

THE UPS STORE COLLEGE STORAGE AGREEMENT

The UPS Store, 1643 Warwick Ave, Warwick, RI 02889 (401) 738-4612

TO RESERVE STORAGE, COMPLETE THE TOP SECTION ONLY AND EMAIL TO college@theupsstoreri.com

WE WILL COMPLETE THE LIST OF ITEMS AND VALUE AT TIME OF PICKUP

Name _____

School _____

Dorm Building _____

Home Address _____

City, State, Zip _____

Phone _____

Email _____

List of Storage Items (*List large/valuable items individually, ex. Bicycle = \$300,
List smaller items in categories, ex. Clothing = \$200*)

<u>Item</u>	<u>Value</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total Value	_____

I acknowledge that I have read and accept the terms of the attached contract.

Signature _____ Date _____

(Sign only upon the return of your items) I acknowledge that all storage items were received and are in good condition. Any missing/damaged items must be reported per the claim terms of this agreement.

Signature _____ Date _____

Services

The UPS Store provides storage services for college students which includes pickup and delivery of items to be stored at our storage facility located at 1643 Warwick Avenue, Warwick, Rhode Island 02889. In the event you need access to any items in storage, you may visit our storage facility during normal business hours. We request that you contact our facility 24 hours prior to your arrival so that we can pull your items from our storage area.

Prohibited Items

The UPS Store reserves the right to refuse to store any boxes or storage containers that contain any of the following items:

1. Liquids other than paint or art supplies that are properly sealed as determined by The UPS Store in its sole discretion;
2. Alcohol/drugs;
3. cash;
4. perishable items;
5. hazardous materials;
6. firearms;
7. items of value greater than \$1000 such as jewelry and collectibles; and
8. items that are prohibited by any state or federal law, rule or regulation.

The UPS Store reserves the right to open and inspect any box or container in its sole discretion.

The UPS Store reserves the right to discard any liquids that are stored in violation of these Terms and Conditions without notice to you or your consent.

Lost or Damaged Items

The UPS Store is responsible for loss or damage of stored items up to the insured value declared at time of storage (up to a maximum of \$1000 per piece or \$2500 per contract). You agree and acknowledge that The UPS Store is not responsible for damage to (i) items that are broken inside of a box or storage container without visible damage to the box or storage container, (ii) minor damage due to normal handling, (iii) boxes or storage containers, (iv) electronic items that are not stored in the original packing, and (v) Ready to Assemble furniture and storage units. You further agree and acknowledge that any liability of The UPS Store for items that are lost or damaged or any other claims against The UPS Store arising out of the services provided by The UPS Store is limited to Three Hundred Dollars (\$300). You agree and acknowledge that in no event are you entitled to any type of damages in excess of Three Hundred Dollars (\$300) unless you purchased additional insurance from The UPS Store.

To submit a claim for items that are lost or damaged you must submit a claim in writing no later than Seventy Two (72) hours after the item was delivered to you. For claims of damage, you must also submit pictures of the item that is damaged and evidence that the item was properly packed. You must keep all packing material as The UPS Store reserves the right to conduct an on-site inspection of the packaging.

Abandonment

In the event that you do not arrange to have your items in storage delivered within one (1) year of the date The UPS Store took possession or you have an outstanding balance owed to The UPS Store for a period of one (1) year, you will be deemed to have abandoned all items in The UPS Store's possession. In the event of abandonment, The UPS Store reserves the right to donate, sell or otherwise dispose of such items in any manner that The UPS Store deems appropriate and The UPS Store will not be liable in any manner to you for the value of those items or any proceeds received from a sale.

Acceptance of Terms

Your signature below constitutes your agreement and acceptance without modification of the notices, terms and conditions set forth herein. Other than agreements between you and The UPS Store relating to the sale of products or services to you, The UPS Store will not enter into any agreement with you or obligation to you and no attempt to create such an agreement or obligation will be effective. The UPS Store reserves the right to change or modify these Terms and Conditions at any time in its sole discretion without notice.

Force Majeure

The UPS Store shall not be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, war risks, shortages, or any other circumstances or causes beyond the control of The UPS Store in the conduct of its business.

Disclaimer

The UPS Store's services are provided "as is" without warranty of any kind, express or implied, other than as specifically provided in these Terms and Conditions. The UPS Store specifically disclaims any warranties and conditions of any kind with respect to its services including but not limited to all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL THE UPS STORE OR ANY OF ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, SUCCESSORS, AND/OR ASSIGNS BE RESPONSIBLE OR LIABLE FOR ANY INJURY TO PERSON, ANY DAMAGE TO PROPERTY, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF THE UPS STORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE UPS STORE. THE UPS STORE'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, DAMAGES IN THE AMOUNT OF THREE HUNDRED DOLLARS (\$300). In some jurisdictions, limitations of liability are not permitted and as a result some of the foregoing limitations and conditions may not apply. In all other cases, these limitations and conditions shall apply to the fullest extent permitted by applicable law.

Indemnification

You agree to indemnify and hold The UPS Store, and its directors, officers, owners, and agents, harmless from and against any and all losses, liabilities, claims, costs, damages, or expenses of any kind, including any reasonable attorneys' fees and costs, resulting from, arising out of, or connected in any way with (i) your failure to comply with these Terms and Conditions, (ii) any and all claims by third parties regarding your items stored by The UPS Store, (iii) your failure to comply with any federal, state or local laws or regulations, (iv) any injury to or the death of any person caused by your items stored by The UPS Store, (v) property damages caused by your items stored by The UPS Store, and (vi) any loss of or damage to any property of any person, as well as any and all claims, actions, suits, proceedings, demands, assessments, losses, liabilities, judgments, costs, and legal or other expenses incident to the foregoing.

Governing Law

These Terms and Conditions and any services provided by The UPS Store is being delivered and is intended to be performed in the State of Rhode Island, and shall be construed and enforced in accordance with the laws of that state without reference to the rules of conflicts of laws thereof. In any litigation connected with or arising out of any services provided by The UPS Store and/or these Terms and Conditions, the parties hereto hereby consent to and confer exclusive jurisdiction on the courts of the State of Rhode Island and on the United States District Court for the District of Rhode Island, and hereby expressly waive any objections to venue or forum non conveniens in any such courts.

Miscellaneous

Any of the part, provisions, or warranties set forth herein are severable and separable, and in the event that they, or any one of them, shall be deemed to be void, invalid, or unenforceable by a court of competent jurisdiction; then this Agreement shall be interpreted as if such void, invalid, or unenforceable parts, provisions, or warranties were not set forth herein, and the remaining provisions hereof shall remain enforceable to the extent permitted by applicable law. There are no agreements, representations, warranties, covenants, or conditions, either precedent or subsequent, between the parties unless specifically set forth in these Terms and Conditions. These Terms and Conditions is subject to no understandings, conditions, or representations other than those expressly stated herein. In the event that any party hereto is required to engage the services of legal counsel to enforce its rights under these Terms and Conditions against any other party hereto, regardless of whether such action results in litigation, the prevailing party shall be entitled to collect and recover reasonable attorneys' fees and costs from such other party, which in the event of litigation shall include fees and costs incurred both at trial and on appeal.