## STORAGE CONTRACT TERMS & CONDITIONS

This Storage Contract is made between Art Care International, dba Lawrence Fine Art Services, a California corporation ("LFAS") and Client. All oral or written representation relating to the subject of this contract have been incorporated herein, and no other terms or conditions, other than those set forth herein, are applicable. This contract shall not be changed or modified in any way except in writing signed by LFAS and the Client.

- 1. LFAS will provide to Client storage of Client's artwork (the "Artwork"). The Artwork is identified in the receipt attached hereto and any additional items received after the date of this contract. The Client represents and warrants to the LFAS that he is the legal owner or in lawful possession of the Artwork and has the legal right and authority to contract for services for all of the Artwork tendered.
- 2. This contract may be cancelled by either party upon 30 days written notice.
- 3. Storage charges become applicable upon the date that LFAS accepts care, custody and control of the Artwork. All storage charges shall be as set forth in the attached Storage Receipt and Contract and shall be paid monthly on the first day of the month as "storage charges." Insurance provided by LFAS, if any, shall be billed as part of storage charges.
- 4. A full month of storage charge will apply on all Artwork received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all Artwork received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Artwork in storage on the first day of the next and succeeding calendar months.
- 5. LFAS may mail or provide to Client monthly invoices for storage charges, which must be paid by the Client within ten (10) days of mailing the invoice. A service charge of 1 1/2% per month (18% per annum) will be added to any balance thirty (30) days past due from the date of mailing such invoices.
- 6. LFAS reserves the right to terminate this contract in the event of any violation of the terms of this Contract, without any obligation to refund storage charges. In the event of such termination, Client will remove its Artwork within ten (10) days of mailing notice of such termination to Client. LFAS reserves the right to remove, haul and store the Artwork at Client's expense in the event Client fails to timely remove the Artwork.
- 7. The Artwork will be subject to a claim of lien for unpaid storage charges and may be sold to satisfy the lien if the storage charges due remain unpaid for a period of sixty (60) days. After one hundred twenty (120) consecutive days of non-payment on the account, the Artwork will be deemed "abandoned or unclaimed property."
- 8. Attorney's fees, court costs or other costs incurred in the collection of delinquent accounts shall be paid by Client.
- 9. Client shall maintain at all times while the Artwork is in the LFAS's storage facility, adequate insurance equal to the value of the Artwork against all risks.
- 10. LFAS will not be responsible nor liable for damage to Client's Artwork arising out of water, freezing, ice, rain, storm, lightning, fire, flooding, earthquake or any other occurrence arising out of acts or forces of nature or terrorism. LFAS will not be responsible for any articles injured or broken, except to the extent covered by insurance provided by LFAS. Unless insured by LFAS, stored items shall have a value of 60¢ per pound. LFAS's liability hereunder, if any, shall not exceed this amount.
- 11. IT IS UNDERSTOOD AND AGREED BY CLIENT THAT, UNLESS STORED ARTWORK IS INSURED BY LFAS, LFAS ASSUMES NO OBLIGATION, RESPONSIBILITY, DUTY OR LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL LOSS, DAMAGE, THEFT, VANDALISM OR ANY OTHER DAMAGE, ARISING OUT OF OR IN ANY WAY FROM THE STORAGE OF THE ARTWORK, INCLUDING, WITHOUT LIMITATION TO LOSS OF PROFIT.
- 12. Client will provide the LFAS with information concerning the stored Artwork, which is accurate, complete and sufficient to allow LFAS to comply with all laws and regulations concerning the storage, handling and transporting of the stored Artwork.
- 13. Access to the LFAS's storage facilities is by appointment only and hours of access are Monday through Friday from 9:00 a.m. to 4:00 p.m., excluding public holidays.