



402 Deerwood Glen Drive, Deer Park TX 77536  
Office: (832) 973-8256 | Fax: (713) 789-9198

### WAREHOUSE SERVICE AGREEMENT

THIS Warehouse Service Agreement (collectively with Quotation and Warehousing Terms and Conditions, this “Contract”) is made and entered into this day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), by and between Trucking 2000 Inc located at 402 Deerwood Glen Drive, Deer Park TX 77536 (“Warehouseman”) and \_\_\_\_\_ (“Depositor”) located at \_\_\_\_\_.

WHEREAS, Depositor requires third party logistics management services for the receipt, storage and delivery of its products (“Goods”); and

WHEREAS, Warehouseman has certain facilities and services of the type and kind desired by Depositor located at \_\_\_\_\_ (“Facility”); and

WHEREAS, Warehouseman desires to make said facilities and services available to Depositor subject to the terms herein specified and in Warehousing Terms and Conditions which is incorporated by reference herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and promises herein contained, it is hereby mutually agreed, covenanted and promised as follows:

1. This Contract, including accessorial charges that may be attached hereto, must be accepted within 30 days from the proposal date by signature of Depositor. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by Warehouseman within 30 days from the proposal date shall constitute acceptance by Depositor. Depositor has had the opportunity to review and inspect the Facility or elected not to do so.
2. In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor as provided in paragraph (1), Warehouseman may refuse to accept such goods. If Warehouseman accepts such goods, Depositor agrees to then rates and charges as may be assigned and invoiced by Warehouseman and to all other terms of this Contract.
3. Any goods accepted by Warehouseman shall constitute Goods under this Contract.
4. Depositor represents and warrants to Warehouseman that there are no potential health, safety or environmental hazard associated with the storage and handling of the Goods tendered to Warehouseman under this Contract. Warehouseman may refuse to accept any Goods that, because of infestation, contamination, damage or inherent risk, might cause infestation, contamination, damages or hazard to Warehouseman’s premises or to other Goods in the custody of the Warehouseman and shall immediately notify Depositor such refusal and shall have no liability for any demurrage, detention, transportation or other charges by virtue of such refusal.
5. This Contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this Contract for a period of 180 days.
6. If Depositor tenders Goods for storage or other services and Warehouseman accepts such Goods without signing a new Contract after this Contract is canceled as provided in paragraph (5), Depositor agrees to then rates and charges as may be assigned and invoiced by Warehouseman and to all other terms of this Contract.
7. Pricing is as in attached quotation. All charges for storage are per package or other agreed unit per month.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in the duplicate the day and year first above written.

Warehouseman: Trucking 2000 Inc

Depositor \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_