

TERMS AND CONDITIONS

The following are the terms and conditions for The UPS Store 4263, hereinafter referred to as TUPSS 4263. The UPS Store 4263 is owned and operated by Millenium Eagle Enterprises, Inc., doing business as, The UPS Store, 800 Ocala Road, Suite 300, Tallahassee, Florida, 32304. TUPSS 4263 is engaged in the movement, transportation, rental, and or storage of personal items, including, but not limited to boxes and packages. TUPSS 4263 reserves the right to amend any portion of this service explanation at any time.

Although this is a storage service designed primarily for college students, The UPS Store 4263 is not now nor has it ever been affiliated or connected with THE Florida State University, the Florida Agricultural and Mechanical University (FAMU), or the Tallahassee Community College (TCC).

The customer has represented and warranted to TUPSS 4263 that they, he, or she, is the legal owner or has legal possession of the property and has legal right and authority to contract for services for all the property tendered.

TUPSS 4263 shall provide boxes, tape, labels, pickup, transportation, storage, and delivery of the customer's possessions. TUPSS 4263 will advise the customer of the date and time packing materials will be delivered. The customer will have all possessions pre-packed prior to the time of pickup. TUPSS 4263 will deliver the customer's possessions to a storage facility chosen by TUPSS 4263. TUPSS 4263 will return the customer's possessions at the designated time and place referred to in the Application Agreement.

The customer agrees that access to possessions in storage is permitted only with 5 days prior notice and upon payment of a non-refundable fee as per the pricing section below. If the storage items must be delivered prior to the specified delivery date, an additional fee will apply.

The customer agrees that TUPSS 4263 will not be held liable for damage to their belongings after delivery has occurred. TUPSS 4263 is not responsible for any mechanical or electrical malfunctions such as, but not limited to, televisions, radios, stereos, and computers. Except as specifically provided, the customer waives any claims for damage or loss of any articles against TUPSS 4263 and its employees unless the goods are packed and unpacked by our employees. All refrigerators must be unplugged 48 hours prior to pickup. Refrigerators must be free of any ice or water at the time of pickup or a \$20.00 cleaning fee will be charged. TUPSS 4263 is not responsible for any mold or mildew in stored appliances, even if the \$20.00 cleaning fee is charged. No liability shall be attached to the company for any damage caused by moths, vermin or other insects, rust, fire, water, changes of temperature, or fumigation or deterioration.

The customer expressly releases and holds The UPS Store 4263 and its agents and employees harmless from any and all costs of processing any claim or defending any claim arising from these Terms and Conditions. The customer expressly acknowledges that TUPSS 4263 is not a professional mover, professional storage facility, or common carrier and waives the right to hold TUPSS 4263 to any laws or standards governing storage facilities, movers or carriers.

The Terms and Conditions are accepted subject to delays or damages caused by war, Acts of God, street traffic, inclement weather, or any and all causes beyond the control of TUPSS 4263.

If the customer is not present during their scheduled delivery date and time, TUPSS 4263 will not leave items behind and the customer will have to make arrangements for a re-delivery date solely at their

expense. The customer must notify TUPSS 4263 in advance if someone other than themselves are to receive the stored possessions.

The customer agrees that only loss or damage caused by the negligence of TUPSS 4263 will be covered by TUPSS 4263 insurance. Claims must be made in writing and filed with TUPSS 4263 within 7 days of delivery date. TUPSS 4263 has the right to inspect all alleged damages.

Unless greater valuation is stated on the front of this contract, the consumer or owner declares that the goods and liability of the company for any cause for which it may be liable shall not exceed \$1000.00 per customer.

The customer agrees to pay the total cost of the services provided by TUPSS 4263 based on the number and type of items tendered to TUPSS 4263 at the time of pickup, the exact services to be provided, and the prices contained on TUPSS 4263 web site. All accounts must be paid prior to or at pick up. Additional fees may be charged for the following: Re-delivery after a failed attempt, \$40.00; Access during storage period, \$40.00; Pickup or delivery outside standard dates, \$50.00; Overweight charge \$35.00; Any costs incurred when items are not claimed by the customer. Pick up and delivery charges are for ground floor only. Second floor charges are \$15.00, third floor \$25.00. The storage terms ends the first day of class and a late fee of \$3.00/stored item, plus the additional delivery fee will be charged unless prior arrangements had been noted on the application.

*****Important changes for 2009*****

Due to potential injury to our agents, boxes, tubs, and footlockers cannot exceed 60 pounds. Any boxes, tubs or footlockers that exceed 60 pounds will not be picked up. Therefore, books should be packed only in the small 16x12x12 boxes and clothing and bedding in larger boxes, tubs and footlockers. A quick rule of thumb is that if you cannot pick it up, it is too heavy. Refrigerators should be empty.

If the customer abandons their possessions then said customer agrees to pay TUPSS 4263 for all charges and fees relating to the failed delivery, further shipping, and handling. TUPSS 4263 has the right to take possession of any abandoned items after 45 days.

The customer acknowledges that there are no representations, warranties, or Agreements by or between the parties which are not fully set forth herein and no representative or agents of TUPSS 4263 is authorized to make any representations, warranties, or Agreements other than as expressly set forth herein.

Customer Signature

Date