

JG Piano Services

This agreement is by and between JG Piano Services LLC, with its principal office at 404 N 31st Street Suite 129, Billings, MT 59101 and client(s) as listed below.

CUSTOMER NAME: _____

PICKUP ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PIANO TYPE: _____

VALUATION: _____

Estimation?

Appraised Value?

STORAGE BEGINNING: _____ MONTHLY STORAGE FEE: _____

JG Piano Services agrees to provide storage hereinafter described in accordance with the provisions of this agreement. BOTH PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

SERVICES

1. Move one (1) piano from the pickup address to one of the climate controlled facilities operated by JG Piano Services.
2. Piano to be stored in a climate controlled facility at all times while in the care of JG Piano Services.
3. Upon notification from customer, piano will be removed from storage and delivered to the requested address.
 - a. Additional charges may apply based on original delivery estimate and actual delivery location
 - b. Number of steps, turns, and trailer access at the final destination will be reviewed at the time of delivery request and charged accordingly.

ADDITIONAL SERVICES

1. Piano set up for appraisals, inspections, and/or sales are charged according to size and type. Due to limited space, we can only keep pianos set up for a maximum of three (3) days.
 - a. Upright pianos \$ 40
 - b. Grand pianos up to 7' \$100
 - c. Grand pianos 7'1" and over \$125
2. If photos are requested during the time the piano is set up, they will be charged at a rate of \$25 for up to six (6), taken on a standard cell phone. Please keep in mind that we are piano movers and the photos are not going to be of a quality for auctions either live or online.

OWNERSHIP OF PROPERTY

The customer has represented and warranted to the company that he is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered upon provisions, limitations, terms and conditions herein set forth and that there are no existing liens, mortgages or encumbrances on said property. If there be any litigation as a result of the breach of this clause customer agrees to pay all charges that may be done together with such costs and expenses including attorney's fees which this company may reasonably incur or become liable to pay in connection there with and this company shall have a lien on said property for all charges that may be due them as well as for such costs and expenses.

PAYMENT TERMS

1. Payment at pickup of the piano shall include:
 - a. Initial move fee for removal from pickup address
 - b. First month's storage fee
 - c. \$50 Origination fee (includes full inspection of piano for damage, and written report of findings)
2. Storage payments will be charged monthly and invoices will be sent to the email address listed
3. If a piano is removed from storage and delivered mid-month, JG Piano Services will pro-rate the monthly fee on a weekly basis only.

LIABILITY

(A) The company when transporting to or from the warehouse for permanent storage acts as a private carrier only, reserving the right to refuse and order for transporting.

(B) This contract is accepted subject to delays or damages caused by war, insurrection, labor troubles, strikes, Acts of God or the public enemy, riots, the elements, street traffic, elevator services or other causes beyond the control of the company.

(C) The company is not responsible for any fragile articles injured or broken. The company will not be responsible for mechanical or electrical functioning of any article.

(D) No liability of any kind shall attach to this company for any preexisting damage caused to the goods by inherent vice, moths, vermin, rust, fire, water, fumigation, or deterioration.

(E) Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, clearing or handling of the goods and the liability of the company for any cause for which it may be storage, transportation, packing, unpacking, clearing or handling of the goods and liability of the company for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited to the standard/minimum amount set by the company and based on the size of the instrument. The depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based thereon.

(F) It is agreed that the company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due, will be sold at public auction to pay said accrued charges and expenses of the sale, after due notice to the depositor, and publication of the time and place of said sale, according to law.

TERMINATION OF STORAGE

The Company reserves the right to terminate storage of the goods at any time by giving the depositor 30 days written notice of its intention to do so and unless the depositor removes such goods within that period the company is hereby empowered to have the same removed at the cost and expense of the depositor. And upon so doing the company shall be relieved of any liability with respect to such goods therefore or thereafter incurred.

ADDRESS AND CHANGE

It is agreed that the address of the depositor of goods for storage is as given on the front side of the contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the company.

FILING OF CLAIM-NOTICE

(A) As a condition precedent to recovery claim must be in writing supported by a paid invoice and filed with the company's claims department. No action may be maintained by the depositor against the company either by suit or arbitration to recover for claimed loss or damage, unless commenced within twelve (12) months next after the date of delivery by the company.

(B) The company shall have the right to inspect and repair alleged damaged articles.

CORRECTION OF ERRORS

The depositor agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying the warehouse receipt and made a part thereof including any exceptions noted thereon as to the condition of the property when received for storage, the inventory list shall be deemed to be correct and complete.

ARBITRATION

Any controversy or claim arising out of or relating to this contract the breach thereof, or the goods affected thereby, whether such claims be found in tort or contract shall be settled by arbitration law of the Company's State and under the rules the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator(s) may not vary or modify any of the foregoing provisions.

DEFAULT

1. If storage account is delinquent, JG Piano Services may withhold property until payment is made in full.
2. After 120 consecutive days of non-payment on the account, the property will be deemed "abandoned or unclaimed property". Property may be liquidated or sold to pay for any outstanding storage fees or other charges incurred in the attempt to collect at the company's discretion.
3. Any collection and/or attorney's fees to be paid by client.

AGREEMENT

The contract represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all the property of any nature of description which the company may now or any time in the future store, pack transport or ship for the owner's account.

GENERAL CONDITIONS

(A) If goods cannot be delivered in the ordinary by stairs or elevator, the owner agrees to pay an additional charge for hoisting or lowering or other necessary labor to affect delivery. Customer shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the customer.

(B) Moving charges do not include the taking down or putting up of doors, fixtures, banisters or other fitting, or the relaying of floor coverings, or similar services All such provisions will be made and paid for by customer prior to and after our arrival.

STORAGE

Storage of your piano will be in a climate controlled environment. Storage ranges from sixty (\$60) to eighty (\$80) dollars per month (see contract or speak with a sales rep). Storage is billed monthly. The cost of the move, origination fee, and first month storage cost must be paid upon piano pickup. A storage agreement will be completed and signed. All remaining storage fees along with any additional charges for steps, turns, shuttles. Etc., can be paid upon delivery. The Storage Agreement is available through your driver, the office staff, or at <https://jgpianos.com>

STORAGE FACILITY

The physical location of the storage facility is subject to change based on lease and available locations. Pianos stored at our facilities may be transferred to alternate locations at any time. Locations may be visited upon request and there will be no fees charged in the event of a change in location. All facilities are climate controlled, secure, and monitored.

ADDITIONAL CONTACTS

Please designate an alternate contact that can be notified if we are unable to contact you.

NAME: _____

PHONE: _____

EMAIL: _____

RELATIONSHIP: _____

SIGNED: _____

DATE: _____