

WAREHOUSE STORAGE AGREEMENT AND RECEIPT

DATE OF ISSUE: _____

RECEIPT NUMBER: _____

CUSTOMER: _____

ADDRESS: _____

PHONE NUMBER: _____

Customer wishes to warehouse certain goods at one or more of the facilities operated by Bay Crane Service of New York, Inc., Bay Crane Service of New Jersey, Inc., Bay Crane Service of Connecticut, Inc., Bay Crane Northeast LLC, Bay Crane Mid-Atlantic LLC or Bay Crane Midwest LLC (“Bay Crane”), in accordance with the provisions, limitations, terms and conditions set forth in this agreement (“Agreement”). A list of such facilities can be found at www.baycrane.com/terms-conditions/ and is incorporated by reference herein (“BC Warehouse”). Customer is the owner of such goods or is the agent of, and authorized by, the owner thereof, to enter into this Agreement and to deposit such goods for storage (“Depositor”).

The parties to this Agreement hereby agree as follows:

1. Deposit of Goods. Depositor has delivered, or will be delivering, to the BC Warehouse certain goods described herein, and Bay Crane will invoice Depositor for the storage of such goods on a monthly basis, in accordance with the provisions of paragraph 4 below and as set forth in Exhibits A (Depositor Contact Information and Rates) and B (Warehouse Storage Receipt and Inventory (“Warehouse Receipt”)), attached hereto.

2. Term. This Agreement is valid for one year for all goods that are delivered to the BC Warehouse for storage. This Agreement shall automatically renew on the one-year anniversary for an additional year, unless earlier terminated in writing by a party.

3. Description of Goods Stored or to be Stored. Depositor shall accurately describe in Exhibits A and B certain goods stored, or to be stored, at the BC Warehouse, including but not limited to, the type of goods (machinery, equipment, tools, furniture,

etcetera), style of packaging or crating, size and weight, total number of segments, value, condition, along with any other information applicable to such goods (“Goods”). No hazardous, combustible or flammable material may be stored, including, but not limited to, batteries.

BAY CRANE, ITS EMPLOYEES AND AGENTS, INCLUDING THOSE WORKING ON-SITE AT THE BC WAREHOUSE, SHALL NOT BE RESPONSIBLE FOR INSPECTING OR CONFIRMING THE TYPE OR CONDITION OF THE GOODS. IF THE GOODS ARE IN A SEALED CONTAINER, THEN DEPOSITOR ACKNOWLEDGES THAT BAY CRANE IS RECEIVING THOSE GOODS ‘AS IS’ WITHOUT THE ABILITY TO INSPECT THE GOODS.

4. Rates/Insurance Limitation. All charges for storage and labor and/or other services at the BC Warehouse shall be agreed upon by Depositor and Bay Crane at the time of the deposit of the Goods and are determined based on Depositor’s description of the Goods, including the size, quantity, dimensions and cubic space required for storage, as well as the declared value of the Goods. Depositor agrees to pay all charges stated in Exhibits A and B, and in the monthly Bay Crane invoices. Bay Crane’s rates are based upon the space occupied by the Goods as declared by Depositor, regardless of the actual dimensions, weight, value, etcetera, of the Goods, together with labor charges related to the handling and storage of the Goods. Monthly storage and labor charges or any fraction thereof shall be as agreed upon by the parties at or before the time of delivery of the Goods, and based on square footage or a flat rate, plus taxes if applicable, including sales taxes and personal property taxes, as set forth in Exhibits A and B. In the event the Goods are determined to be oversized requiring additional space in the BC Warehouse than is usual and customary, or that has been declared by Depositor in accordance with paragraph 5 below, the storage rate will be determined on a cubic foot basis, per month, for each cubic foot required or on monthly flat rate, plus

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applicable taxes, as agreed upon by the parties. BAY CRANE'S LIABILITY FOR THE GOODS, AND ALL GOODS HEREAFTER STORED FOR DEPOSITOR'S ACCOUNT, IS LIMITED TO THE LESSER OF FIVE TIMES THE AMOUNT OF THE MONTHLY STORAGE INVOICE CHARGE, AT THE TIME OF ANY CLAIM, OCCURRENCE OR LOSS, OR \$100,000.00. DEPOSITOR MAY INCREASE THE FOREGOING LIMIT BY ADVISING BAY CRANE OF ANY INCREASE IN THE VALUE OF THE GOODS OVER THE LESSER OF FIVE TIMES THE AMOUNT OF THE MONTHLY STORAGE INVOICE CHARGE OR \$100,000.00, PRIOR TO THE TIME OF ANY CLAIM, OCCURRENCE OR LOSS. BAY CRANE WILL PURCHASE ADDITIONAL INSURANCE TO COVER THE DECLARED VALUE OF THE GOODS AND DEPOSITOR SHALL PAY BAY CRANE FOR THE INCREASED COSTS OF SUCH INSURANCE. IN THIS CASE, BAY CRANE'S LIMITATION OF LIABILITY IS INCREASED TO THE DECLARED VALUE.

5. Depositor's Declaration of Value. After having an opportunity to declare *higher* values and pay a higher rate than agreed upon and stated in Exhibits A and B, Depositor, for the purpose of this Agreement and irrespective of actual value, hereby declares the value of all the Goods stored, including the contents of any container, and all the goods hereafter stored for Depositor's account, to be the lesser of five times the monthly storage invoice charge or \$100,000.00, for all goods in storage at the time of any claim, occurrence or loss ("Declaration of Value"). **The limitation of liability, as fully set forth in Section**

11 below, is a maximum of \$100,000.00 for the Goods stored, and all goods hereafter stored for Depositor's account, at the BC Warehouse by Depositor.

6. Warehouse Conditions. It is understood by Depositor that the BC Warehouse does not have an environmental control system to regulate the temperature or humidity inside the warehouse structure and Bay Crane shall not be responsible for any loss or damage to the Goods due to temperature or humidity variations inside the warehouse structure or for any loss or damage caused to the Goods that are stored in the outside lots or property due to environmental or weather-related conditions, temperature or humidity variations. Depositor shall be responsible for any damage to the Goods resulting from temperature, humidity and/or weather-related conditions at the BC Warehouse, either: (i) inside the warehouse structure; or (ii) outdoors on lots or property adjacent to the warehouse structure.

DEPOSITOR AGREES, BY THE ACCEPTANCE OF THIS WAREHOUSE STORAGE AGREEMENT AND RECEIPT, TO ALL OF THE PROVISIONS, LIMITATIONS, TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING THE STANDARD TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSES IN SECTIONS 1 THROUGH 25 BELOW AND EXHIBITS A AND B, WHICH ARE INCORPORATED BY REFERENCE HEREIN AND ARE MATERIAL ELEMENTS OF THIS AGREEMENT.

By: _____
(Depositor's Authorized Signature)
Print Name: _____
Title: _____

By: _____
(Bay Crane Authorized Signature)
Print Name: _____
Title: _____

STANDARD TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSES

SECTION 1- ACCEPTANCE.

(a) This Agreement, including accessorial charges that may be attached hereto and assessed when incurred, must be accepted within thirty (30) days from the date of Bay Crane's quote ("Quote"), by

signature of Depositor. In the absence of written acceptance of this Agreement by Depositor, the act of tendering/depositing the Goods described herein for storage or other services by Bay Crane within thirty (30) days from the date of the Quote shall

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constitute acceptance.

(b) In the event goods tendered/deposited for storage or other related services do not conform to the descriptions contained in Exhibits A and B, or the Goods are tendered/deposited after thirty (30) days from the date of the Quote without prior written acceptance by Depositor as provided in paragraph (a) of this Section 1, Bay Crane may refuse or accept such tender/deposit. If Bay Crane accepts such tender/deposit, Depositor agrees: (i) to all terms and conditions of this Agreement; (ii) to all rates and charges as may be assigned and invoiced by Bay Crane; and (iii) that any goods not conforming to the descriptions contained in Exhibits A and B shall hereafter be defined as, and constitute, "Goods".

(c) Depositor has had the opportunity to review and inspect the BC Warehouse prior to depositing the Goods.

(d) This Agreement may be canceled by either party upon thirty (30) days written notice provided that the party is not in Default. Further, this Agreement is deemed canceled if no storage or other services are performed hereunder for a period of one hundred eighty (180) days.

SECTION 2- SHIPMENTS TO AND FROM WAREHOUSE.

Depositor agrees that all goods shipped to the BC Warehouse shall identify Depositor on the bill of lading or other agreement of carriage as the named consignee, in care of Bay Crane, and shall not identify Bay Crane as the consignee. If, in violation of this Agreement, goods are shipped to Bay Crane as the named consignee on the bill of lading or other agreement of carriage, Depositor agrees to immediately notify the carrier in writing, with a copy of such notice to Bay Crane by certified mail and electronic mail, that the naming of Bay Crane as consignee is intended as and shall be the "in care of party" only and Bay Crane has no beneficial title or interest in such goods. Bay Crane shall have the right to accept or refuse such goods. If such goods are accepted, subject to the above corrective requirements, the terms and conditions of this Agreement shall apply. If Bay Crane refuses such goods, Bay Crane shall not be liable for any loss, mis-consignment, or damage of any nature to, or related to, such refused goods. Whether Bay Crane accepts or refuses goods shipped in violation of this Section 2, Depositor agrees to indemnify and hold

Bay Crane harmless from all claims for transportation, storage, handling and other charges relating to such goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.

SECTION 3- TENDER OF GOODS.

All goods shall be delivered to the BC Warehouse properly marked and packaged for storage and handling. Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately, and the class of storage and other services desired.

SECTION 4- STORAGE PERIOD AND CHARGES.

(a) Unless otherwise agreed in writing, all rates and charges for storage are per package, segment or other agreed upon unit per month.

(b) The storage month begins on the date Bay Crane accepts care, custody and control of the Goods, regardless of the unloading date or the date of issue of the Warehouse Receipt (Exhibit B).

(c) Except as provided in paragraph (d) of this Section 4, a full month's storage charge will apply to all of the Goods received between the 1st and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply to all of the Goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to the Goods in storage on the first day of the next and succeeding calendar months plus all applicable taxes including sales taxes and personal property taxes.

(d) When mutually agreed in writing by Bay Crane and Depositor, a storage month shall extend from a date in one calendar month to, but not including the same date of the next and all succeeding months.

(e) All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

SECTION 5- TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS.

(a) Instructions by Depositor to transfer the Goods on the books of Bay Crane are not effective until delivered to and accepted by Bay Crane, and Depositor is responsible for all charges up to the time the transfer is made to Depositor. If a transfer involves rehandling the Goods, such rehandling will be subject to a charge. In the event the Goods in

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storage are transferred from one party to another through issuance of a new Warehouse Receipt (Exhibit B), a new storage date will be established on the date of transfer.

(b) Bay Crane reserves the right to move, fourteen (14) days after notice is sent by certified mail or overnight delivery to Depositor, the Goods in storage from one location or building or outside lot at the BC Warehouse to any other building or location or outside lot at the BC Warehouse. Bay Crane will store the Goods and may, without notice, move the Goods within and between, any one or more of the structures at the BC Warehouse, or within and between any other locations or outside lots which comprise the BC Warehouse.

(c) Bay Crane, upon written notice of not less than thirty (30) days to Depositor and any other person known by Bay Crane to claim an interest in the Goods, require the removal of the Goods. Such notice shall be given to the last known place of business of the person to be notified. If the Goods are not removed before the end of the notice period, Bay Crane may sell them in accordance with applicable law.

(d) If, in good faith, Bay Crane believes that the Goods are about to deteriorate or decline in value to less than the amount of Bay Crane's lien before the end of the thirty (30) day notice period referred to in Section 5(c) above, Bay Crane may specify in the notification any reasonable shorter time for removal of the Goods, and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e) If as a result of a quality or condition of the Goods, of which Bay Crane had no notice at the time of deposit of the Goods, is a hazard to other property or to the BC Warehouse or to persons, Bay Crane may sell the Goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Goods. If after a reasonable effort is made to sell the Goods, Bay Crane may dispose of them in *any lawful* manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Goods, Bay Crane may remove the Goods from the BC Warehouse and shall incur no liability by reason of such removal.

SECTION 6- HANDLING.

(a) Handling charges cover ordinary labor costs plus the cost of the use of standard equipment involved in receiving the Goods, placing the Goods in storage,

and retrieving the Goods from storage for pick up. Handling charges are due and payable on delivery or receipt of the Goods. Depositor may request additional pick up, transportation/trucking and handling, for an extra charge, which includes picking up containers from ports or other terminals, and trucking and delivery of the containers to the BC Warehouse.

(b) Unless otherwise agreed in writing, costs for picking up, trucking, unloading and loading the Goods will be subject to a separate charge. Further, additional expenses incurred by Bay Crane in receiving and handling any of the Goods in a damaged condition will be subject to an additional charge.

(c) Labor and materials used in receiving and loading cargo onto trucks, trailers or other vehicles and unloading cargo at the BC Warehouse are chargeable to Depositor. If cargo arrives at the BC Warehouse in containers, Bay Crane will unload and store crates or other items or packages from inside the container for an extra charge. Bay Crane shall not be responsible for the condition of the Goods inside the crates or other packaging. In the event Bay Crane reasonably believes that the crating or packaging is damaged, Depositor shall be immediately notified.

(d) In the event the Goods are ordered out in quantities less than in quantities when received, Bay Crane may make an additional charge for each separate order or each item of an order.

(e) Bay Crane shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment unless Bay Crane has failed to exercise reasonable care.

SECTION 7- DELIVERY REQUIREMENTS.

(a) The Goods shall not be delivered or transferred except upon receipt by Bay Crane of Depositor's complete written instructions. Written instructions shall include but are not limited to hard copy documents, faxes, emails or similar communications, provided Bay Crane has no liability when relying on the information contained in the communication as received. The Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but Bay Crane shall not be responsible for loss or error occasioned thereby.

(b) When the Goods are ordered out by Depositor, a

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reasonable time shall be given to Bay Crane to carry out instructions, and if Bay Crane is unable to do so because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond Bay Crane's control, or because of loss of or damage to the Goods for which Bay Crane is not liable, or because of any other excuse provided by law, Bay Crane shall not be liable for failure to carry out such instructions and the Goods remaining in storage will continue to be subject to regular storage charges.

SECTION 8- EXTRA SERVICES (SPECIAL SERVICES).

(a) Bay Crane labor and equipment required for services other than ordinary handling and storage will be charged to Depositor.

(b) Special services requested by Depositor, including, but not limited to, compiling special stock statements, reporting marked weights, serial numbers or other data from packages, physical check(s) of the Goods, and handling transit billing, will be subject to an additional charge.

(c) Dunnage, bracing, packing materials or other special supplies, may be provided for Depositor upon request, at a charge in addition to Bay Crane's cost.

(d) By prior arrangement, the Goods may be received or delivered during other than usual business hours, subject to an additional charge.

(e) Communication expenses, including postage, overnight delivery or telephone calls, may be charged to Depositor if they concern more than normal inventory reporting or they are requested by Depositor for communications other than regular US Mail.

(f) All extra services provided in addition to ordinary handling and storage services ("Special Services") shall be subject to additional charges, including all applicable taxes, such as sales taxes and personal property taxes.

SECTION 9- BONDED STORAGE.

The BC Warehouse is not a bonded storage facility.

SECTION 10- MINIMUM CHARGES.

(a) A minimum handling charge per lot and a minimum storage charge per lot per month will apply. When a Warehouse Receipt covers more than one lot or when a lot is an assortment, a minimum charge per mark, brand or variety will be made.

(b) A minimum monthly charge to one account for

storage and/or handling will be made. This charge will apply also to each account when one depositor has several accounts, each requiring separate records and billing.

SECTION 11- RELEASE OF LIABILITY AND LIMITATION OF DAMAGES.

(a) BAY CRANE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED OR HANDLED AT THE BC WAREHOUSE, HOWEVER CAUSED, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY BAY CRANE TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND BAY CRANE SHALL NOT BE LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

(b) IF INSURANCE COVERAGE IS DESIRED, DEPOSITOR MUST MAKE A WRITTEN REQUEST, SPECIFYING THE KIND OF COVERAGE DESIRED, AND PAY THE PREMIUMS OR ANY ADDITIONAL CHARGES THEREON.

(c) DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO THE LESSER OF FIVE TIMES THE MONTHLY STORAGE RATE DESCRIBED IN PARAGRAPH 5 ABOVE AND SET FORTH IN EXHIBITS A AND B FOR ALL GOODS IN STORAGE OR \$100,000.00, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS AGREEMENT BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS TENDERED, STORED OR HANDLED HEREUNDER, IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION. WITHOUT ANY REQUEST FOR AN INCREASE IN VALUATION ON SOME OR ALL OF THE GOODS, DEPOSITOR IS LIMITED TO A MAXIMUM OF \$100,000.00 ON ALL OF THE GOODS TENDERED, STORED OR HANDLED AT THE BC WAREHOUSE.

(d) WHERE LOSS OR DAMAGE OCCURS TO TENDERED, STORED OR HANDLED GOODS, NOT CAUSED BY BAY CRANE, DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF

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REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR DAMAGE TO SUCH GOODS.

(e) DEPOSITOR AGREES TO INDEMNIFY AND SAVE BAY CRANE, ITS AGENTS, EMPLOYEES AND THEIR HEIRS AND ASSIGNS, HARMLESS FROM ALL CLAIMS FOR DEATH OR INJURY TO PERSONS OR DAMAGE OR INJURY TO ANY GOODS OR PROPERTY, INCLUDING THE GOODS OR DEPOSITOR'S PROPERTY, ARISING IN ANY MANNER OR CAUSED IN WHOLE OR IN PART BY THE GOODS OR DEPOSITOR'S PROPERTY, INCLUDING FROM FIRE. DEPOSITOR'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL 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.

SECTION 12- NOTICE OF CLAIM AND FILING OF SUIT.

(a) Claims by Depositor and all other persons must be presented in writing to Bay Crane within a reasonable time, and in no event any later than the earlier of: (i) sixty (60) days after delivery of the Goods by Bay Crane; or (ii) sixty (60) days after Depositor is notified by Bay Crane that loss or damage to part or all of the Goods has occurred.

(b) No lawsuit or other legal action may be maintained by Depositor or others against Bay Crane for loss or damage to the Goods, unless a timely written claim has been given in accordance with paragraph (a) of this Section 12, and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Bay Crane; or (ii) nine months after Depositor is notified that loss or damage to part or all of the Goods has occurred.

(c) When the Goods have not been delivered, notice may be given of a potential or known loss or damage to the Goods by the mailing of a letter via certified mail, overnight delivery or electronic mail to Depositor. Time limitations for presentation of a claim in writing and maintaining of an action after notice begin on the date of mailing of such notice by Bay Crane.

SECTION 13- NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

Bay Crane shall not be liable to Depositor for any loss of profit or special, indirect, or consequential damages of any kind arising from the handling and/or storage of the Goods.

SECTION 14- NO LIABILITY FOR MIS-SHIPMENT.

If Bay Crane negligently mis-ships the Goods, Bay Crane shall be responsible for paying the reasonable transportation charges incurred to return the Goods mis-shipped to the BC Warehouse. If the recipient of the mis-shipment (the "Consignee") fails to return the Goods, Bay Crane's maximum liability for any of the Goods lost or damaged shall be as specified in Section 11 above, and Bay Crane shall not be liable for damages due to the Consignee's acceptance or use of the Goods whether the Goods are those of Depositor or another person or entity.

SECTION 15- MYSTERIOUS DISAPPEARANCE.

Bay Crane shall not be liable for loss of the Goods due to inventory shortage or unexplained or mysterious disappearance of the Goods unless Depositor establishes such loss occurred because of Bay Crane's failure to exercise the care required of Bay Crane under Section 11 above. Any presumption of conversion imposed by law shall not apply to such loss, and a claim by Depositor of conversion must be established by conclusive evidence that Bay Crane converted the Goods to Bay Crane's own use.

SECTION 16- RIGHT TO STORE GOODS.

Depositor represents and warrants that Depositor and its designated agents and/or employees are in lawful possession of the Goods and have the right and authority to deposit and store them at the BC Warehouse. Depositor agrees to indemnify and hold harmless Bay Crane from all loss, cost and expense (including reasonable attorneys' fees) which Bay Crane pays or incurs as a result of any dispute or litigation, whether instituted by Bay Crane or others, with respect to Depositor's right, title or interest in the Goods. Such amounts shall be charged in relation to the Goods and subject to Bay Crane's lien.

SECTION 17- ACCURATE INFORMATION.

Depositor represents and warrants that, as provided in paragraph 3 above, the information concerning the Goods described in Exhibits A and B (the Warehouse

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Receipt) is accurate, complete and sufficient to allow Bay Crane to comply with all laws and regulations concerning the storage, handling and transporting of the Goods, as well as to determine the correct chargeable rate. Depositor agrees to indemnify and hold Bay Crane harmless from all loss, cost, penalty or expense (including reasonable attorneys' fees) which Bay Crane pays or incurs as a result of Depositor failing to fully discharge this obligation. In addition, Depositor shall pay any additional rate charges based on inaccurate or incomplete information provided.

SECTION 18- SEVERABILITY AND NON-WAIVER, NON-MODIFICATION.

(a) If any provision of this Agreement, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

(b) Bay Crane's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.

(c) The provisions of this Agreement, the attached Exhibits and any accompanying documents shall be binding upon the heirs, executors, successors and assigns of Depositor, contain the sole agreement between the parties governing this Agreement and goods tendered to the BC Warehouse and the Goods stored at the BC Warehouse, and cannot be modified except by a writing signed by both parties.

SECTION 19- LIEN.

Bay Crane shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods, for all lawful claims for monetary advances, interest, insurance, transportation, labor, weighing, cooping, and other charges and expenses in relation to the Goods, and for the balance on any other accounts that may be due. Bay Crane further claims a general warehouse lien for all such charges, advances and expenses with respect to any other goods stored by Depositor in any other facility owned or operated by Bay Crane or any affiliated entity. In order to protect Bay Crane's lien, Bay Crane reserves the right to require advance payment of all charges prior to shipment or delivery, as

applicable, of the Goods.

SECTION 20- DOCUMENTS OF TITLE.

All documents of title referred to herein may be issued either in hard-copy or electronic form as agreed upon by the parties.

SECTION 21- GOVERNING LAW AND JURISDICTION.

This Agreement and the legal relationship between the parties shall be governed by, and construed in accordance with, the substantive laws of the state where the BC Warehouse is located, including Article 7 of the Uniform Commercial Code to the extent ratified in the state, notwithstanding any conflict of laws rules and the laws and rules of the US District Court for the state. If a dispute arises between the parties concerning any of the provisions of or performance under this Agreement, the parties must comply with Section 25 below.

SECTION 22- NO FIREPROOFING/WATCHMAN.

No warranty or representation is made that the BC Warehouse is fireproof or that the Goods stored therein could not be destroyed or damaged by fire. Bay Crane shall not be required to maintain a watchman.

SECTION 23- ACCIDENT WAIVER, INDEMNITY & INSURANCE AND RELEASE OF LIABILITY AGREEMENT.

Depositor as well as Depositor's agents, employees, contractors, suppliers, vendors, service providers or any other person authorized by Depositor to have access to the BC Warehouse to check on the Goods, perform work or provide services relating to the Goods, are required to sign the applicable accompanying Employer and/or Employee Accident Waiver, Indemnity & Insurance and Release of Liability Agreements. In addition, any agent or employee of any employees of Depositor, who has or will have access to the Goods deposited/stored at the BC Warehouse, will also be required to sign the applicable accompanying Employer and/or Employee Accident Waiver, Indemnity & Insurance and Release of Liability Agreements.

SECTION 24- ADDITIONAL DOCUMENTS.

The documents accompanying this Agreement contain additional terms, conditions and requirements, are incorporated by reference and

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made a part of this Agreement as if fully set forth herein. The parties agree that they will comply with and follow all the terms, conditions and requirements set forth in all documents included or referenced herein, including Exhibits. In the event of any conflict, inconsistency or ambiguity between the terms and conditions of the accompanying documents and those contained in the body of this Agreement, the terms conditions and requirements of the accompanying documents and attached Exhibits shall prevail.

or litigation for the purpose of resolving a controversy, claim or dispute arising out of this Agreement, they shall proceed first to a non-binding, private mediation, with a mediator agreed upon by the parties. In the event that mediation is not successful in resolving a controversy, claim or dispute, the parties may institute: (i) binding, private arbitration; or (ii) litigation in a court of competent jurisdiction, subject to the provisions in Section 21 above. Any action, demand, lawsuit, arbitration or any other claim by Depositor against Bay Crane arising out of or related to this Agreement shall be subject to the provisions of Section 12 above. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

SECTION 25- DISPUTE RESOLUTION AND JURY WAIVER.

The parties agree that prior to instituting arbitration

THE PARTIES ACKNOWLEDGE THE RELEASE OF LIABILITY AND LIMITATION OF DAMAGES PROVISIONS SET FORTH IN SECTION 11 ABOVE.

DEPOSITOR WHOSE SIGNATURE APPEARS BELOW CERTIFIES THAT THEY ARE AUTHORIZED TO ENTER INTO THIS WAREHOUSE STORAGE AGREEMENT AND RECEIPT.

AUTHORIZED DEPOSITOR/OWNER:

By: _____
(Depositor's Authorized Signature)
Print Name: _____
Title: _____

BAY CRANE:

By: _____
(Bay Crane's Authorized Signature)
Print Name: _____
Title: _____

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EXHIBIT A

WAREHOUSE STORAGE AGREEMENT AND RECEIPT

DEPOSITOR CONTACT INFORMATION AND RATES

1.) Contact Information:

Depositor Name: _____

Mailing Address: _____

Telephone/Fax/Email: _____

Owner Name (if different): _____

Mailing Address (if different): _____

Telephone/Fax/Email (if different): _____

2.) Name of Person/(s) Permitted to Access Your Account or Stored Goods:

a. Name/Email/Address: _____

b. Name/Email/Address: _____

*attach additional pages if necessary

3.) Account Details:

a. Type of Service: _____ (storage/labor)

b. Description of Goods: _____

*attach additional pages if necessary

b. Contract Inception Date: _____

c. Warehouse Storage Rate: \$ _____ per month

RELEASE OF LIABILITY AND LIMITATION OF DAMAGES

SEE SECTION 11 OF THE STANDARD TERMS AND
CONDITIONS CONTAINED IN THIS WAREHOUSE STORAGE
AGREEMENT AND RECEIPT WHICH IS INCORPORATED BY REFERENCE HEREIN.

DEPOSITOR ACKNOWLEDGEMENT

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

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EXHIBIT B

WAREHOUSE STORAGE AGREEMENT AND RECEIPT

RECEIPT NUMBER: _____

DATE ISSUED: _____

WAREHOUSE STORAGE RECEIPT AND INVENTORY

DEPOSITOR INFORMATION

WAREHOUSE LOCATION

Name: _____

Address: _____

Depositor has agreed to the Warehouse Storage Agreement and Receipt which is incorporated by reference as if stated herein. Goods delivered for storage are as described below and on the attached Inventory List (continued on next page if necessary):

Date Goods Delivered: _____

Basic Monthly Storage Charge: _____

Depositor has agreed to self-insure the Goods deposited for any and all causes of loss or claims in accordance with Section 11 of the Warehouse Agreement and Receipt "Release of Liability and Limitation of Damages".

Signature of Depositor

Date

DESCRIPTION OF OTHER CHARGES:

Warehouse Labor: \$ _____ per hour Est. Hours: _____ (may be subject to a minimum)

Packing Materials: \$ _____ (materials necessary for secure storage)

Delivery In/Out: \$ _____ per hour Est. Hours: _____ (may be subject to a minimum)

Accessorial Services: \$ _____ per hour Est. Hours: _____ (may be subject to a minimum)

Valuation Charge: \$ _____ per month

Depositor Personnel On-Site Work Access Fee: \$ _____

ALL OUTSTANDING CHARGES ARE PAYABLE IN CASH, CHECK OR CREDIT CARD BEFORE THE GOODS ARE RETURNED TO DEPOSITOR

DEPOSITOR CERTIFICATION

I/we certify that the condition of the Goods at the time of loading is as noted on this Warehouse Storage Receipt and Inventory, and that I/we have received a copy of this Warehouse Storage Receipt and Inventory. It is further agreed that storage of the Goods is subject to all of the terms, conditions, rates and charges described herein and in the Warehouse Storage Agreement and Receipt.

X _____ Signature of Depositor

