

## Piano Storage Agreement

This **Piano Storage Agreement** is made and entered into between The Tuned Piano, LLC, a Michigan limited liability company (“TTP”), and \_\_\_\_\_

(the “Customer”).

1. *Services.* TTP agrees to receive, store, and release the following Piano (the “Piano”) for the Customer:

Make:

\_\_\_\_\_

Model:

\_\_\_\_\_

Serial number:

\_\_\_\_\_

2. *Storage period.* TTP will store the Piano until either the Customer or TTP terminates the storage. The Customer must provide at least two business days’ advance notice that it is terminating the storage. Unless the Customer is late in payment, TTP must provide at least 28 days’ advance notice that it is terminating the storage. TTP may terminate the storage immediately if a payment is more than 5 days late.

3. *Storage fees.* (a) TTP will charge the Customer \$ \_\_\_\_\_ per month for storage of the Piano, payable in advance. A payment will be considered late if TTP does not receive it by the beginning of the storage month. (b) Storage fees begin on the date that TTP accepts care, custody, and control of the Piano, regardless of unloading date or date of issue of warehouse receipt. Each storage month will begin on the like-numbered of subsequent calendar months, or the last day of the calendar month for such months without a like-numbered date. (c) The Customer must pay for the first month of storage before delivery, and TTP may refuse to accept delivery if it does not receive such payment. (d) TTP may charge a \$25 late fee, plus 7% interest, for late payments. (e) TTP may charge \$50 per month over its regular storage fee if the Customer fails to receive the Piano after the storage is terminated.

4. *Storage place.* TTP may, at its sole discretion, store the piano in any area within any facility under its control, and may, at its own expense, without notice, move the Piano within a facility or to another facility under its control.

5. *Other services.* This Agreement does not require TTP to provide piano tuning services, repair services, or any services other than storage. If TTP provides other services, its then-current standard rates will apply, all charges due for such additional services will be invoiced to the Customer, and such charges are subject to the same payment terms and security as for set forth for charges under this Agreement.

6. *Humidity.* TTP will exercise reasonable care to avoid extreme humidity levels while it possesses the Piano; however, TTP is not required to maintain any particular humidity level at any facility where the Piano is stored, and is not liable for any changes in humidity due to Acts of God, equipment malfunction, or other causes outside its control.

7. *Ownership.* (a) The Customer warrants that he/she/it is the owner and/or has lawful possession of the Piano, and that the Customer has the sole legal right to store and direct the release and delivery of the Goods. (b) The Customer must hold harmless, indemnify, and defend TTP and its members, managers, employees and agents from any claim by a third party relating in any way to the ownership, storage, and release of the Piano, or any other services provided by TTP under this Agreement, including reasonable attorney fees and expenses which TTP pays or incurs as a result of any dispute or litigation, whether instituted by TTP or others, related to the Customer’s right, title, or interest in the Piano. (c) TTP is not liable if any government authority seizes or requires delivery of the Piano for any reason unrelated to TTP.

8. *Delivery.* (a) The Customer is responsible to ensure delivery of the Piano to the front door of TTP’s facility. TTP accepts no responsibility or liability related to the Piano until then. (b) If TTP provides a recommendation as to a carrier (common or otherwise) for delivery of the Piano, the Customer must conduct his/her/its own due diligence and enter a separate contract with the carrier. Under no circumstances is TTP responsible or liable for a carrier’s acts or omissions.

9. *Failure to receive.* If the Customer fails to accept re-delivery of the Piano after storage is terminated, then TTP may, upon written notice of not less than 30 days to the Customer and to any other person known by TTP to claim an interest in the Piano, declare its intent to dispose of the Piano. If the Piano is not removed by the date specified in such notice, TTP may sell the Piano at public sale held one week after a single advertisement or posting as provided by law.

10. *Liability and Limitation of Damages.* (a) TTP IS NOT LIABLE FOR ANY LOSS OR DAMAGE TO THE PIANO, HOWEVER CAUSED, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM TTP'S FAILURE TO EXERCISE SUCH CARE AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES. TTP IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. (b) TTP IS NOT REQUIRED TO INSURE THE PIANO AGAINST LOSS OR DAMAGE HOWEVER CAUSED. (c) TTP'S LIABILITY FOR DAMAGES IS LIMITED TO THE COST OF REPAIRING THE PIANO OR THE COST OF REPLACING THE PIANO WITH ANOTHER OF LIKE QUALITY. (d) WHERE LOSS OR DAMAGE OCCURS TO THE PIANO FOR WHICH TTP IS NOT LIABLE, THE CUSTOMER IS LIABLE FOR THE COST OF REMOVING AND DISPOSING OF THE PIANO.

11. *Notice of Claim and Filing of Suit.* (a) Any claims by the Customer or other persons related to the Piano and its storage must be presented in writing to TTP within a reasonable time, and in no event any later than the earlier of: (i) 60 days after re-delivery of the Piano by TTP or (ii) 60 days after TTP notifies the Customer of loss or damage to the Piano. (b) No person may maintain a lawsuit against TTP for loss or damage to the Piano unless timely written claim has been given as provided in subsection (a) above and unless such lawsuit or other action is commenced before the earlier of: (i) nine months after re-delivery of the Piano by TTP or (ii) nine months after TTP notifies the Customer that loss or damage to the Piano has occurred.

12. *Liability for Consequential Damages.* TTP IS NOT LIABLE FOR ANY LOSS OF PROFIT OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

13. *Lien.* The Customer grants to TTP a general warehouse lien and a UCC article 9 security interest against the Piano for all lawful charges for storage and preservation of the Piano; for money advanced, interest, insurance, transportation (including demurrage and terminal charges, labor, weighing cooperating, and other charges and expenses, present or future) which TTP incurs related to the Piano; and for the balance on any other accounts that may be due from the Customer to TTP. In order to protect its lien, TTP may require advance payment of all charges before re-delivering the Piano to the Customer or his/her/its carrier.

14. *Documents of Title.* Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

15. *Governing law.* TTP will be considered a warehouseman as described in Article 7 of the Uniform Commercial Code ("UCC"), MCL 440.7101 et seq.

16. *Miscellaneous.* (a) This agreement binds and inures to the benefit of the parties and their respective distributees, heirs, estates, successors, personal representatives, guardians, conservators, trustees, and assigns. (b) The provisions of this Agreement are severable. If any provision is held invalid by final judgment of a court, all other provisions will remain valid. (c) This Agreement contains the parties' entire agreement concerning the subject matter and supersedes all earlier agreements, representations, and understandings, whether written or oral. (d) Michigan law governs this Agreement and its interpretation, regardless of conflict or choice of law principles. (e) For any dispute arising under this Agreement, the parties submit to personal jurisdiction of Michigan state courts or federal courts located in Michigan. (f) Failure or delay by any party to exercise any right or power under this Agreement does not waive such right or power, or any other right or power. (g) This Agreement is intended to benefit only the parties, and no person is intended or will be considered a third party beneficiary. (h) The parties may not assign their respective rights nor delegate their respective duties under this Agreement without the other party's written consent. (i) The word "including" means "including but not limited to." (j) The italicized titles of articles used throughout this Agreement are for convenience only and do not constitute part of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the dates indicated below.

The Tuned Piano, LLC

By: \_\_\_\_\_

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

Customer

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