

WAREHOUSING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF COMPANY WITH GOODS TO BE WAREHOUSED]
[address]
("Depositor")

- and -

[NAME OF WAREHOUSING COMPANY]
[address]
("Warehouseman")

WHEREAS, Depositor and Warehouseman hereby agree to the terms and conditions set forth in this Agreement.

1. Warehouse Location

The warehouse where goods shall be stored is located at _____ [address], _____ [city], _____ [state], _____ [zip code].

2. The Goods

The following Goods shall be stored with Warehouseman (hereinafter referred to as the "Goods"):

[insert description of the goods to be stored with Warehouseman]

3. Acceptance of Agreement

- 3.1 This Agreement and rate quotation, including any accessorial charges attached hereto, must be accepted, by signature of Depositor, within _____ (_____) [insert number of days in both words and numerals] days from the proposal date. In the absence of written acceptance, the act of tendering the Goods for storage or other services by Warehouseman within _____ (_____) [insert number of days in both words and numerals] days from the proposal date shall constitute Depositor's acceptance of this Agreement.
- 3.2 Upon acceptance of this Agreement, invoices for handling, storage, labor, supplies, equipment, freight, and management fees shall be due and payable within _____ (_____) [insert number of days in both words and numerals] days from the invoice date. Monthly storage fees shall be paid on the first day of each month. Any late or outstanding fees shall be charged a penalty fee of _____ percent (_____%) of the outstanding amount per month.
- 3.3 Should the Goods tendered for storage or other services not conform to the description contained herein, or if the Goods are tendered after the said _____ (_____) [insert number of days in both words and numerals] days from the proposal date without prior written consent of Depositor, Warehouseman may refuse to accept such Goods. In the event that Warehouseman accepts such Goods, Depositor shall pay to Warehouseman any and all rates and charges as Warehouseman invoices, and shall accept all terms and conditions of this Agreement.
- 3.4 Either party may cancel this Agreement upon _____ (_____) [insert number of days in both words and numerals] days' written notice. This Agreement shall also be deemed terminated if no storage, or any other services, are performed under this Agreement for a period of at least _____ (_____) [insert number of days in both words and numerals] days. Further, Depositor may terminate this Agreement immediately upon insolvency of

Warehouseman, any assignment of Warehouseman for the benefit of its creditors, or Warehouseman's failure to vacate the appointment of a receiver or trustee for any or all parts or interest of its business within _____ (_____) [*insert number of days in both words and numerals*] days from the date of such appointment.

THIS IS A 6-PAGE AGREEMENT.