

## TERMS AND CONDITIONS

The following terms and conditions for moving or storage services are entered into by and between “Martinson Piano Moving, LLC” and the undersigned “Customer” this \_\_\_\_\_ day of \_\_\_\_\_, 2021. Where the Customer authorizes and permits Martinson Piano Moving, LLC to provide moving and/or storage services it is deemed to accept the terms and conditions set forth herein.

### 1. **Definitions.**

- 1.1 “Agreement” means these terms and conditions as set forth herein and incorporates by reference as though set forth herein, any additional documents required by Martinson Piano Moving, LLC to be signed by Customer.
- 1.2 “Company” means Martinson Piano Moving, LLC.
- 1.3 “Customer” means person authorizing and permitting Martinson Piano Moving, LLC to provide moving and/or storage services.
- 1.4 “Property” means any piano(s) or equipment for which Customer authorizes Martinson Piano Moving, LLC to move and/or store under the terms and conditions herein.

2. **Ownership of Property.** The Customer represents and warrants to the Company he/she is the legal owner or in lawful possession of the Property and has the legal right and authority to contract for services for all Property tendered upon the provisions, limitations, terms and conditions herein set forth and there are no existing liens, mortgages, or encumbrances on the Property.

3. **Term.** All storage services will be provided on a month-to-month basis.

### 4. **Payment.**

- 4.1 The Company shall have a general lien upon any Property deposited with it now or hereafter. All Property deposited upon which storage and all other charges are not paid when due and account lapses to six-months of non-payment by the Customer, will be sold at public or private auction to pay said accrued charges and the expenses of sale, after due notice according to law. Customer will remain liable for any balance remaining due after the sale if the proceeds of the sale are deficient to pay all amounts due.
- 4.2 Accounts are due monthly in advance. All charges must be processed through a third-party credit card processing company, Stripe. The Company retains the right to change third-party credit card processing company if deemed necessary. Any balance of unpaid charges must be paid in full before any Property will be released.
- 4.3 A Fifty and 00/100ths Dollars (\$50.00) late charge shall be paid by Customer if the rent is not received by the 5th day of the month. In the event rent is not paid by the 10th of the month the Company may deny access to Customer to the premises until the past due rent is paid in full together with late payment penalties. No billing statements are mailed.
- 4.4 Current Property Storage Rental is as follows: Fifty-Five and 00/100<sup>th</sup> Dollars (\$55.00) per month for Upright and Vertical Pianos, Sixty-Five and 00/100<sup>th</sup> Dollars (\$65.00) per month for Grand Pianos up to and including 6’4” in length, Seventy-Five and 00/100<sup>th</sup> Dollars (\$75.00) per month for Grand Pianos up to and including 7’6” in length, Ninety-Five and 00/100<sup>th</sup> Dollars (\$95.00) for Grand Pianos over 7’6” in length. Any increases in fees will be provided by the Company with a thirty-day written notice to Customer’s email on file.

### 5. **Access.**

- 5.1 Seventy-two-hour notice is required for Customer to access their Property at the Company storage facility. Arrangements must be made with the office to schedule an appointment.
- 5.2 Customer/Owner of Property must be always present during access appointment.
- 5.3 There will be a Fifty and 00/100ths Dollars (\$50.00) access cost for retrieving and/or setting up Property and returning Property for each appointment. Cost is due at the time of the appointment.

### 6. **Liability.**

- 6.1 The Company, when transporting to or from the warehouse for storage, acts as a private carrier only, reserving the right to refuse service and order for transport.
- 6.2 This Agreement is accepted subject to any delays or damages caused by war, insurrection, labor troubles, strikes, Acts of God or the public enemy, riots, the elements, street traffic, elevator services, or other causes beyond the control of the Company.
- 6.3 All personal property stored within or on the Company’s premises by Customer shall be at Customer’s sole risk. Company and Company’s agents shall not be liable to Customer for any damage or loss to any personal property while stored at the leased premises, arising from any cause whatsoever, including, but not limited to theft, fire, earthquake, water damage, mysterious disappearance, rodents, Acts of God, or the active or passive acts or omissions of Company or Company’s agents. The Company recommends the Customer obtain private property insurance to cover any damage or loss.

- o 6.4 Insurance: The Company is under no obligation to provide insurance for Customer's property. Insurance is Customer's responsibility. Customer, at Customer's expense, agrees to maintain a policy of fire, earthquake and extended coverage insurance with theft, vandalism, and malicious mischief endorsement for at least 10 percent of full replacement of such property as determined by Customer. This insurance is for the benefit of both the Customer and the Company. In the event Customer acquires such insurance with a licensed insurance company, Customer expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Customer against the Company, or the Company's agents and employees.
  - o 6.5 No liability of any kind shall attach to the Company for any preexisting damage to property.
7. **Termination of Service.**
- o 7.1 This Agreement and all services or storage provided may be terminated by either party by giving thirty (30) days' written notice. Written notice may be by regular mail, certified mail, or email. Regular mail and certified mail shall be deemed delivered three days after the postmarked date. Email shall be deemed delivered 24 hours after being sent.
  - o 7.2 Customer shall provide a valid address for notice purpose at the time of entering into agreement for services. Company shall rely upon such address of Customer as given until a change of address is provided in writing.
8. **Attorney Fees.** If the services of an attorney are required to enforce this Agreement or any terms contained herein, then the substantially prevailing party shall be entitled to costs and reasonable attorney fees in any proceeding and on any appeal therefrom. As used herein, "substantially prevailing party" shall mean the party for whom the larger of a money judgment is awarded.
9. **Venue.** If any action is commenced regarding this Agreement, then the parties agree that venue shall be in the Superior Court for Snohomish County, Washington.
10. **Entire Agreement.** This Agreement, along with all other documents referred to in this Agreement, which are incorporated herein by reference, constitutes the entire agreement contemplated by the parties. No promise or undertakings of any kind, whether made contemporaneously herewith or prior hereto is to be or considered a part of this Agreement.
11. **No Waiver On Subsequent Breach.** A waiver of a breach of any of the terms or conditions of this Agreement shall not be construed as a waiver of any later breach. Any consent to a delay in the performance or any other obligation of Customer will be applicable only to that particular transaction to which it relates and it shall be in writing and shall only be allowable if in writing, and it shall not apply to any other obligation or transaction. Delay in enforcement of any remedy in the event of a breach of any term or condition of this Agreement, or in the exercise by either party of any right under or pursuant to this Agreement, shall not be construed as a waiver.
12. **Survival.** The terms and provisions of this Agreement shall survive and not merge in or otherwise be revoked or rescinded upon completion of the Agreement and/or final payment.

Martinson Piano Moving, LLC

By: \_\_\_\_\_  
Eric Martinson, Member

Customer:

\_\_\_\_\_  
(Print name)

Phone number:  
Address:  
Email address:

\_\_\_\_\_  
(Print name)

Phone number:  
Address:  
Email address: