



AML USE RECEIPT NUMBER: \_\_\_\_\_  
 AML USE - WAREHOUSE LOCATION: \_\_\_\_\_  
 AML USE COMMENCEMENT DATE: \_\_\_\_\_

**STORAGE AND MATERIAL HANDLING AGREEMENT**

COMPANY NAME \_\_\_\_\_  
 NAME OF SHOW \_\_\_\_\_  
 BOOTH NUMBER \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 REDELIVER TO / HOLD FOR \_\_\_\_\_

This agreement (the "Agreement") sets forth the terms upon which AmericasMart Logistics, LLC ("AML") agrees to store at its warehouse facility in Hapeville, Georgia certain personal property of the above-named company ("Customer"), and to transport such personal property between said warehouse and that certain trade mart facility in Atlanta, Georgia known as AmericasMart-Atlanta. This Agreement shall be subject in all respects to the Terms and Conditions which appear on the reverse hereof and which are incorporated herein by this reference.

**DESCRIPTION OF GOODS**

AML VERIFY	QUANTITY	PRICE PER MONTH	TOTAL MONTHLY CHARGE	TOTAL ONE-TIME CHARGE	
		\$20.00	\$	\$	STANDARD PALLET (4' X 4' X 5' OR SMALLER)
		\$37.50	\$	\$	ODD PALLET (LARGER THAN 4' X 4' 5')
		\$20.00	\$	\$	STANDARD CRATE (4' X 4' X 5' OR SMALLER)
		\$37.50	\$	\$	ODD CRATE (LARGER THAN 4' X 4' 5')
					TOTAL NUMBER OF CRATES AND PALLETS
				\$	\$ MATERIAL HANDLING CHARGES (\$42 PER PALLET / CRATE)
				\$	\$ TOTAL CHARGES

**VISIBLE INSPECTION OF PALLET(S) / CRATE(S)**

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ AMERICASMART LOGISTICS: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

## 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 charges indicated on the reverse hereof apply to the storage and handling of all merchandise, trade fixtures, and other personalty described on the reverse hereof (the "Goods") shipped to, shipped from, or stored in AML's warehouse facility located at 4361 International Parkway, Hapeville, Georgia 30354 (the "Warehouse") pursuant to this Agreement: All Charges and Fees are subject to change upon not less than thirty (30) days' notice from AML. All charges and fees payable hereunder by Customer to AML 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. AML reserves the right to assess Customer for any packing and for any additional or extraordinary handling required by Customer (as more particularly described in Paragraph 3, below) at AML's rates in effect as of the date hereof (a copy of which rates will be provided to Customer upon request).

**3. Customer's Responsibilities.** Customer shall be solely responsible for packing, crating, and/or palletizing the Goods for shipment and storage. Should AML, in its discretion, agree to assist Customer with crating or palletizing packed Goods, AML reserves the right to assess an additional charge for such services at its standard rates from time to time in effect. In addition, Customer agrees that it will: (a) abide by all rules and regulations now or hereafter established by AML with respect to the Warehouse, (b) comply with all governmental and public laws and regulations (including, without limitation, those relating to hazardous materials), (c) 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) 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 AML). Should Customer fail to make arrangements with AML 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 personalty of Customer remaining in the Warehouse following such expiration or earlier termination of the Agreement, or the tenth day following such notice, as the case may be, shall immediately become the property of AML and may, at AML's option, be sold or otherwise disposed of in any manner that AML, in its sole judgment, shall choose, without liability to Customer for loss or damage thereto, and Customer shall be liable to AML for all expenses incurred in such removal, sale or disposal, as well as any damages sustained by AML occasioned by such removal, sale or disposal.

**4. Limitation of Liabilities.** Neither AML 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 AML, its members, agents and employees, in connection with any such injury, damage or loss, unless said injury, damage or loss is solely caused by the gross negligence or willful misconduct of AML's employees or agents acting within the scope of their employment or agency. In the event of injury, damage or loss for which AML may be liable hereunder, AML's liability to Customer will not exceed \$5.00 per pallet. In no event shall AML be liable for any special, incidental, punitive, exemplary or consequential damages.

**5. 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 Customer from its obligation to make payment to AML 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 following termination of the event. The initial notice shall fully describe the force majeure, including its cause and likely duration.

**6. Miscellaneous.** This Agreement will be interpreted and enforced in accordance with the laws of the State of Georgia. Default by Customer or any Customer affiliate under any other agreement between Customer or any Customer affiliate and AML or any AML affiliate shall constitute a default hereunder. As used herein, an "affiliate" of a party hereto shall mean any proprietorship, partnership, corporation, or other business entity in which controls, is controlled by, or is under common control with such party. 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 AML 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 AML 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, AML'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



# AmericasMart<sup>®</sup> LOGISTICS

CREDIT CARD FORM

**Return Credit Card Form to: AmericasMart Logistics, LLC**  
240 Peachtree Street, NW  
Suite 2200  
Atlanta, GA 30303  
ATTN: MARIA LOSITO

**PHONE: 877-588-8930      FAX: 678-686-5257**

**Company Name:** \_\_\_\_\_

**Name as it Appears on Card:** \_\_\_\_\_

**Cardholder Billing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Type of Credit:**      **Visa** \_\_\_\_\_      **MasterCard** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_ (3 digit code on back of card)

	<u>ONE TIME CHARGES</u>	<u>MONTHLY RECURRING CHARGES</u>
<input type="checkbox"/> Transportation (Quote*)	\$ _____	\$ _____
<input type="checkbox"/> Delivery Fee	\$ _____	\$ _____
<input type="checkbox"/> Material Handling	\$ _____	\$ _____
<input type="checkbox"/> Packaging Supplies	\$ _____	\$ _____
<input type="checkbox"/> Storage	\$ _____	\$ _____
<input type="checkbox"/> All Inclusive	\$ _____	\$ _____
<input type="checkbox"/> Adjusted Storage	\$ _____	\$ _____

**Total Amount to be Charged:**      \$ \_\_\_\_\_      \$ \_\_\_\_\_

Recurring Charges are as stated in the WAREHOUSE RECEIPT AND STORAGE AGREEMENT and shown on the Monthly Statement provided by AML. Should the Cardholder and Customer find an error on the AML Statement, Cardholder or Customer shall have three (3) days from the date of the Monthly Statement to inform AML in writing. AML will attempt to correct that error prior to Customer's next statement.

\* Transportation fees are quotes and may change based on weight. You will be charged for the actual certified weight of your shipment.

\_\_\_\_\_  
Cardholder's Signature

\_\_\_\_\_  
Date

I, the cardholder, authorize the amount(s) listed to be charged to the above Credit Card on a one-time or recurring basis as specified above and/or in the WAREHOUSE RECEIPT AND STORAGE AGREEMENT.