

# Storage Contract

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Property Custodian: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

*If there is more than one owner or custodian, the use of the singular incorporates the plural.*

## 1. Property

Owner desires to store with Custodian, and Custodian agrees to accept and store for Owner, the following property ("the Property"):

\_\_\_\_\_. Photographs of  some  all of the items are attached.

## 2. Storage Location

The Property will be stored at the following location: \_\_\_\_\_.

Custodian agrees that the Property will not be removed from this location without prior written notice to and written consent of Owner.

## 3. Storage Term and Payment

*[choose one:]*

Custodian agrees to store the Property on a \_\_\_\_\_ *[daily, weekly, or monthly]* basis in exchange for payment of \$ \_\_\_\_\_ per \_\_\_\_\_, payable on the first day of each such period.

Custodian agrees to store the Property for payment of \$ \_\_\_\_\_. Payment will be made on or before \_\_\_\_\_ *[date]*.

## 4. Beginning and Ending Dates

*[choose one:]*

Storage will begin on \_\_\_\_\_ and will continue until Owner claims the Property or Custodian serves Owner with a \_\_\_\_\_-day written notice terminating this storage agreement.

Storage will begin on \_\_\_\_\_ and will continue until \_\_\_\_\_, or until Owner claims the Property, whichever occurs first.

#### **5. Use of Property**

Custodian will not use the Property, or permit it to be used by anyone else, without Owner's prior written consent. Notwithstanding Clause 10, Custodian is liable for any damage to the Property during use without Owner's prior written consent.

#### **6. Reclaiming Property**

Owner may reclaim the Property at any time, but not later than the date specified in Clause 4, or the date specified in the Custodian's notice of termination under that clause. Custodian will make the Property available to Owner, but may first require Owner to pay Custodian any unpaid charges allowed by Clauses 3 and 7.

Custodian may refuse delivery if Custodian has received any notice of attachment, levy, or similar notice and has given notice to Owner under Clause 12, or is instructed to withhold delivery by a court or law enforcement officer.

#### **7. Failure to Reclaim Property**

If Owner fails to reclaim the Property on or before the last day of storage indicated in the custodian's notice of termination or in Clause 4, Custodian shall *[choose one]*:

continue to store the Property at the rate of \$\_\_\_\_\_ per \_\_\_\_\_ until Owner reclaims the Property. Custodian may require owner to pay accrued storage fees before turning over the Property.

send to Owner's last known address by first-class mail a notice to reclaim the Property, and wait 30 days; if Owner does not make arrangements to reclaim the Property during the 30 days, Custodian may deem the Property abandoned, sell it to pay for outstanding storage fees, and hold the balance (minus reasonable costs of sale) for Owner.

#### **8. Early Reclaiming**

If Owner reclaims the Property during a period for which payment has been made, no pro rata refund will be made.

#### **9. Delivery to Someone Other Than Owner**

Custodian will not deliver the Property to any person other than Owner without prior written permission from Owner. If Owner dies while this agreement is in effect,

Owner instructs Custodian to deliver the Property to \_\_\_\_\_ upon proper proof of that person's identity and documentation of Owner's death, unless Custodian is instructed otherwise by a court or law enforcement official.

**10. More Than One Owner**

If more than one Owner is listed at the beginning of this form *[choose one]*:

Custodian may deliver the Property only to all of the Owners.

Custodian may deliver the Property to \_\_\_\_\_ *[state Owner's name]* rather than all of the Owners.

**11. Value of the Property**

Owner and Custodian agree that the approximate  replacement value  fair market value of each item of Property on the date this agreement is signed is:

<u>Item</u>	<u>Value</u>
_____	_____
_____	_____
_____	_____

**12. Condition of the Property**

The Property being stored appears to be in good condition except for the following defects or damage *[provide details on each item of property being stored]*:

\_\_\_\_\_.

**13. Care During Storage Period**

*[choose one:]*

Custodian agrees to exercise reasonable care to protect the Property from loss, theft, or damage. Custodian agrees to be liable for loss, theft, or damage to the Property caused by Custodian's negligent, reckless, or intentional act. Owner agrees to be liable for damage to the Property or the storage location caused by inherent or defective condition of the Property.

In exchange for the compensation paid by Owner, Custodian agrees to (a) be fully responsible for returning the Property to Owner in the same condition as it was when the storage commenced, and (b) obtain insurance to protect the Property against all commonly insurable losses, except \_\_\_\_\_.

#### **14. Title to the Property**

The title to the Property will remain at all times in Owner.

#### **15. Notice of Attachment**

Custodian agrees to notify owner promptly in writing if custodian receives any notice of attachment, levy, or similar notice.

#### **16. Disputes**

*[choose one:]*

Litigation. If a dispute arises, either Owner or Custodian may take the matter to court.

Mediation and possible litigation. If a dispute arises, Owner and Custodian will try in good faith to settle it through mediation conducted by *[choose one]*:

\_\_\_\_\_ *[name of mediator]*.

a mediator to be mutually selected.

Owner and Custodian will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, either Owner or Custodian may take the matter to court.

Mediation and possible arbitration. If a dispute arises, Owner and Custodian will try in good faith to settle it through mediation conducted by *[choose one]*:

\_\_\_\_\_ *[name of mediator]*.

a mediator to be mutually selected.

Owner and Custodian will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by *[choose one]*:

\_\_\_\_\_ *[name of arbitrator]*.

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

#### **17. Modification of This Agreement**

All agreements between the parties related to storage of the Property are incorporated in this contract. Any modification to this contract must be in writing signed by Owner and Custodian.

**18. Additional Terms**

Additional terms for the storage of the Property are as follows:

\_\_\_\_\_.

Owner's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Custodian's signature: \_\_\_\_\_

Date: \_\_\_\_\_