



The Center for an Agricultural Economy,

home of the Vermont Food Venture Center

Storage Agreement for Goods at the VFVC

Issue Date: _____

This STORAGE AGREEMENT (hereinafter "Agreement") is entered by and between the Center for an Agricultural Economy, a Vermont non-profit 501 (c)3 corporation, ("CAE") and the Client identified below ("Client").

For and in consideration of the rates and fees to be paid by the Client to CAE as provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAE hereby agrees to store the personal property described below (the "Goods") in the VFVC facility ("VFVC") located at 140 Junction Road, Hardwick, Vermont 05843.

For the purposes of this agreement, if there is more than one Client, the use of the singular incorporates the plural.

Description of Services Provided:

Type of Storage	Price per Month	Qty	Total Monthly Charge
Dry/Warehouse	\$_____/pallet		
Cold & Frozen	\$_____/pallet		
	TOTAL		
Material Handling/Packing Fee	On Application		
Receiving/Dispatching Fee	On Application		

1. Description of Goods

The Client desires to store with CAE, and the CAE agrees to accept and store for the Client, the following Goods as described, within the VFVC:

Storage Inventory is taken monthly and the monthly charge will be adjusted and amended as needed.

The Client certifies that the Goods stored **does not** include any of the following items:

- Cash and securities
- Living plants or animals
- Waste
- Flammable or hazardous goods
- Illegal goods
- Toxic, polluted or contaminated goods
- Firearms, munitions or explosives
- Radioactive materials

2. Storage Location

The Goods will be stored at the following location:

140 Junction Road Hardwick VT, 05843

The CAE agrees that the Goods will not be removed from this location without prior written notice to and written consent of the Client.

3. Storage Term and Payment

The CAE agrees to store the Goods on (Beginning Date) _____ and on a *Monthly* basis in exchange for payment of \$_____ per _____, payable on or before the last day of each such period.

If the Client fails to make payment on or before the due date, the CAE may serve the Client with a *thirty-day* written notice terminating this storage agreement and assess a late fee of \$15 (subject to change).

This Agreement shall be subject in all respects to the Terms and Conditions attached hereto and incorporated herein by this reference. Upon termination of this Agreement, the Goods will be delivered to the Client. The parties hereto agree that CAE is incurring liabilities in connection with the storage of the Goods, and that CAE reserves all rights to claim a lien on the Goods in accordance with Vermont law in addition to all other rights and remedies available to CAE at law or in equity.

Center for an Agricultural Economy

Client

Client Name:

Business Name:

Date:

140 Junction Rd

Address:

Hardwick, VT 05843

Tel: 802-472-5362

Email: vffc@hardwickagriculture.org

Notes:

Tel:

Email:

Client Signature:

Date:

CAE Staff Signature:

Title:

Date:



Storage Terms and Conditions

1. Risk

Client understands that he/she is storing Goods at his/her own risk and agrees to indemnify and hold harmless the CAE, the VFVC, the CAE's agents, staff or any persons associated with the CAE and VFVC from any and all claims, damages, losses or action resulting from and arising from storage of goods at the VFVC.

2. Access to the Property

The CAE will allow the Client access to the Goods at the storage location at the following times:

Daytime' is defined as between the hours of 8am and 5pm.

Daytime - Monday to Friday

By arrangement

If due to illness or holiday absence or other such reasonable circumstances the CAE is unable to provide access to the Goods themselves, the CAE will take reasonable steps to allow the Client access to the Property through a trustworthy third party.

In the event where access to the Goods is not possible through a third party the CAE will give the Client fair notice in writing of the dates and times during which the Goods cannot be accessed.

3. Use of Goods

The CAE will not use the Goods, or permit it to be used by anyone else, without the Client's prior written consent. The CAE is liable for any damage to the Goods during use without the Client's prior written consent.

4. Reclaiming Property

The Client may reclaim the Goods at any time by providing seven days written notice of terminating this storage agreement, or the date specified in the CAE's notice of termination. The CAE will make the Goods available to the Client, but may first require the Client to pay the CAE any unpaid charges.

The CAE may refuse to return the Goods if the CAE is instructed to withhold return of the Property by a court or law enforcement officer.

8. Early Reclaiming

If the Client reclaims the Goods during a period for which payment has been made, no pro rata refund will be made.

9. Someone Other Than the Client

The CAE will not release the Goods to any person other than the Client without prior written permission from the Client.

Client Initials: _____ Date: _____

10. Notice of Court Order or Similar

The CAE agrees to notify the Client promptly in writing if the Client receives any instruction to withhold return of the Property by a court or law enforcement officer.

11. Disputes

[choose one:]

[] Litigation. If a dispute arises, either the Client or the CAE may take the matter to court.

[] Mediation and possible litigation. If a dispute arises, The Client and the CAE will try in good faith to settle it through mediation conducted by [choose one]:

[] _____ [name of mediator].

[] a mediator to be mutually selected.

The CAE and the Client will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, either the CAE or the Client may take the matter to arbitration or court.

13. Modification of This Agreement

All agreements between the parties related to storage of the Goods are incorporated in this contract. Any modification to this contract must be in writing signed by the Client and the CAE.

Client Initials: _____ **Date:** _____

Emergency

Should there be a situation where the CAE must handle the Client’s Goods and/or Products in order to minimize damage to CAE or other Clients’ property, maintain food safety standards or other pressing situation (i.e: broken glass, leakage, thawing frozen product, etc), please state how you would like the CAE and its staff to address your product and contact you:

Date:

Contact Name:

Business Name:

Telephone Number: