

BIGHAM *The* MOVER

LIMITED

STORAGE CONTRACT

To: BIGHAM The MOVER LIMITED, 400 Springbank Ave. S. Woodstock, Ont. N4S 7WS

I (we), _____ the depositor(s)
FULL NAME(S)

of _____
OLD ADDRESS

hereby authorize Bigham The Mover Limited (the Company) to move my/our household goods
from _____
PRESENT LOCATION OF GOODS

and place them in storage. The Company will issue a Warehouse Receipt in my/our name(s) and mail it to
the address given below.

Mailing Address _____ Res. tel. _____
_____ Work tel. _____
_____ Other tel. _____

Depositor's Instruction to Allow Other Person(s) Access and Removal Privileges:

I (we) hereby authorize the Company to release all or any part of the goods stored to:
_____ of _____
and _____ of _____

The above named person(s) must present to the Company the Warehouse Receipt, which will be issued to
me, to be allowed to access or remove goods . Or, the above named person is not required to present the
Warehouse Receipt and may have access, or remove goods, by proper identification and their signature
alone .

Date _____ Signed _____,
THE DEPOSITOR SECOND DEPOSITOR

Please Choose an Option Below:

OPTION ONE DECLARATION OF REPLACEMENT VALUE

I declare the replacement value of the subject goods stored with the Company to be \$ _____. I
request the Company to arrange insurance in the amount declared and agree to pay an additional fee of
\$0.80 per \$1000.00 per month. I understand the terms of the insurance coverage to be summarized in
Appendix A printed on the reverse of this form (Minimum acceptable replacement value \$32.50 per cubic
foot)

Depositor's Signature _____ Date _____

OPTION TWO DECLARATION OF ACTUAL CASH VALUE

I declare the actual cash value of the subject goods stored with the Company to be \$ _____. I
request the Company to arrange insurance in the amount declared and agree to pay an additional fee of
\$0.80 per \$1000.00 per month. I understand the terms of the insurance coverage to be summarized in
Appendix A printed on the reverse of this form (Minimum acceptable replacement value \$13.00 per cubic
foot)

Depositor's Signature _____ Date _____

OPTION THREE RELEASE TO LIMITED LIABILITY

I do not wish the Company to arrange insurance coverage on the subject goods stored with the Company. I
understand that the liability of the company for loss or damage will not exceed \$6.50 per cubic foot of the
total volume of the lot and a maximum value of \$200.00 for any single item or packing container. Under
this option the terms and conditions of storage will be as explained in Appendix B and printed in The
Statement of General Terms and Conditions on the reverse of this form.

Depositor's Signature _____ Date _____

DEPOSITOR'S ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I certify that I am the owner of said goods or the agent of the owner, and I have lawful right to store them.
I have chosen one of the above three options by my signature. I have read, understand and accept the terms
of this contract including the relevant Appendix of General Terms and Conditions on the reverse.

Date _____ Signed _____,
THE DEPOSITOR SECOND DEPOSITOR

Date _____ Signed _____
BIGHAM THE MOVER LIMITED

Appendix A (Applicable for Options One and Two to Summarize Insurance Coverage)

1. The terms of coverage will be in accord with the full wording of the policy arranged by the Company. This appendix is intended to clearly summarize the applicable coverage.
2. **Property Insured:** The insurance provides coverage for the goods described in the Warehouse Receipt and applicable inventory forms provided by the Company including while in transit to or from the storage facility. When goods are carried by the Company under a bill of lading and temporarily placed in storage pending redelivery by the Company within a period of 90 days (Storage-In-Transit) the terms and conditions of the bill of lading will apply.
3. **Valuation:** Option One (Declaration of Replacement Value)

When Option One has been chosen by the depositor(s) the basis of coverage will be the new replacement value of the property insured without deduction for depreciation.

or Option Two (Declaration of Actual Cash Value)

When Option Two has been chosen by the depositor(s) the basis of coverage will be the actual cash value of the property insured as used items.
4. **Scope of Insurance:** The insurance covers the insured property for direct loss, destruction or damage of the property occasioned by all risks, except as hereinafter excluded.
5. **Exclusions:** The insurance coverage does not insure:
 - (1) Gradual deterioration, latent defect, or inherent vice.
 - (2) Accounts, bills, currency, deeds, evidence of debt, securities, money, notes, jewelry, watches or precious stones.
 - (3) Against loss and damage from insects, moths, vermin, inherent vice, delay or loss of use except to the extent that the Company is legally liable for such loss or damage.
 - (4) Against loss or damage by breakage of china, glassware, statuary, bric-a-brac or similar articles of a brittle nature, unless such property is packed by the Company or his duly authorized agent or other recognized competent packer, or unless such loss or damage is directly caused by fire, windstorm, flood, or the collision or upset of the carrying conveyance, or the Company is legally liable for such loss or damage.
 - (5) Against loss or damage caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
6. **Conditions:**
 - (1) A written report of any loss or damage must be submitted to the Company within 10 days after the date the insured property is removed from the Company's premises.
 - (2) The depositor must have paid all sums due the Company and its agents in respect of the storage, transportation or ancillary charges before settlement of any claim under insurance is made.
 - (3) The insurance coverage is subject to the Statutory Conditions and Additional Conditions in common use by Insurers of property in stored in public warehouses.
7. **Deductible** While a deductible is included in the policy the company will undertake to pay this amount in the event a valid claim is made for loss or damage.

Appendix B (Of special concern to customer's choosing Option Three)

If Option Three (Release To Limited Liability) is chosen, the Company's liability is limited to \$6.50 per cubic foot of the total volume of the lot and a maximum value of \$200.00 for any single item or packing container. The Company carries insurance to protect itself against potential legal liability for the loss or damage of its customer's goods. Under The Warehouse Receipts Act of Ontario the company as a warehouseman "is liable for loss of or injury to goods caused by his failure to exercise such care and diligence in regard to them as a careful and vigilant owner of similar goods would exercise in the custody of them in similar circumstances." Since many perils such as fire could occur for which the Company might not be legally liable and the determination of such liability could entail legal disputes, the Company strongly encourages its depositors to either choose to have the Company arrange insurance on their behalf or do so directly with their own insurance company. The depositor is reminded that under most insurance policies a deductible will apply whereas the Company undertakes to cover the deductible in the insurance arranged by the Company. Moreover a gap of responsibility could exist between the Company's legal liability and the coverage provided by a different insurance company. If the Depositor(s) arranges his/her own insurance the Company recommends the insurer be made aware of this contract and in particular the Release to Limited Liability.

Statement of General Terms and Conditions

1. The depositor(s) shall choose by their signature one of the three options on the face of the storage contract.
2. All charges for moving goods into storage and the first month's storage are payable when invoiced and thereafter accounts are payable monthly. Storage rates indicated on the Warehouse Receipt will be maintained for a minimum of one year. Beyond that, thirty days notice will be given prior to any increase. Past due accounts are subject to interest of 1.5% per month. Accounts must be fully paid prior to removal of the goods from storage.
3. Two business days notice may be required when access to the lot is desired to enable efficient scheduling of warehouse operations. Extra warehouse labour charges will apply as required.
4. The liability of the Company for loss or damage will not exceed \$6.50 per cubic foot of the total volume of the lot and a maximum value of \$200.00 for any single item or packing container. If the depositor has requested the Company to arrange insurance under Option One or Two this limitation is effectively superceded by the obligations of the Insurance Company according to the terms of the subject policy.

The Company shall not be responsible for damage, except as the result of its own negligence:

- (a) For the mechanical or electronic functions of pianos, radios, televisions, computers, major appliances, or other instruments or appliances of similar nature.
- (b) For damage to china, glassware, or other fragile articles when not packed by company employees
- (c) For loss or damage from fire, decay, moths or other insects, vermin, acts of God, or loss delay or damage that may be caused by strikes, riots or other causes beyond the control of the company.
- (d) For replacing a complete unit or set where only part of such unit or set is damaged or lost.

5. Depositor's Special Covenants:

The depositor agrees:

- (a) To notify the Company in writing within 10 days from the mailing by the company of the Warehouse Receipt to the address given, of any goods claimed to be delivered to the company not shown on the said receipt; and in the event of the depositor not so notifying the Company, it shall be responsible for the goods only as shown on the said receipt.
- (b) To notify the Company in writing of any change of address which shall be acknowledged in writing by the Company and no notice of such change shall be valid or binding against the Company if given or acknowledged in any other manner.
- (c) To notify the Company in writing within ten days of delivery of the goods to the depositor or any one appointed by the depositor with full particulars of any goods missing or damaged and in the event of not so notifying the Company the depositor hereby waives and agrees to waive all claims for missing or damaged goods.