

Lon Cohen Studio Rentals
STORAGE CONTRACT TERMS and CONDITIONS

1. OWNERSHIP OF GOODS: [REDACTED] hereafter known as the Depositor, has represented to Lon Cohen Studio Rentals hereafter known as 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 here in set forth. If litigation concerning the property arises, the Depositor agrees to pay all attorneys fees, which the company may reasonably incur or become liable to pay in connection therewith. The Company shall have a lien on said property. The Depositor is responsible for all Storage and Other Charges, such as but not limited to, costs and expenses pertinent to the maintenance, storage, and shop labor of storing said property.

2. TERMS OF PAYMENT: Payments for storage and other charges are due and payable upon the date of initiation of services under this contract and on the first of each succeeding month thereafter. If goods are allowed to remain in storage for a fraction of a month, a full months storage will be charged. Depositor is responsible for all freight, labor, cartages or other charges advanced by the Company. An 18% interest fee will be assessed on the entire unpaid balance of the account if storage charges remain unpaid for 45 days or greater. The Company reserves the right to take a financial lien out on the property, in the event on non-payment. *An Information and Payment Authorization Form, including complete credit card information, must be completed and kept current by the Depositor. The Company retains the right to charge the credit card on file for any storage fees greater than 30 days past due.*

3. STORAGE FEES: The monthly rate for storage is determined per square foot. Rates are subject to yearly cost of living increases at the discretion of the Company. The current storage rate for the property of this Depositor is: **\$XXX /month.**

4. TERMS OF LEASE: The term of the Lease will be on a month-to-month basis. Invoices are produced on the first of the month, and are billing for the month of the date the invoice was produced (i.e. May 1 = May Storage). All Storage invoicing is subject to Net 30 Terms.

5. ADDITIONS TO STORAGE LOT: Any additional goods delivered by or on behalf of the Depositor to the Company for storage, becomes subject to all terms of this contract and the property is considered as a part of this lot subject to the terms, limitations and conditions hereof. If Shop Labor or other charges are incurred upon property delivery, the Depositor is the responsible billing party.

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

7. LIABILITY OF COMPANY: (a) It is agreed that said property be moved, packed, stored, shipped, forwarded, or otherwise handled at customers risk with respect to damage, loss, or delays 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 of inherent vice therein, deterioration by time, moths, termites, vermin, rodents, leakage and heat. The Company Shall not be liable for damage or injury to equipment in respect to the mechanical functions 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 knowledge of the contents of containers or the conditions therein.

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

8. SERVICES TO STORED GOODS: Services required of this Company are limited to storage and moving, and the company does not accept responsibility in respect to additional attention or service. Any additional services requested of the Company by the Depositor or their agents will be performed at a minimum charge of \$50 per hour.

9. 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.

10. 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, water or fire prevention systems (such as fire sprinklers). The Company shall not be required to maintain a watchman.

11. DELIVERY AND ACCESS TO GOODS: The goods deposited hereunder will be ready for delivery or access during regular working days and hours which are as follows, 9am to 5pm Monday through Friday. **Access is available by appointment only** preferably with 24 hours notice from the Depositor or any other specified person on his or her behalf on presentation of written or verbal authority by said Depositor and providing that all storage and other charges owing to the Company are paid in full. A warehouse labor charge of \$75.00 may be made for any delivery or access requested outside of regular working days or hours. *All gear stored at ground level is considered Self-Service. There will be a minimum charge of \$50 for Company assistance pulling gear from ground level storage requested by the Depositor or their designated agents. Additional organizing or pulling of gear is available at a warehouse rate of \$50 per hour.*

12. 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 and no notice of any change of address shall be valid or binding against the Company, if given in any other manner, and 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.

13. COMPANY'S LIEN AND SECURITY INTEREST: If Rent or other fees and/or charges due under this Lease/Rental Agreement are delinquent ten (10) days after the due date, Company may terminate Depositor's right to use of the Premises. As authorized in California Business and Professions Code section 21700 et seq., Depositor's personal property in or on the Premises will be subject to a claim of lien in favor of Company and may be sold by Company to satisfy the lien if the Rent Fees and/or Charges due remain unpaid for at least fourteen (14) consecutive days. Prior the lien sale, Company will send Depositor a preliminary and subsequent lien notice.

14. ABANDONMENT OF DEPOSITOR'S PROPERTY: Any personal property of Depositor which shall remain in or on the Premises or at the Property after the expiration or termination of this Lease/Rental Agreement (other than the termination of this Lease/Rental Agreement while a default by Depositor exists) shall be considered abandoned at the option of the Company and, if abandoned, Company may sell, destroy, or otherwise dispose of Depositor's property.

15. ARBITRATION: 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 the Arbitration Law of this state and under the rules of the American 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 of a court of record in the county where the award is made. The Depositor and the Company shall share equally the cost of arbitration. Court costs shall be borne by the losing party.

16. DEPOSITOR'S ACCESS: The following persons are authorized to access the goods located at the storage facility on behalf of The Depositor: _____

17. BILLING: All invoices or billing inquiries from The Company shall be directed to The Depositor at the following address:

COMPANY:

Lon Cohen Studio Rentals
5428 Cleon Ave.
North Hollywood, CA 91601
818-762-1195

DEPOSITOR:

I/On behalf of, _____, agree to the terms and conditions stated above.

SIGNATURE: _____

DATE: _____