



WAREHOUSE AND STORAGE AGREEMENT

Customer:

Name: _____

Address: _____

Email: _____

Phone Number: _____

- Gateway Exhibit Services, Inc. (“*Company*”) hereby agrees to receive, store and release Customer’s goods described on Schedule 1 (“*Goods*”) at Company’s warehouse located at 13314 Lakefront Drive, Earth City, MO 63045.
- By signing this Agreement, Customer agrees and acknowledges that the services provided by Company and the storage of Customer’s Goods herein shall be subject to the Company terms and conditions for Warehouse and Storage found here (hyperlink) (“*Terms and Conditions*”), and any reference to Agreement herein shall include the Terms and Conditions.

1. Ownership of Goods. Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage and has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods.

2. Term.

- a. The term of this Agreement shall commence on the date Customer signs and delivers this Agreement to the Company (“*Effective Date*”) and shall continue thereafter in full force and effect for a period of one (1) year (“*Initial Term*”) and shall thereafter automatically renew on a yearly basis unless terminated prior to 60 days before the expiration of the current term (“*Renewal Term*”, and collectively with the Initial Term, the “*Term*”).
- b. If either Party shall fail to perform any of the covenants or obligations of performance and payment imposed upon it under and by virtue of this Agreement (except where such failure is excused under other provisions of this Agreement), the other Party shall give the defaulting Party written notice, stating specifically the cause for which the notice of default is given. If, within a period of sixty (60) days after such notice the defaulting Party has not removed and remedied the default, then the Party not in default may cancel this Agreement without any further obligation by immediately furnishing the defaulting Party a notice of cancellation.
- c. Following termination of this Agreement, Customer shall be responsible for payment of all charges attributable to said Goods within the stated periods and for removing the Goods from the Facility upon payment of all charges. If the Goods are not so removed, Company may exercise its rights under applicable law, including but not limited to selling the Goods.

3. Pricing and Payment.

- a. Payment for storage of the Goods during the Initial Term (defined below) is set forth on the invoice attached hereto as Schedule 2. Company shall send invoices for storage of the Goods to Customer on a quarterly basis. Quarterly invoices and pricing for storage





may be updated if the Schedule 1 setting forth the Goods for storage is revised.

- b. Customer shall pay the amount set forth on the invoice upon receipt. Once an invoice amount is past due for thirty (30) days, interest shall accrue on all past due amounts at the rate of eighteen percent (18%) per annum, or the maximum rate allowed by law, whichever is greater.
- c. Customer may not dispute invoices after more than thirty (30) days from date of invoice. In addition, Customer may not offset payment of invoices for disputed claims without the prior written consent of Company.

4. Customer Insurance. Customer shall at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance, or Customer shall elect to self-insure any portion thereof:

- a. All-Risk Property Damage insurance insuring the Goods in an amount not less than the actual Replacement Cost thereof, subject to any commercially reasonable deductible amounts as determined solely by Customer; and
- b. Cargo Insurance on an all risk basis for any and all transportation exposures, whether related to an owned vehicle or a third-party contract or common carrier, in an amount not less than the actual replacement value thereof, subject to any commercially reasonable deductible amounts as determined solely by Customer. Upon Company’s request, Customer shall provide Company a certificate of insurance showing that such insurance coverage has been obtained and procured by Customer.

5. Company Insurance. Goods are not insured by Company for loss or injury however caused, and the limitation of liability set forth in the Terms and Conditions shall apply in all circumstances where Company is legally liable for such loss or damage.

By its signature below, Customer hereby agrees and acknowledges it has read and understands this Agreement and the Terms and Conditions for Warehouse and Storage set forth here (insert hyperlink):

_____ (Customer Name)

_____ (sign)

By: _____ (print name)

Its: _____ (company position)





Schedule 1

Description of Goods

EXAMPLE





Schedule 2

Invoice

EXAMPLE

