR- \$500 DEDUCTIBLE Increased Valuation of \$ \_\_\_\_\_ for \$ .12 Per \$100.00 per Month \$ \_\_\_\_\_

-OR- \$250 DEDUCTIBLE Increased Valuation of \$ \_\_\_\_\_ for \$ .15 Per \$100.00 per Month \$ \_\_\_\_\_

-OR- ZERO DEDUCTIBLE Increased Valuation of \$ \_\_\_\_\_ for \$ .17 Per \$100.00 per Month \$ \_\_\_\_\_

**SPECIAL REMARKS:** \_\_\_\_\_ **ESTIMATED TOTAL** \$ \_\_\_\_\_

**Depositors Permanent Mailing Address:** \_\_\_\_\_

[No liability for Company without address]

**Signature of Depositor (or Authorized Agent):** \_\_\_\_\_ **Accepted By:** \_\_\_\_\_

FOR (Roger Ward-San Antonio, Inc. dba) WARD NORTH AMERICAN

**IMPORTANT NOTICE – READ ALL TERMS AND CONDITIONS BEFORE SIGNING**

**TERMS & CONDITIONS.** The customer and the company agree to the following terms and conditions:

1. **OWNERSHIP OF PROPERTY:** The customer has represented and warranted to the company that he 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 customer agrees to pay all charges that may be due together with such costs and expenses including attorneys fees which this company may reasonably incur or become liable to pay in connection therewith and this company shall have a lien on said property for all charges that may be due them as well as for such cost and expenses.

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2. PAYMENT: (a) It is agreed that the company 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 sold at public auction 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. (b) The company shall have a further lien for all monies advanced to any third parties for account of the depositor. (c) Accounts are due and payable monthly in advance. Interest will be charged on all accounts unpaid for a period of one month after they become due. All charges must be paid in cash, money order, or certified check before the delivery or transfer of goods deposited under this contract and no transfer will be recognized unless entered on the books of company.

3. LIABILITY OF THE COMPANY: (a) the company when transporting to or from the warehouse for permanent storage acts as a private carrier only, reserving the right to refuse any order for transporting and in no event is a common carrier. (b) this contract is accepted subject to delays or damages caused by war, insurrection, labor troubles, strikes, Acts of God or the public enemy, riots, the elements, street traffic, elevator service or other causes beyond the control of the company. (c) The company is not responsible for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery. The company will not be responsible for mechanical or electrical functioning of any article such as but not limited to, pianos, radios, phonographs, television sets, clocks, barometers, mechanical refrigerators or air conditioners, computers or computer components or other instruments or appliances whether or not such articles are packed or unpacked by the company. (d) No liability of any kind shall attach to this company for any damage caused to the goods by inherent vice, moths, vermin, termites or other insects, rust, fire, water, changes of temperature, fumigation or deterioration. (e) Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation, cleaning or handling of the goods and the liability of the company for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited to **60¢ per pound per article**, or for the entire contents of **the entire storage lot does not exceed and is limited to \$2000.00**, upon which declared or agreed value the rates are based, the depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based thereon. (f) In no event shall the company be responsible for loss or damage to documents, stamps, securities, specie or jewelry or other articles of high and unusual value unless a special agreement in writing is made between the customer and the company with respect to such articles.

4. MINIMUM PERIOD FOR STORAGE: On storage accounts three months storage will be charged for any fraction of the first three months period. Thereafter one month's storage rate will be charged for thirty days or less.

5. TERMINATION OF STORAGE: The company reserves the right to terminate storage of the goods at any time by giving the depositor 30 days written notice of its intention to do so (in REV 3/16/16

accordance with the ADDRESS AND CHANGE terms hereinbelow) and unless the depositor removes such goods within that period the company is hereby empowered to have the same removed at the cost and expense of the depositor. And upon so doing the company shall be relieved of any liability with respect to such goods therefore or thereafter incurred.

6. ADDRESS AND CHANGE: It is agreed that the address of the depositor of goods for storage is as given on the front side of this contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the company and acknowledged in writing by the company and notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.

7. FILING OF CLAIM-NOTICE: (a) as a condition precedent to recovery, claim must be in writing, supported by a paid freight bill and filed with the company within sixty (60) days after delivery of the goods. No action may be maintained by the depositor against the company either by suit or arbitration to recover for claimed loss or damage, unless commenced within twelve (12) months next after the date of delivery by the company. (b) The company shall have the right to inspect and repair alleged damaged articles.

8. CORRECTION OF ERRORS: The depositor agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying the warehouse receipt and made a part thereof including any exceptions noted thereon as to the condition of the property when received for storage, the inventory list shall be deemed to be correct and complete.

9. ARBITRATION: Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected thereby, whether such claims be found in tort or contract shall be settled by arbitration law of the Company's **headquarters** State and under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the foregoing provisions.

10. AGREEMENT: The contract represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all the property whether household goods or goods of any other nature or description which the company may now or any time in the future store, pack, transport or ship for the owner's account.

11. GENERAL CONDITIONS: (a) If goods cannot be delivered in the ordinary way by stairs or elevator, the owner agrees to pay an additional charge for hoisting or lowering or other necessary labor to affect delivery. Customer shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the customer. Customer agrees to pay the hourly charge in this contract for waiting time caused by lack of sufficient elevator service. (b) Packing or moving charges do not include the taking down or putting up of curtains, mirrors, fixtures, pictures, electric or other fittings, or the relaying of floor coverings or similar services but if such services are ordered a charge will be made therefore.

12. TIME IS OF THE ESSENCE in all matters relating to this Agreement. The parties all agree that they are doing business in the Company's headquarters state.