

PRIMEPIANO LLC  
63 RAMAPO VALLEY ROAD  
MAHWAH, NJ 07430  
201-930-8588  
[www.primepiano.com](http://www.primepiano.com)  
[info@primepiano.com](mailto:info@primepiano.com)

STORAGE CONTRACT

This Agreement for storage is by and between Prime Piano LLC, with its principal office at 63 Ramapo Valley Road, Mahwah, NJ, and Client (Name)

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HELP US NEVER LOSE CONTACT WITH YOU  
PLEASE PRINT

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
HM TEL #: \_\_\_\_\_ WK #: \_\_\_\_\_  
CELL #: \_\_\_\_\_  
TEL. #: \_\_\_\_\_

ALTERNATE CONTACT NAME: \_\_\_\_\_

WHEREAS, Client finds that Prime Piano LLC (The Company), is willing to provide storage hereinafter described in accordance with the provisions of this Agreement; and BOTH PARTIES AGREE AS FOLLOWS:

1. SERVICES

1) Piano to be stored in a climate controlled facility at all times while in the care of Prime Piano, LLC.

2) Upon notification from customer, piano will be removed from storage and delivered to the requested address.

(Additional Charges may apply see Terms and Conditions on Reverse.)

2. PAYMENT AND INVOICING TERMS.

Payment for Services. The Company will be paid as follows:

1) Payment for the entire move (if applicable) plus storage setup fee, IS PAID DIRECTLY TO THE MOVER

\$125.00 per/month STORAGE FEE

2) Invoicing.

1) Auto Debit from Valid Credit/Debit Card

Payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid.

2) Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the company may withhold said property until payment is made in full.

3) After 120 consecutive days of nonpayment on the account, the property will be deemed "abandoned or unclaimed property". At the company's discretion, property may be liquidated or sold to pay for any outstanding storage fees, or other charges incurred in the attempt to collect them. All collection and or attorney fees are to be paid by Client.

Prime Piano, LLC  
63 Ramapo Valley Road  
Mahwah NJ

Date: \_\_\_\_\_

Customer

Signature: \_\_\_\_\_

Piano Make, Model, Serial # \_\_\_\_\_

#### TERMS AND CONDITIONS

The customer and the company agree to the following terms and conditions:

**OWNERSHIP OF PROPERTY:** The customer has represented and warranted to the company that he is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, upon provisions, limitations, terms and conditions herein set forth and that there are no existing liens, mortgages or encumbrances on said property. If there be any litigation as a result of the breach of this clause customer agrees to pay all charges that may be due together with such costs and expenses including attorneys fees which this company may reasonably incur or become liable to pay in connection therewith and this company shall have a lien on said property for all charges that may be due them as well as for such costs and expenses.

#### PAYMENT:

(A) It is agreed that the company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due, will be sold at public auction to pay said accrued charges and expenses of the sale, after due notice to the depositor, and publication of the time and place of said sale, according to law.

(B) The company shall have a further lien for all monies advanced to any third parties for account of the depositor.

(C) Accounts are due and payable monthly in advance. All charges must be paid in cash, check, money order, cashier's check, or major credit card (Visa, MasterCard, Discover) before delivery.

#### LIABILITY:

(A) The company when transporting to or from the warehouse for permanent storage acts as a private carrier only, reserving the right to refuse any order for transporting.

(B) This contract is accepted subject to delays or damages caused by war, insurrection, labor troubles, strikes, Acts of God or

the public enemy, riots, the elements, street traffic, elevator service or other causes beyond the control of the company.

(C) The company is not responsible for any fragile articles injured or broken. The company will not be responsible for mechanical or electrical functioning of any article.

(D) No liability of any kind shall attach to this company for any damage caused to the goods by inherent vice, moths, vermin, rust, fire, water, fumigation, or deterioration.

(E) Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage

arising out of storage, transportation, packing, unpacking, clearing or handling of the goods and the liability of the company for

any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited

to the standard/minimum amount set by the company and based on the size of the instrument. The depositor or owner having

been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which

would make the company liable and to pay the higher rate based thereon.

**TERMINATION OF STORAGE:** The company reserves the right to terminate storage of the goods at any time by giving the

depositor 30 days written notice of its intention to do so and unless the depositor removes such goods within that period the company is

hereby empowered to have the same removed at the cost and expense of the depositor.

And upon so doing the company shall be

relieved of any liability with respect to such goods therefore or thereafter incurred.

**ADDRESS AND CHANGE:** It is agreed that the address of the depositor of goods for storage is as given on the front side of this

contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the

company.

**FILING OF CLAIM –NOTICE:**

(A) As a condition precedent to recovery, claim must be in writing, supported by a paid freight bill and filed with the company's

claims department. No action may be maintained by the depositor against the company either by suit or arbitration to recover

for claimed loss or damage, unless commenced within twelve (12) months next after the date of delivery by the company.

(B) The company shall have the right to inspect and repair alleged damaged articles

**CORRECTION OF ERRORS:** The depositor agrees that unless notice is given in writing to the company within ten days after the

receipt of the inventory list accompanying the warehouse receipt and made a part thereof including any exceptions noted thereon as to

the condition of the property when received for storage, the inventory list shall be deemed to be correct and complete.

**ARBITRATION:** Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected thereby, whether such claims be found in tort or contract shall be settled by arbitration law of the Company's State and under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator(s) may not vary or modify any of the foregoing provisions.

**AGREEMENT:** The contract represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all the property of any nature or description which the company may now or any time in the future store, pack, transport or ship for the owner's account.

**GENERAL CONDITIONS:**

(A) If goods cannot be delivered in the ordinary way by stairs or elevator, the owner agrees to pay an additional charge for hoisting or lowering or other necessary labor to affect delivery. Customer shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the customer. Customer agrees to pay the hourly charge in this contract for waiting time caused by lack of sufficient elevator service.

(B) Moving charges do not include the taking down or putting up of doors, fixtures, banisters or other fittings, or the relaying of floor coverings, or similar services. All such provisions will be made and paid for by customer prior to and after our arrival.