

SAMPLE

POSSESSIONS MANAGEMENT STORAGE AGREEMENT

This Agreement is executed in duplicate on this _____ day of _____, 2006, between Navis Pack & Ship Centers MD1075,(hereinafter called "Navis") located at 1587 Sulphur Spring Road, Suite 107, Baltimore, MD 21227 and _____, (hereinafter called "Client").

NAVIS acknowledges receipt of the property listed on the USAR, Bill of Lading and/or, when used, the Continued Bill of Lading, attached to and made part of this Agreement. The terms and conditions of this Agreement and, when utilized, the USAR, Bill of Lading, the Continued Bill of Lading and Possessions Management Storage Agreement, shall constitute the entire Storage Agreement.

Storage rates DO NOT include insurance. Client's property is NOT INSURED by **NAVIS** whether in storage, transit or handling. The liability of **NAVIS** is limited to the specific amounts and conditions as set forth on the USAR. Client may purchase insurance at the rate of 1% of the "hammer price" per month while in storage or secure client's own insurance policy or coverage. Client agrees that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation, cleaning or handling of the property, the liability of **NAVIS** for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed Sixty Cents (\$0.60) per pound per article.

TERM: Storage charges to commence on _____, and to continue until _____, unless sooner terminated in accordance with the provisions of this agreement. If this agreement is not terminated at the expiration of the term hereof, in accordance with the provisions of Paragraph 12 of the Terms and Conditions, and a new storage agreement is not in effect, then the agreement will be renewed on a month-to-month basis as the same rate as stated in Paragraph 5 of the Terms and Conditions, and all other terms of this agreement shall remain in full force and effect.

NAVIS

By: _____

Title: _____

CLIENT:

Signature, Client or Agent

Printed Name

TERMS AND CONDITIONS
(See following three pages)

SAMPLE

TERMS AND CONDITIONS

Client and **NAVIS** agree to the following terms and conditions:

1. OWNERSHIP OF PROPERTY AND INDEMNITY: Client has represented and warranted to **NAVIS** that Client is in lawful possession of and has the legal right and authority to contract for services for all of the property herein described, upon provisions, limitations, terms and conditions herein set forth, and that there are no undisclosed existing liens, mortgages or encumbrances on said property. Client agrees to indemnify, defend and hold harmless **NAVIS**, its officers, directors, employees and assigns from and against any and all damages, loss, liability, claims, suits, judgments and other charges that **NAVIS** may incur or become liable for, including reasonable attorneys' fees, as a result of facts contrary to the representations in this paragraph.

2. LIEN: In the event that Client shall default in the payment of any sums due and payable by Client to **NAVIS** and such default shall continue for a period of five (5) days from the date on which any unpaid rent or charges first became due and payable, or if the Client shall default in the performance of any of the covenants or agreements of this Agreement and such default shall continue for five (5) days, with all notice of default hereby being expressly waived by the Client in each instance, or if the Client should file a petition in bankruptcy or have such a petition filed against it or become insolvent or any other debtor proceedings shall be taken by or against the Client, then in addition to any and all other legal remedies and rights, **NAVIS** may declare the entire balance of the rent for the remainder of the term of the Agreement, or any renewal period thereof, to be immediately due and payable and may collect the same by distress or otherwise, and Client grants **NAVIS** a security interest in any and all property deposited with **NAVIS** heretofore and hereafter deposited regardless of whether said property has been delivered **NAVIS** as a security for all unpaid rent, labor or other charges in relationship to the property and for expenses necessary for the preservation of the property or reasonably incurred in its sale pursuant to state law. Without limiting **NAVIS** remedies as stated herein, this Agreement is governed by state laws, as now in effect, and **NAVIS** shall have all rights and remedies stated therein. In the event any action is commenced, or other acts taken, to enforce any term, covenant or condition herein, or to recover any rent or charges due, or to recover possession of the Unit for any default or breach of this Agreement by Client, Client further agrees to pay **NAVIS** reasonable attorneys' fees and costs of collection in connection therewith whether or not suit is brought, including, without limitation, court costs and any attorneys' fees and costs on appeal. **NAVIS** may bring suit for reimbursement at its option without foreclosing on its lien.

3. CROSS-COLLATERAL AGREEMENT: Client grants to **NAVIS** a security interest on the property covered under this Agreement to secure **NAVIS** against default by Client of its obligations to **NAVIS** under any other agreements Client may now or in the future have with **NAVIS**. Such security interest will remain on such property until all obligations due **NAVIS** under any such agreements with **NAVIS** paid in full, including, without limitation, storage rental, services and collection efforts. Other agreements include, without limitation, Self-Service Storage Lease Agreement.

4. TERMS OF PAYMENT: Payments for storage and other charges are due and payable in advance on the date property is put into storage, and on the first (1st) day of each succeeding month thereafter, without demand. Client shall pay, in addition to any other amounts due, a service charge of Five Dollars (\$5.00) or Five Percent (5%) of the charges then due, whichever is greater, which service charge shall be assessed for each month or part thereof until the amount due plus the accumulated service charges have been paid in full. All charges must be paid in cash, credit card, bank transfer, money order, or certified or cashier's check before the final delivery or transfer, or partial delivery or transfer at the discretion of **NAVIS** to Client of property deposited under this Agreement, and no transfer will be recognized unless entered on the books of **NAVIS**.

5. SECURITY DEPOSIT: Client shall deposit with **NAVIS** a security deposit as specified under Rates to secure Client's performance pursuant to the terms and conditions of this Agreement. The security deposit shall be returned to Client, in accordance with applicable law, after the termination of this Agreement provided that the Client is not in default hereunder. **NAVIS** shall not be required to apply the security deposit to any unpaid rent. **NAVIS** reserves the right to require payment of an additional security deposit should the Client fail to fulfill any of the Client's obligations under this Agreement. If Client fails to provide **NAVIS** with thirty-day written notice of termination of this Agreement as provided in Section 13, Client will forfeit the security deposit held by **NAVIS**.

6. RATES: Storage charges will be computed based on the rates entered in this Agreement. Charges for services will be billed at the then current prices as established by **NAVIS**. With respect to any month-to-month storage agreements, the monthly storage charges may be adjusted by **NAVIS** effective the month following written notice by **NAVIS** to Client specifying such adjustment, which such notice shall not be given less than thirty (30) days prior to the first day of the monthly period for which the adjustment shall be effective. Any such adjustment in the monthly storage charges shall not otherwise affect the terms of this Agreement and all other terms of this Agreement shall remain in full force and effect.

SAMPLE

7. ACCESS: Access can only be made when the Client account is current and the person requesting access has proof of identity and signature authority to access the property or written authorization from the Client. Reasonable notice is required for access to or delivery of property stored under this Agreement. Access, removal or delivery from a storage unit must be by appointment only. A labor charge will be assessed for every access to a storage unit based on the number of men and hours spent from start to finish; there is a minimum charge of one-half (1/2) man-hour, regardless of the time spent. Only a **NAVIS** employee can enter the storage unit(s). No access can be made without the supervision of a **NAVIS** employee at all times. Access hours shall be posted at the storage facility.

8. ADDITIONS TO STORAGE: Any additional property hereafter delivered by or for the account of Client to **NAVIS** for storage shall be subject to all of the terms and conditions herein. The storage charge for any additional storage space required shall be at the then-existing rate at the time of receipt prorated to the next month. Labor charges are not prorated.

9. EXTRA CHARGES FOR SERVICES TO STORED PROPERTY: Extra services for the Client such as packing, crating, hauling, repairing, special handling, freight, etc. are chargeable to the Client.

10. RESPONSIBILITY OF NAVIS: The responsibility of **NAVIS** with respect to packing, receiving, handling, transporting and storing shall be limited to the exercise of reasonable care. The burden of proving negligence or failure to use reasonable care required by law shall be on the Client. **NAVIS** shall not be liable for the following:

- (a) Damages *or* delays caused by war, declared *or* undeclared, acts of public authority, insurrection, labor troubles, strikes, Acts of God or the public enemy, riots, quarantine, the elements, street traffic, occurrences in customs warehouses, inherent vice, default or omission of Client, nature of defect of the property, elevator service, breakdown or mechanical defects of vehicles or equipment, or other causes beyond the control of **NAVIS**. **NAVIS** shall not be responsible for loss of market or use, interruption of business, or any other consequential loss extending beyond the direct loss or damage to stored property
- (b) Injury or damage to fragile items (articles susceptible to breakage or crushing), unless such fragile items are packed by **NAVIS** employees and unpacked by them at the time of delivery, and only then if performed in a negligent manner.
- (c) Mechanical or electrical functioning or operation of any item, including, but not limited to, pianos, radios, phonographs, video equipment, musical I instruments, clocks, instruments, machines, linoleum or clay heating elements of gas or electric heaters, computers or appliances whether or not such articles were packed or unpacked by **NAVIS**.
- (d) Damages caused to the property by insects, vermin, mold, mildew, humidity, rust, tire, water, changes in temperature, fumigation, or deterioration by time, or ordinary wear and tear.
- (e) Loss or damage to documents, stamps, securities, jewelry, money, live plants or any other property of extraordinary value unless such items are specifically included in the Descriptive Inventory part of this Agreement. Extraordinary value shall, for purposes of this agreement, be defined as an individual item, or a single package, the contents of which exceed ten thousand dollars (\$10,000).
- (f) Damage or missing items resulting from Client's packing or unpacking, or failure to identify extraordinary value items as defined in Paragraph 11(e) above, for inspection and specific inventory. The maximum liability for any crate, bundle, carton, or other container not packed or unpacked by **NAVIS** or **NAVIS** agent shall be limited to the amounts set forth on the first page of this Agreement.
- (g) Damage or loss to any article, pair, or set of articles consisting, when complete for use, of several items, **NAVIS** shall only be liable for the value of such items without respect to any special value claimed for such item as a part of the article, pair, or set of articles.
- (h) Damage to objects of art, antiques, jewelry, money, collectibles, mirrors, plate glass, paintings, marble or enamel pieces, or other fragile items where Client has elected to wrap such articles instead of proper crating for protection, or neglect of the Client to use all reasonable means to save and preserve any property after any damage or loss.
- (i) Unexplained loss, mysterious disappearance or loss or shortage not disclosed on taking inventory unless inventoried and packed by **NAVIS**. Damage or injury caused by explosives, dangerous goods, or inflammable goods. Client shall indemnify and hold harmless **NAVIS** against claims, damages, costs, and other liabilities, including reasonable attorney's fees, which **NAVIS** may incur as a result of storing or handling such items.

11. MINIMUM STORAGE PERIOD: Storage charges accrue from the initial date of storage with a minimum charge of one (1) month for any full calendar month or fraction thereof. **No refund or proration of charges shall be made for vacating prior to the last day of a monthly storage period.**

SAMPLE

12. TERMINATION OF STORAGE: This Agreement can be terminated by Client upon delivery of notice of termination to **NAVIS** by certified or registered mail or hand delivery at least thirty (30) days prior to the end of the Agreement, or any renewal period thereof. Nothing herein shall limit the right of **NAVIS** to terminate the Agreement in the manner provided by law, prior to the expiration of any term, in the event that Client shall commit any breach or default hereunder. **NAVIS** reserves the right to terminate storage of the property at any time for any reason whatsoever by giving Client thirty (30) days prior written notice of its intention to do so. If Client fails to remove such property within that period, **NAVIS** is hereby empowered to have the same removed at the exclusive cost and expense of Client. Upon so doing, **NAVIS** shall be relieved of any liability with respect to such property therefore or thereafter incurred. This shall not relieve Client of Client's responsibility to pay all charges due **NAVIS**.

13. DELIVERY: The Agreement is not assignable, and no transfer of the property covered will be recognized by **NAVIS** unless such transfer authorization is made in writing by Client. The presentation of said Agreement or proof of identity by Client or Client's agent and whose specimen signature appears on an Access Authorization Card or who bears written authorization by Client shall be considered prima facie evidence of such person's identity, and in the absence of or failure to exercise reasonable commercial standards on the part of **NAVIS**, there shall be no liability to **NAVIS** on account of the delivery to a fraudulent or illegal claimant.

14. CHANGE OF ADDRESS: It is agreed that the address of Client as given on the face of this Agreement shall be relied upon by **NAVIS** as the address of Client until change of address is given in writing to **NAVIS**. Notice of any change of address will not be valid or binding upon **NAVIS** if given in any other manner. Client shall give **NAVIS** notice of such change of address within ten (10) days of the change, specifying Client's current address and phone number.

15. FILING OF CLAIMS: **NAVIS** will not accept and review a claim by the Client until Client has: (a) Paid all **NAVIS** moving, packing, storage, unpacking, or other incidental charges in full, and (b) made written exceptions for loss or damage at time of delivery and submitted all claims in writing within sixty (60) days of date of delivery and to keep inventory identification and packing material available for **NAVIS** inspection after separation of the damaged from the undamaged property. Time is of the essence in this Paragraph. Where claims are not tiled within the time specified, **NAVIS** shall not be liable, and such claims will not be honored. Suits shall be instituted against **NAVIS** only within two (2) years and one (1) day from the date when notice in writing is given by **NAVIS** to the Client that **NAVIS** has disallowed the claim, or any part thereof, specified in the notice. Where claims are not filed, or suits are not instituted thereon, in accordance with the foregoing provisions, **NAVIS** shall not be liable, and such claims will not be paid. **NAVIS** will have the right to inspect all alleged damaged articles.

16. NAVIS RIGHTS WITH RESPECT TO CLAIMS: The limit of liability of **NAVIS** shall be restricted to the amounts as set forth on the face of this Agreement. **NAVIS** shall have the full benefit of any insurance that may have been effected upon or on account of the property so far as this shall not void the policies or contracts of insurance.

17. CORRECTION OF ERRORS: Client agrees that unless notice is given in writing to **NAVIS** within ten (10) days after receipt of the Descriptive Inventory accompanying the Agreement and made a part thereof including any exceptions noted thereon as to the condition of the property when received for storage, the Descriptive Inventory shall be deemed to be correct and complete.

18. NO WARRANTIES: **NAVIS**, hereby disclaims any IMPLIED OR EXPRESS WARRANTIES, guarantees or representations of the nature, condition, merchantability or fitness for a particular purpose of the premises and Client agrees that **NAVIS** does not represent or guarantee the safety or security of the premises or of any property stored therein.

19. ENTIRE AGREEMENT: This Agreement and, when utilized, the Bill of Lading or USAR, represent the entire agreement between the parties hereto and supersede all prior agreements or understandings with respect thereto and shall be deemed to apply to all the property which **NAVIS**, Inc. may now or at any other time in the future store, pack, transport, or ship for the account of Client. **NAVIS** personnel have no authority to modify any of the terms and conditions of this Agreement.

20. CONSTRUCTION OF TERMS: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provisions of this Agreement shall be invalid or prohibited under such applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidating without invalidating the remainder of such provisions of the remaining provisions of this Agreement.

21. SUCCESSION: All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

SAMPLE

22. HEADINGS: The headings in bold letters at the beginning of each numbered paragraph of this Agreement are for reference only and do not limit or summarize the contents of each such paragraph, nor are such headings to be used in construing this Agreement or in ascertaining the intentions of the parties.

23. NON-SOLICITATION: Client and NAVIS agree that Client shall not, directly or indirectly, solicit, entice away or interfere with the contractual or other relationships of NAVIS., including but not limited to relationships with any client or customer, employee, contractor, officer or director, or investor of NAVIS unless acting with the express written consent of NAVIS.

RATES:

Storage: \$10 per lot/day

Storage Insurance: 1% of “hammer price” per lot/month