

Mad River Food Hub Warehouse Storage Agreement



Issue Date: _____ Receipt Number: _____

This Warehouse Receipt and Storage Agreement is entered into by and between **Mad River Food Hub L3C**, a Vermont limited liability company (“MRFH”); and Customer identified below (“Customer”).

For and in consideration of the rates and fees to be paid by Customer to MRFH as provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MRFH hereby agrees to store the personal property described below (the “Goods”) in its warehouse facility (the “Warehouse”) located at 151 Mad River Canoe Road, Waitsfield, Vermont 05673:

Description of Services:

Type of Storage	Price Per Month	Quantity	Total Monthly Charge
Pallet 64 CF Dry	\$15.00		
Pallet 64 CF Refrigerated	\$25.00		
Pallet 64 CF Frozen	\$45.00		
Additional Odd Pallet Dry	\$0.25 per CU FT		
Additional Odd Pallet Refrigerated	\$0.40 per CU FT		
Additional Odd Pallet Frozen	\$0.75 per CU FT		
	Total		
Receiving/Dispatching Fee	\$10.00		
Material Handling/Packing Fee	On Application		

Description of Goods Stored: Pursuant to this agreement the Description of Goods Stored will be maintained on the **Goods Stored Form** (hereinafter referred to as “GSF”), as the GSF may, from time to time, be amended.

Commencement Date: _____

This Agreement shall be subject in all respects to the Terms and Conditions attached hereto and incorporated herein by this reference. Upon termination of this Agreement, the Goods will be delivered to Customer or to another individual designated by Customer to receive the Goods. The parties hereto agree that MRFH is incurring liabilities in connection with the storage of the Goods, and that MRFH reserves all rights to claim a lien on the Goods in accordance with Vermont law in addition to all other rights and remedies available to MRFH at law or in equity.

MAD RIVER FOOD HUB

By:

Name:

Title:

151 Mad River Canoe Road Unit 1
Waitsfield, VT 05673
Tel 802-498-7379
Fax 802-329-2050

Customer _____

By:

Name:

Title:

Address: _____

Mad River Food Hub Warehouse Storage Agreement



Credit Card Form Storage, Delivery and Material Handling/Packing Fees

Company Name: _____

Account Number: _____

Cardholder Information

Cardholder Name: _____

Cardholder Billing Address: _____

Type of Credit: Visa _____ MasterCard _____

Card Number: _____

Expiration Date: _____ Security Code _____ (3 digit code on back of card)

Total amount to be charge: *As stated in the WAREHOUSE RECEIPT AND STORAGE AGREEMENT and shown on the Monthly Statement provided by MRFH. Should the Cardholder and Customer find an error on the MRFH Statement, Cardholder or Customer shall have three (3) days from the date of Monthly Statement to inform MRFH in writing. MRFH will attempt to correct that error prior to Customer's next statement.*

Cardholder's Signature

Date

I, the cardholder, authorize the amount(s) specified in the WAREHOUSE RECEIPT AND STORAGE AGREEMENT to be charged to the above Credit Card on a monthly basis. I understand that basic charges for Storage on Pallet(s) will be charged monthly and from time to time additional charges will occur for service pursuant the WAREHOUSE RECEIPT AND STORAGE AGREEMENT.

TERMS AND CONDITIONS

1. Term. The Term of this Agreement shall commence on 12:01 A.M. on the Commencement Date, and shall continue thereafter on a calendar-month to calendar-month basis until either party shall have terminated the Agreement by providing not less than thirty (30) days’ written notice to the other of such termination.

2. Charges and Fees. The following charges apply to the storage and handling of Goods shipped to, shipped from, or stored in the Warehouse pursuant to this Agreement: All Charges and Fees are subject to change with thirty (30) days notice from MRFH. All charges and fees payable hereunder by Customer to MRFH shall, if not promptly paid on or before the date due, bear interest at the rate of eighteen percent (18%) per annum (but in no event higher than the highest rate enforceable by law) from the due date until paid.

a) Storage Charges. In consideration for the storage of Goods in the warehouse, Customer shall be responsible for and shall remit to MRFH the following amounts.

Description	Monthly Charge	Monthly Minimum
Pallet 64 CF Dry	\$15.00 per pallet	\$15.00
Pallet 64 CF Refrigerated	\$25.00 per pallet	\$25.00
Pallet 64 CF Frozen	\$45.00 per pallet	\$45.00
Odd Pallet Dry	\$0.25 per CU FT	\$15.00
Odd Pallet Refrigerated	\$0.40 per CU FT	\$25.00
Odd Pallet Frozen	\$0.75 per CU FT	\$45.00

As used herein, the term “Pallet 64 CF” shall refer to a crate or other shipping container or a pallet of Goods measuring approximately four feet on a side. As used herein, the term “Odd Pallet” shall refer to any other container or palletized Goods. All storage charges shall be payable, in advance, at the time the Goods are delivered to the Warehouse, and thereafter, on or before the first day of each calendar month during the Term hereof. In the event any payment hereunder is not timely received by MRFH, a late fee of either 10% of the Monthly Charge or \$10, whichever is greater, will be added to the current Monthly Charge. If the Customer decides to remove or add one or more containers or pallets to storage under this Agreement, such addition or removal will be so noted on the Goods Stored Form, and the Total Monthly Charge will increase or decrease accordingly.

b) Receiving/Dispatching Fees. In addition to any storage charges payable hereunder, Customer shall pay to MRFH a receiving/dispatching fee in the amount of \$10.00 per container or pallet received to or dispatched from the Warehouse, with a minimum fee of \$10.00 per pick up or delivery. All handling fees shall be payable within thirty (30) days of Customer’s receipt of an invoice for said fees.

c) Material Handling/Packing Fee. MRFH reserves the right to assess Customer for any packing and for any additional or extraordinary handling required by Customer. Customer understands that the Material Handling/Packing Fee listed on the first page of this Agreement is an estimate, and that the actual Material Handling/Packing Fee payable hereunder will reflect actual material and labor required, at MRFH’s rates in effect as of the date hereof (a copy of which rates will be provided to Customer upon request). Additionally, MRFH in subsequent pickups and deliveries reserves the right to assess Customer, at MRFH’s standard rates, for additional material handling and/or packing incident to such pickup or delivery. These fees will be recorded on the GPDF for said pickup or delivery.

d) Termination of Pallet Storage Fee. Should Customer chose to remove a container or pallet from storage and not return it, Customer shall notify MRFH of such termination in writing, giving not less than thirty (30) days’ notice. Additionally, MRFH may charge Customer a one-time fee of \$20.00 for each container or pallet so terminated.

3. Customer’s Responsibilities. Customer agrees that it (a) will abide by all rules and regulations now or hereafter established by MRFH with respect to the Warehouse, (b) will comply with all

governmental and public laws and regulations (including, without limitation, those relating to hazardous materials), (c) will not store in the Warehouse at any time any material or substance deemed to be hazardous or illegal by any governmental or public authority, and (d) will obtain and maintain such insurance covering the Goods as Customer shall deem necessary or appropriate. Prior to the expiration or earlier termination of this Agreement, Customer shall remove, or cause to be removed, all Goods from the Warehouse (subject to any lien rights of MRFH). Should Customer fail to make arrangements with MRFH for the timely removal of its Goods from the Warehouse following the expiration or earlier termination hereof, or should Customer default in the timely payment of any charges or fees payable hereunder (which default continues for more than ten (10) days following written notice to customer of such failure), all Goods and other personal possessions of Customer remaining in the Warehouse following either (i) the expiration or earlier termination of the Agreement, or (ii) the tenth day following such notice, shall immediately become the property of MRFH and may, at MRFH's option, be sold or otherwise disposed of in any manner that MRFH, in its sole judgment, shall choose, without liability to Customer for loss or damage thereto, and Customer shall be liable to MRFH for all expenses incurred in such removal, sale or disposal, as well as any damages sustained by MRFH occasioned by such removal, sale or disposal.

4. Limitation of Liabilities. Neither MRFH nor its members, agents, or employees shall be liable for any injury, damage or loss to Goods or other property placed in or about the Warehouse by or on behalf of Customer (including, without limitation, theft or unexplained disappearance of any Goods), and Customer expressly waives any and all claims it may now have against MRFH, its members, agents and employees, in connection with any such injury, damage or loss, unless said injury, damage or loss is solely caused by MRFH's gross negligence or willful misconduct. In the event of loss, damage and/or delay to any shipment, MRFH's liability to Customer will not exceed \$5.00 per pallet. In no event shall MRFH be liable for any special, incidental, punitive, exemplary or consequential damages.

5. Insurance. Customer covenants to provide on or before commencement date, and to keep enforced during the demised term:

- a) Comprehensive general liability insurance (including Premises, products and completed operations, personal injury and other medical payment coverage) relating to the demised Premises and its appurtenances on an occurrence basis with minimum limits of liability in the amount of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death and property damage each occurrence/\$2,000,000 aggregate.
- b) Customer shall also maintain property insurance covering loss or damage to its property in an amount adequate to cover its replacement at the time of loss.
- c) For frozen & refrigerated pallet storage, Customer shall also maintain property insurance covering loss to its property by spoilage or loss of refrigeration. MRFH and Customer hereby waive their rights of subrogation against each other in respect to required or available insurance covering loss to their respective property.

6. Force Majeure. Each Party shall be relieved of its respective obligations under this Contract for the duration of any force majeure, which shall include acts of God, flood, earthquake, hurricane, tornado, fire, acts of a public enemy, acts of terror, war, insurrection, sabotage, governmental order or decree, or similar unusual events beyond the reasonable control of the Party; provided, however, that nothing in this Paragraph shall relieve: (1) Customer from its liability to MRFH for the loss, damage, and/or injury to a shipment as provided herein unless such loss, damage, or injury is caused by the Act of God, the public enemy, the authority of law, or the act or default of MRFH; or, (2) Customer from its obligation to make payment to MRFH for amounts due and owing under this Contract. The Party experiencing a force majeure shall provide written notice to the other Party within three (3) days of the onset of the event and again within five (5) days of termination of the event. The initial notice shall fully describe the force majeure, including its cause and likely duration.

7. Miscellaneous. This Agreement will be interpreted and enforced in accordance with the laws of the State of Vermont. Default by Customer or any Customer affiliate under any other agreement between Customer or any Customer affiliate and MRFH or any MRFH affiliate shall constitute a default hereunder. As used herein, "affiliate" shall mean any sole proprietorship, partnership, corporation, or other business entity in which a party hereto is a beneficial owner or active participant. This Agreement represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes and cancels any and all prior negotiations, agreements, understandings, and inducements relative thereto. The terms, covenants and conditions of this Agreement may not be waived, changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the waiver or change is sought. Neither the failure of MRFH to insist in any one or more cases upon the strict performance of any agreement, term, covenant or condition of this Agreement to be performed or observed by Customer, or to exercise any right or remedy consequent upon a breach hereof, nor the acceptance by MRFH of full or partial payment of charges or fees payable hereunder, shall constitute a waiver or relinquishment for the future of any such agreement, term, covenant, condition, right, remedy or default. If any amounts owing under this Agreement are collected by or with any assistance from or consultation with any attorney at law, Customer covenants and agrees that it shall be liable for all costs of collection, including, without limitation, MRFH's actual attorneys' fees, not to exceed fifteen percent (15%) of all amounts so collected. Time is of the essence of this Agreement and each and all of its provisions.