COUNTY CLERK

NYSCEF DOC. NO. 7

INDEX NO.

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## STORAGE AGREEMENT

THIS STORAGE AGREEMENT is made as of this day of 19, Sanuar, 2017 by and between SRI the street of t at 599 Eleventh Ave., New York, N.Y. 10036 and Anatole Spacelog Client" or "Bailor").

WHEREAS, SRI maintains warehouse and storage facilities located at 599 Eleventh Ave., New York, N.Y. 10036 ("SRI NY"); 120 Brighton Road, Unit 1, Clifton, New Jersey, 07012 ("SRI Brighton") and 211 Mt. Prospect Ave., Clifton, N.J. 07012 ("SRI Prospect"). SRI NY, SRI Brighton and SRI Prospect are collectively referred to as "SRI's Warehouses"; WHEREAS, SRI is engaged in the business of providing storage, packing, transportation, art handling, installation, and other services; and WHEREAS, Client desires to store artwork and/or other items ("Property") at SRI NY, SRI Brighton and/or SRI Prospect in accordance with the terms and conditions set forth herein. **NOW THEREFORE**, the Parties hereby agree as follows:

**DEFINITIONS:** SRI Fine Art Services, Inc. and its employees are collectively referred to as "SRI." "Property" are items in whole or in part, in a packed or unpacked state, that are tendered to SRI for storage, subject to the terms, conditions and limitations set forth herein. "Client" or "Bailor" is the person(s), company or organization listed on Schedule A, who retains SRI to store Property and then becomes liable to remit payment to SRI for charges incurred.

TERM AND TERMINATION: The term of this Agreement shall begin on the day of its execution or the date that Client's Property enters SRI's Warehouse(s), whichever is sooner. This Agreement shall continue on a month to month basis, until terminated as provided herein, and may be terminated at any time, with or without cause, upon thirty (30) days written notice. Notice of Termination shall state the date of termination and require an acknowledgement of receipt. Termination by either party shall not affect Client's obligation to pay SRI for charges incurred. Property may not be removed from SRI's Warehouse(s) until Client pays SRI's final invoice for charges due through the date of termination.

ATTACHED SCHEDULES: The following attached Schedules shall be incorporated herein and become part of this Agreement: Schedule A shall identify Client, contain Client's contact details, the persons authorized to access Client's space and the fee arrangement between Client and SRI; and Schedule B comprises warehouse receipts that identify the specific Property being stored, set forth additional terms and conditions and communicates whether Client wishes to declare value(s) for Property tendered to SRI for storage in exchange for SRI charging Client a higher storage rate.

STORAGE SERVICES: SRI shall store Property in space that is reserved for Client as Client delivers Property from time to time. Client shall complete a Warehouse Receipt which shall be added to Schedule B for each and every item of Property tendered to SRI for storage. Declared value, if any, must be listed on the Warehouse Receipt at the time that Property is tendered to SRI. If no value is declared, Client shall release Property with SRI's maximum liability for Property being \$.60 per pound. SRI shall provide building security and electricity for lighting. Climate control may be requested on Schedule B (additional charge will apply). Client may also request additional services of SRI in writing, which shall be invoiced at an additional cost and which will be subject to the terms and conditions contained herein and contained in SRI's Warehouse Receipt, Waybill, Services Agreement and Standard Terms and Conditions, which are incorporated herein by reference and which are available at www.srifas.com. These additional services may include, but are not limited to packing, viewings, installation and transportation. Client shall be permitted access to Client's reserved space during SRI's regular business hours, from 9:00 am to 5:00 pm, Monday through Friday, except public holidays. Upon request and SRI's written approval, Client may be permitted access before or after business hours, subject to an additional charge.