



## **STORAGE AGREEMENT**

### **PARTIES:**

**First Party:** AGRI-SERVICE, LLC, referred to in this Storage Agreement as "Agri-Service"

**Second Party:** \_\_\_\_\_  
referred to in this Storage Agreement as "Customer"

### **RECITALS:**

1. Customer has purchased from Agri-Service, and the Customer is the owner of the equipment that is described as follows: \_\_\_\_\_

2. Customer desires to store Customer's Equipment with Agri-Service and Agri-Service is willing to store Customer's Equipment for the Customer on the terms set forth in this Storage Agreement.

### **AGREEMENT:**

Agri-Service and Customer do hereby agree as follows:

1. **Storage** Agri-Service will store Customer's Equipment at Agri-Service's facility located at \_\_\_\_\_ Customer's Equipment will be stored using the same care in which Agri-Service stores Agri-Service's own equipment. Customer's Equipment will be separated from other items of equipment and will be identified as being owned by Customer.

2. **Title and Risk of Loss** Title to Customer's Equipment at all times remains with Customer, even though possession of Customer's Equipment may not yet been transferred to Customer. Customer is entitled to possession of Customer's Equipment at any time, upon first giving Agri-Service reasonable notice of not less than one (1) business day. Customer has no "in and out" privileges with respect to storage of Customer's Equipment. Customer acknowledges that Customer bears all risk of loss or damage to Customer's Equipment during storage, including damage as a result of fire, theft, vandalism, or any other cause. Customer agrees to cover Customer's Equipment under Customer's own policy of property damage insurance and to name Agri-Service as an additional insured.

3. **Storage Fee** Agri-Service shall charge Customer a storage fee in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month. Said fee shall accrue during the entire storage period and shall be paid by Customer in monthly installments or, at the election of Agri-Service, in a lump sum payment when the Customer picks up Customer's Equipment from storage.

4. **Warranty Period** Customer acknowledges that the term for certain manufacturer warranties may commence running upon transfer of title to Customer and accordingly, the period in which Customer's Equipment remains under warranty may be reduced by the period in which

Customer's Equipment is in storage. Customer is advised to review the terms of manufacturer's warranty to determine what effect, if any, the storage will have on the length of warranty coverage.

## **5. Termination, Transportation, and General**

**a.** Agri-Service may terminate this Agreement at any time upon first giving customer five (5) days' notice of termination and Customer has no more than thirty (30) days after the notice of termination to remove Customer's Equipment from Agri-Service's facility. Customer may terminate this Agreement on giving Agri-Service five (5) business days' notice of termination and removing Customer's Equipment from Agri-Service's facility and Customer has no more than thirty (30) days after the notice of termination to remove equipment from Agri-Service's facility. Customer shall be responsible for arranging for and paying all costs for transportation for moving Customer's Equipment from Agri-Service's facility to Customer's preferred destination unless otherwise agreed upon or provided in the terms and conditions of sale or service.

**b.** Any notice required or convenient to be given under this Agreement shall be in writing. Notices shall be effectively given if transmitted electronically, sent by United States first-class mail, postage prepaid, or addressed to the parties as follows:

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agri-Service: Agri-Service, LLC  
3085 Kimberly Rd  
Twin Falls, ID 83301

Notices given by United States mail shall be deemed effective two (2) days after the date of mailing. Notices given by phone are effective when given if confirmed within three (3) days by email, or mail.

**c.** This Storage Agreement sets forth the entire agreement of the parties concerning the subject matter of this Storage Agreement. This Storage Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto.

### **AGRI-SERVICE, LLC**

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

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

### **CUSTOMER**

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

Printed Name: \_\_\_\_\_

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