



**Island Storage Inc.**  
**565 Broadhollow Road, Ste 1**  
**Farmingdale, NY 11735**  
**Phone: 631-777-7480 Fax: 631-617-5954**  
**Info@islandstorage4U.com**

**Customer Name:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Customer Mailing Information:**

**Delivery Information:**

Please provide your HOME mailing address (Not your college address)	School Name: _____  Dorm Name: _____  Requested Delivery Date: _____
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**2016 HOFSTRA DELIVERY SCHEDULE:**

**Move-Out MAY**

Delivery Date	Pick-up Date	Notes
Wednesday, May 11 <sup>th</sup> (Morning)	Thursday, May 12 <sup>th</sup> (Early AM)	All crates will be picked up in the early morning, so crates should be loaded the night before pick-up
Friday, May 13 <sup>th</sup> (Morning)	Saturday, May 14 <sup>th</sup> (Early AM)	

**Move-IN SEPTEMBER**

Delivery Date	Pick-up Date	Notes
Friday, September 2 <sup>nd</sup> (Morning)	Tuesday, September 6 <sup>th</sup> (Early AM)	This schedule will be strictly adhered to for drop off and pick-up

**Initial Below:**

- 1. Student's must provide their own Lock for the unit
- 2. The sharing of units is not suggested, but it permissible. If you share a unit, it is your responsibility to coordinate the dates to ensure everyone can load prior to pick-up time.
- 3. Students will have only one day to load/unload their units. Everything should be loaded the night before pick-up. Your crate will be picked up during the scheduled pick-up time – No exceptions!

## SERVICE OPTIONS

TYPE OF SERVICE — PLEASE DESIGNATE THE REQUESTED SERVICE.

X _____ (Initial)	<i>Delivery Service:</i> We will deliver the empty container(s) to your Original Delivery Address for you to load and then we will pick up the loaded container(s). We will deliver the loaded container(s) to the address you request for you to unload and then we will pick up the empty container(s). This service requires a minimum storage charge of three months. <i>See Sections 1, 3 and 13 of the Terms and Conditions for further details.</i>
X _____ (Initial)	<i>Supersaver® Service:</i> You will load and/or unload the container(s) at our storage facility. A Vacate Fee is applicable, <i>See Sections 1, 3 and 13 of the Terms and Conditions for further details.</i>

## VALUATION DECLARATION

The Declared Value of your property is X \$ \_\_\_\_\_ (to be completed by you).

*The Declared Value is the actual value of your property on the date that you sign this Agreement. The Declared Value may NOT exceed \$1,000 per container.*

**Our liability for loss or damage to your property being stored will not exceed \$0.30 per pound, even if the Declared Value is greater. The maximum permitted weight per container is 2,000 lbs. This is the maximum weight on which the \$0.30 per lb. will be computed.**

## FEES AND CHARGES

** Delivery charge is per round trip. ** See delivery schedule stated on Page 1			
(Applicable at both Move-in & Move-out) <i>See Section 1 of the Terms and Conditions</i>	<u>\$40.00</u>	Container Storage/Rental fee per container per month. Outer crate dimensions – 5’ wide x 7’ deep x 8’ tall <i>See Section 13 of the Terms and Conditions</i>	<u>\$99.00</u>
<i>Delivery charge(not for dates specified on the contract)</i>	<u>\$150.00</u>		
Late Fee <i>See Section 13 of the Terms and Conditions</i>	<u>\$15.00</u>	Lien Sale fee <i>See Section 8 of the Terms and Conditions</i>	<u>\$50.00</u>

**ALL FEES AND CHARGES SUBJECT TO ADJUSTMENT: If move-out does not occur within 90 days, the prevailing storage and delivery fees and charges will apply and may be different than the amounts listed above.**

**NOTICE: The monthly storage charge and other charges stated in this agreement are either the actual or reasonably estimated charges you must pay. If the charges are estimated the final charges you will be required to pay may not exceed the estimate by more than ten percent.**

**NOTICE: Storage charges do not include any charges for moving your goods from your form to the warehouse or from the warehouse to your dorm.**

*Any fees and charges for storage will be billed monthly. However, all applicable unpaid fees and charges, of whatever kind or nature, must be paid in full prior to access, delivery or unloading of any packed container.*

Method of Payment: [ ] Cash [ ] Credit Card [ ] Check - payable to ISLAND STORAGE INC.

# TERMS AND CONDITIONS

**The Agreement constitutes an Agreement for Delivery Services, Storage Services, Shipping Order and Freight Bill. You should read the entire Agreement carefully. It contains important provisions that limit your rights and govern your obligations.**

**1. SERVICE OPTIONS. Delivery Service:** We will deliver the container(s) to your Original Delivery Address and use reasonable efforts to pick up the container(s) on the agreed date. We are not required to timely pick up of the container(s) if road, weather or other conditions hinder or prohibit us from timely doing so despite our reasonable efforts. Until we pick up the container(s), you are responsible for any theft, loss or damage to the container(s) or the property packed in them. You are the only person authorized to request delivery of the loaded container(s) or to designate in writing another person to request delivery of the loaded container(s). We will deliver the loaded container(s) on the agreed date to the address you request (or the designated person requests), provided that address is within the designated service area of the container storage facility. We are not liable for any damages if we are late in delivering empty container(s), picking up loaded container(s), delivering loaded container(s), or retrieving empty containers. Out of Service Area fees will be assessed if you request that the containers be delivered more than 25 miles from the container storage facility. We reserve the right to decline service. You will incur additional storage and delivery fees and charges if you (or the person you authorize to accept delivery) (i) are unable or unwilling to accept delivery of the container(s) when we arrive at your address on the agreed date (ii) request delivery of the loaded containers without fulfilling the 90 day storage minimum; or (iii) cause any delay that requires us to return at a later date and/or time. We are permitted to engage other licensed motor carriers to transport the packed container(s). **Super saver®:** You will load the container(s) in accordance with Section 3 of this Agreement at the container storage facility. If you choose this option, you will unload the container(s) at our container storage facility and you will be charged a Vacate Fee.

**2. CONTAINER RENTAL AND STORAGE.** The container(s) are being provided to you during the term of this Agreement, for your exclusive use, to store your property in accordance with the terms and conditions of this Agreement, *No bailment or deposit of goods for safekeeping is intended or created under this Agreement.* At no time do you have any ownership rights in the container(s). You shall **not make** or allow any alterations to the container(s). You shall not assign or sublease the container(s). You must provide, at your expense, a lock for each container which you deem sufficient to secure the container(s). You may not provide a key or any combination to the lock to us or any of our agents.

**3. LOADING AND PACKING OF PROPERTY.** You promise that: (i) you have loaded your property in the container(s) with adequate care to avoid damage, including any damage from ordinary handling or jostling; and (ii) you have not packed any heavy items on rollers. You promise that you have locked each container and kept it locked. You promise that each container weighs no more than 2,000 pounds. We will not pick up or deliver any container that weighs more than 2,000 pounds. If the contents include any packed boxes, you promise the property packed in the boxes has been packed with adequate care and you have used proper packing material to avoid damage. We are not liable for property damage resulting from your failure to properly pack your property.

You acknowledge and agree that: (i)(A) we have no knowledge of the contents of the container other than the Declared Value; and (B) we have no knowledge **of the condition or quality, or the adequacy** of packing, of the contents of the container; (ii) we have not weighed or inventoried the contents of the container; and (iii) none of our employees, agents or representatives may accept any container upon any oral or written terms other than as contained in this Agreement.

**4. LIMITATION ON VALUE OF PACKED PROPERTY.** You promise not to pack in any single container property with a total value of more than \$1,000.

**5. LIMITATION OF LIABILITY AND INDEMNIFICATION.** *Unless we acted with gross negligence, we are not liable for any loss of or damage to your property, including without limitation, any loss or damage which results from: (i) perishables; (ii) loss or damage caused by you, including improper packing; (iii) defect or inherent vice of the property, such as susceptibility to atmospheric changes; (iv) insects, moths, vermin, ordinary wear and tear, or gradual deterioration; (v) mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage; (vi) loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking place in any such occurrence or disorder; (vii) hostile or warlike action in time of peace or war; (viii) breakage caused by normal handling of china, glassware, bric-a-brac or other similar item; (ix) our acting with the care that a reasonably careful person would exercise under similar circumstances; (x) your failure to keep the promises you made in this Agreement; (xi) weapons; (xii) governmental action; (xiii) the effect of weather while the container is at your address; (xiv) theft, loss or damage while the container is located at your address; (xv) earthquakes or floods; (xvi) moving items or performing services in contradiction of the limitations described in Sections 3 and 7; or (xvii) any loss or damage if authorize (a) another person to access or demand redelivery of the container or (b) us to deliver the container without your signature or presence. If we have any liability for damage to or loss of property which is part of a set or pair, our liability will not exceed the value of the damaged piece by itself, without reference to it being part of a set or pair. We are not responsible for damage in transit or in storage due to your failure to adequately pack your property. We will not be liable for any loss or damage to your property if you access the container(s) at any time while the container(s) are stored at the facility.*

*You are liable for and shall indemnify us against any loss or damage caused by breach of your promises in this Agreement, including your failure to pack your property as agreed in Section 3 above. You expressly agree that the carrier of any insurance obtained by you shall not be subrogated to any claim of yours against us or our agents.*

*You must bring any claim under this Section 5 within 1 months of the first date (after the loss or damage occurs) on which you access the container at our container storage facility or the container is delivered to you, as the case may be. You have the burden of proving (1) that you packed and loaded the property adequately; and (2) our negligence or failure to use care required by law. You must keep any damaged items and show them to us or our designated agent upon request*

**Our liability is strictly limited to \$0.30 per pound for the items lost or damaged, subject to a \$1,000 pound limit per container.**

**6. PROPERTY TO BE STORED.** *You promise that the property stored in the container(s) consists generally of household goods and/or business goods. You promise that such property does not consist of agricultural products, food, animals, alcoholic beverages, flammable or combustible materials, explosives, dangerous goods, controlled substances, weapons or firearms, drugs, hazardous materials or products, toxic chemicals, fumigants, valuable documents, money, deeds, stock certificates, securities, evidences of debt, irreplaceable or valuable items, antiques, jewels, precious metals, jewelry, fine art, stamp collections, rare or historical items, perishables or any item whose storage or use is regulated or prohibited by federal, state or local law, regulation, rule or ordinance. You promise that you own the property loaded and packed and that the property is not subject to any liens, security interests or other encumbrances.*

**7. LIEN ON ITEMS AND SECURITY INTEREST.** We have a lien on your property and its proceeds for all present and future charges and fees for services and rental/storage; processing incidental to storage, delivery, Actual Cash Value Personal Property Protection, monies advanced to any third party for your account and labor; and expenses (including attorneys' fees and legal expenses) necessary to preserve the property or to sell it. We may sell your property to enforce our lien in accordance with New York Uniform Commercial Code Section 7-210 and 7-211. If your property is sold to enforce our lien you will be charged a Lien Sale fee. You also grant us a security interest in your property to secure the charges and expenses described in this Agreement which may be enforced under Article 9 of the Uniform Commercial Code.

**8. CHANGE OF ADDRESS AND NOTICES.** Each time you change your Mailing Address or telephone number, you promise to give us immediate written notice of your new mailing address or telephone number. Change of addresses or telephone numbers cannot be effected by a verbal authorization or through the listing of such information on return envelopes or checks. Our inability to contact you could result in a sale of your property to enforce our lien.

**9. MOVING OF THE CONTAINER(S).** During the term of this Agreement, we may, at our option with 30 day prior notice to you, move and store the container(s) at another storage facility, provided that the new storage facility is within 40 miles of the previous storage facility. If we move the containers to another storage facility, we will send you written notice of the new storage facility address within 30 business days after the change.

**11. MOVING OF THE CONTAINER(S).** During the term of this Agreement, we may, at our option with 30 day prior notice to you, move and store the container(s) at another storage facility, provided that the new storage facility is within 40 miles of the previous storage facility. If we move the containers to another storage facility, we will send you written notice of the new storage facility address within 30 business days after the change.

**12. ACCESS TO CONTAINER.** You may access the container at the container storage facility at which the container(s) is then located, provided that all accrued rent and other charges have been paid in full. Island Storage Inc. reserves the right to limit access to 2 times per month. If a customer requests a container, and advises Island Storage Inc. that they will be back the following day to access the crates, this only counts as one access. An additional access will be counted if the crate is put away and needs to be pulled back out. Access charge of \$25 will apply after the 2<sup>nd</sup> access for the month. Access should be sought during the applicable facility's normal posted access hours, on reasonable minimum notice; **in the absence of such notice, no guarantee can be made that you will be permitted to access your crate. You are the only person authorized to access the container or to designate in writing another person to access the container. If you, or any person you authorize, access the container(s) while they are stored at our facility, we will not be liable for any loss or damage to your property after you, or the person you designate, access the container(s). Failure to show up for your access without 24hr prior notice will result in a fee of \$25 to your account.**

**13. RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** On behalf of any lawful governmental authority, we and our agents retain the right, but not the obligation, to remove your lock from the container and open the container without prior written notice in the event of a perceived imminent threat to public health, property or the environment, other emergency such as fire, flood, or infestation, or governmental or court order to open the container. In addition, you will grant us and our agents access to the container containing your property on three days prior written notice to you, for purposes of (i) examining or inspecting the container or its contents; (ii) making repairs or alterations to the container; (iii) taking such other action as may be necessary or appropriate to preserve the container; (iv) removing all personal property from the container on termination of this Agreement, (v) complying with all applicable local, state or federal laws, rules, ordinances or regulations governing hazardous

or toxic substances, materials or wastes (including any investigation or any clean up, removal or restoration work); or (vi) enforcing any of our rights if you default on any of your obligations under this Agreement. All expenses that we reasonably incur under this Section 12 will be paid by you on our demand. We will not have liability for the loss of your lock if we break it to exercise our right of access as provided above.

**14. FEES AND CHARGES.** You will incur the charges, rates, and fees set forth in the Agreement and invoice, except that if move-out does not occur within 90 days, the then prevailing fees and charges will apply. During the term of this Agreement, Storage fees will accrue on a daily basis and be payable on a monthly basis, however, payment in full will be due and payable prior to the delivery of and access to, the packed container(s). A minimum of 60 days of storage is required and will be included in your balance due at the time of vacate. All other applicable fees and charges will be payable when due. We will bill you on a monthly basis for all fees and charges accruing during the month. You are responsible for the timely payment of all fees and charges accrued whether or not you receive a bill. **Your payment will be due and payable on the first day of the following month (unless delivery of the packed container is made within the month being billed).** If your payment is received after the 10<sup>th</sup> day of the month in which payment is due, you will be charged a late fee. If your payment is received after the 26<sup>th</sup> day of the month in which payment is due, you will be charged a Lien Handling fee. Daily and monthly recurring fees and charges may be adjusted by us, effective the month following written notice by us to you specifying such adjustment. The notice shall be given not less than 20 days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment shall not otherwise affect the terms of this Agreement and all other terms and conditions of this Agreement shall remain in full force and effect.

**15. TERM AND TERMINATION.** The term of this Agreement begins on the Agreement Date and continues thereafter until terminated in the manner described in this Section 14. We may terminate this Agreement at the end of any month by giving written notice to you not less than seven days before the end of any month. If you are in default under this Agreement, we may terminate this Agreement at any time on not less than two days notice. You may terminate this Agreement at any time by giving not less than two days notice to us prior to the first of the month; and, on your termination, all fees and charges will be prorated to the date of termination, provided that you concurrently pay in full all applicable unpaid fees and charges pursuant to section 13. If you default under any of your obligations under this Agreement, we may pursue all remedies available to us under applicable law or this Agreement. Our decision to pursue one remedy shall not prevent us from pursuing other available remedies.

**16. MISCELLANEOUS.** You shall comply with all applicable local, state or federal laws, rules, ordinances or regulations concerning the container and its use. You hereby authorize us to release any information regarding you as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts. We may assign or transfer this Agreement without your consent and, after such assignment or transfer, we shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, and bind, the heirs, executors, administrators, representatives, successors and assigns of all the parties hereto. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York. If any provision of this Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. Except as otherwise expressly provided in this Agreement, this Agreement may only be amended by a writing signed by the parties.

**17. NO WARRANTIES.** *We hereby disclaim any implied or express warranties (including the implied warranty of merchantability), guarantees or representations of the nature, condition, safety or security of the container and the container storage facility. There is no warranty that the container will be fit for a particular purpose. You hereby acknowledge and agree that (i) you will inspect and accept the condition of the container prior to packing any of your property into the container, and (ii) we do not represent or guarantee the safety or security of the container or the container storage facility or of any personal property stored therein*

**The undersigned customer authorizes Island Storage Inc., or its agents, to perform the services described in this Agreement and agrees to pay all fees and charges shown on the attached invoice and any additional fees and charges incurred in accordance with the Terms and Conditions of this Agreement. By signing below, you acknowledge that you have received and carefully read the Terms and Conditions of this Agreement and accept the Terms and Conditions including the disclaimers of warranties, the limitations on the value of your property, the nature of your property and our liability for your losses.**

Customer Signature:

X \_\_\_\_\_

The following person(s) may have access to and may demand

And accept delivery of the container(s) in my place:

\_\_\_\_\_  
\_\_\_\_\_

Island Storage Inc.

By \_\_\_\_\_

Its authorized representative

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



565 Broadhollow Road, Ste. 1  
Farmingdale, NY 11735  
Phone: 631-777-7480  
Fax#: 631-617-5954  
Email: [Info@islandstorage4u.com](mailto:Info@islandstorage4u.com)

## Automatic Payment Program

Please read, complete, and sign this form and return

Customer Name \_\_\_\_\_ Account Number (if available) \_\_\_\_\_

Cardholder Name \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Credit Card Type (circle one):     **VISA**             **MASTERCARD**             **DISCOVER**

I hereby authorize ISLAND STORAGE INC. to charge the above-referenced credit card account automatically each month and to apply said charge towards the monthly payment of the charges agreed upon in my Lease/Rental Agreement with ISLAND STORAGE INC. for the space number(s) stated above. I understand that I will remain responsible for monthly charges and additional late fees should my credit card be cancelled or otherwise made unavailable for payment.

I understand that I am required to sign a credit card sales slip imprinted with my above- referenced credit card, which will be held in file by ISLAND STORAGE INC. for the term of my tenancy or active participation in the Automatic Payment Program.

I understand that it shall remain my obligation to notify ISLAND STORAGE INC. in writing or verbally two (2) days in advance of my intent to terminate my tenancy. I further understand that if I give written notice to Island Storage of my intent to vacate in advance of the month of termination, I may be eligible to pay a pro-rata portion of rent accruing from the 1st day up to and including the day of termination, which must occur on or before the 15th day of the month. If I fail to notify Island Storage Inc. before my credit card account is debited for the rental amount for the month of termination, I understand that I shall not receive a refund on any unused portion of then final month's rent.

**Mail To:**  
**Island Storage Inc.**  
**565 BroadHollow Rd, Ste 1**  
**Farmingdale, NY 11735**

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

Name: \_\_\_\_\_  
(Please Print)

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