

## STANDARD CONTRACT FOR STORAGE

RECOMMENDED BY THE SPANISH FEDERATION OF REMOVAL COMPANIES (FEDEM)

In Poligono Industrial San Roque, dated ..... Of ..... 2.018.....

Between the parties:

On one side, Mr/Mrs/Miss..... with NIE....., representing the company Swift Removals & Storage (depository), with NIF nº **Y4272719-T** and registered address at 5 Calle Espadadores, Callosa De Segura, Poligono Industrial San Roque, 03360, province of Alicante, telephone number 603 336463 and email address info@swift-removals.net

And on the other side, Mr/Mrs/Miss.....  
Passport/DNI/NIE .....Nationality.....  
Residing at..... telephone.....

STATE:

That being of interest to both parties, are in agreement with this present storage contract, containing the following clauses:

### STIPULATIONS

1.- Mr/Mrs ..... as depositor, entrusts to Swift Removals Storage for their keeping and custody in storage, the furniture and goods whose number, characteristics and state are detailed in the list/inventory which remains attached to this contract as an integral part of it.

2.- The duration of this contract is stipulated for a minimum period of .....month(s), after which it is understood to be tacitly renewed for MONTHLY periods unless either of the parties informs the other in writing with .14.....days notice of their wish to cancel it.

In the same way, it is established that the minimum price corresponds to a volume of ..... storage container(s):

3.- The depositor declares to be the legal owner of the entrusted objects, stating that they are not affected by any obligation or guarantee, not having been embargoed or seized legally or extra judicially, in which case would be liable for eviction and settlement.

4.- To all effects and especially that of the insurance, the client declares that the value assigned to the goods and furniture object of this contract is ..... Euros and that no individual object of the consignment has a value higher than ..... Euros (Specify: .....)

5.- The price of the depository services, entrustment and custody in storage is fixed by common agreement in the amount of ..... Euros for ..... container (s) per month. (Not including IVA or insurance).

6.- Equally the depositor is obliged to pay any taxes, contributions and arbitrates which can arise from the deposit, and also any expenses which are originated due to loading/unloading, wrapping materials, packing cases, transport, handling, etc.

7.- The furniture and goods deposited, subject to payment of the corresponding premiums and other expenses incurred by the depositor, are insured against the risks of **robbery, flooding and fire**, with a capital insured of ..... Euros.

8.- In agreement with the previous stipulations, the depositor will settle the first invoice on signing of this contract, or when in agreement with the list/inventory to which is referred to in stipulation 1.-, according to the following details:

- Storage .....	..Euros
- Handling .....	Euros
- Loading/Unloading .....	Euros
- 21% IVA .....	Euros
- Insurance (0,2% of declared value) .....	Euros
- Discounts .....	Euros
TOTAL: ..... Euros	

9.- To the effects mentioned in the 5<sup>th</sup> clause, the parties declare that the storage contract will take effect from the following date: .....

SPECIFIC CONDITIONS

FIRST ..... ONE MONTH CONTRACT UP TO THE...../...../2018  
.....  
.....

SECOND.....INSURANCE COVER FOR 7.000€ FOR FIRE+THEFT AND FLOOD  
.....  
.....

OBSERVATIONS:

.....HANDLING CHARGE WILL BE 30.00+21%  
IVA.....  
.....  
.....

GENERAL CONDITIONS

First. – Invoices will be issued monthly in advance, and must be paid by the depositor before the 10<sup>th</sup> of the corresponding month.

Second. – The depositor is obliged to pay the agreed tariff plus corresponding taxes, arbitrates and expenses monthly in advance, considering any fraction more that 15 days to be a complete month and less than to be half a month.

Third. – As guarantee to the compliance of the obligation to pay the amounts referred to in the previous stipulations, the Depositary retains the right of lien over the deposited furniture and goods, having the right to exercise the faculties which are expressed as follows.

Fourth.- The lack of payment, in total or by part, of six monthly payments entitles the depositary to terminate the contract, proceeding to the sale by public auction and before a Notary of the deposited items, in agreement with Art. 1.872 of the Civil Code, compensating himself with the proceeds of the amounts which he are owed and of the expenses for that reason incurred. For this it will be sufficient to notify the depositor of the outstanding payment by whatever means at the address provided in this contract even though he/she is not to be found there or his/her whereabouts are unknown.

Fifth.- Any work which is to be carried out during the stay in the warehouse such as unloading /unloading, redelivery, handling, etc. will be invoiced to the depositor separately from the monthly payment. These invoices will be issued on carrying out these services at the current rate.

Sixth.- In the event that the duration of this contract exceeds one year, the agreed rental will be reviewed yearly, applying to the same, the increase or decrease experimented in the cost of living, according to the consumer price index published by the National Institute of Statistics, fixing as a base rate the rent stipulated in the contract with the possible modifications which could have taken place. These annual adjustments will be automatic, without the necessity of neither notification nor any other notice by both parties.

If the depositary was forced to review the payments in a greater amount than those previously stated or on a different date to that of the end of the year, he must communicate this, with at least one month's notice to THE CLIENT (Depositor), so that he/she may, if not in agreement, once advised, proceed to remove the goods from the storage within one month from the day the notice was given. If no further notice is received from the client it is understood that the he/she is in agreement with the increase.

Seventh.- The handover of the personal effects to the depositary (Storage Company) must be carried out by the owner of the goods or by the person representing him/her who in this case, expressly recognizes having handed to the owner the conditions, general and specific, of the contract and that he/she has received the agreement to the same.

Eighth.- The owner of the furniture and goods states as his/her domicile for all type of notifications, modifications and requirements deriving from the present contract that which figures in the heading of the said contract. Any change of address will not take effect unless it has been made in writing on this contract and it's duplicate with signatures of both parties or the duly authorized person for this. The depositary will be exempt from any responsibility as stated in the case specified in the Fifth General Condition, when informing the client by registered or telegraphic notice of the forthcoming sale in public auction of the effects with outstanding payment of the agreed tariff and expenses, at the address or directions received from the owner of the furniture which figures in the present contract.

Ninth. – The depositor declares that he/she has examined and is in agreement with the warehouses in which the goods will be stored under this contract. The Storage Company reserves the right to change the location where the goods are stored in case of storage requirements, building work or force major, at the company's judgement and without the right to claim.

Tenth.- The depositary (Storage Company) reserves the right to inspect the deposited goods, personally or through a third party, with the understanding that any expenses that this could cause are for the depositary's account.

Eleventh.- Any operation that needs to be carried out at the request of the depositor, within the store, will be carried out by Company staff and within normal working hours. All expenses incurred -including labour- will be for the depositor's account.

Twelfth.- The Company will answer to the owner of the goods to the existence of the said items, which are inventorised, as well as their delivery, in the same manner in which they were received, except for that stated in the following clauses.

Thirteenth.- In no case will the following items be admitted: weapons, inflammable or toxic substances, explosives, acids, liquids or any material which can suffer decomposition or cause

damage to other objects also stored, being the responsibility of their owner or whom acts on their behalf, for the damages which could be produced by non compliance of the statements, by hiding it's content or lack of the truth.

Fourteenth.- The Storage Company will not be liable for damages occurred to furniture or any other object delivered to their custody, caused by violence, fortuitous causes or force major such as war, strikes, armed assault, flooding, fire, lightning, etc, as well as those caused by the passing of time, wood worm or inherent vices to the goods.

Neither will the Storage Company be responsible for the special or sentimental value which certain items can have such as pictures, sculptures, drawings and other artistic objects, jewellery, money, moulds or plans, deeds or copies, cheques, bank notes, ownership titles, shares, contracts or other documents such as insurance policies, wills, birth certificates etc.

Fifteenth.- No Poisonous, flammable or corrosive items such as fuels, paints, varnishes, insecticides, bleach, oils, matches, candles, propane, butane, paint thinners, aerosol cans & cleaning chemicals, Illegal items, Perishable goods that may attract vermin such as food, Furniture that contains woodworm or termites, Firearms or ammunition, Animals, Live plants, and Drugs will be stored at the unit.

Sixteenth.-The collection of the furniture and other effects will be carried out by the contract signer or by a person duly authorized in writing for said aim, previously paying for the amounts that in virtue of the contract are owed.

Seventeenth.- As for the entrance and exit of any object of the store, it will be necessary to notify with 5 days notice to the Depositary, with the understanding that all the costs for this or other concept originating from this will be exclusively for the depositor's account.

If the client does not give notice of the forthcoming collection of the goods before the 15<sup>th</sup> of the previous month of the natural month in which he wishes to do this, he must pay the total amount for that month. If he/she does, it will be invoiced proportionally.

Seventeenth.- For all questions which may arise relating to the compliance, execution and interpretation of this contract, the parties submit expressively to the Courts and Tribunals of **Torre Vieja**, renouncing to any other courts.

And as proof of agreement with the general conditions, specific and stipulations of this contract, both parties sign the present document, by duplicate, on the date and in the place mentioned above.

THE CLIENT (DEPOSITOR)

SWIFT REMOVALS STORAGE (DEPOSITARY)