TRAILER STORAGE AGREEMENT

This Agreement, made this _____ day of _____, 2022, ("Effective Date") by and between _____, located at _____, hereinafter called "DEPOSITOR", and eShipping Distribution Services, LLC, located at 10812 NW Highway 45 Parkville, MO, a limited liability company, hereinafter called "WAREHOUSEMAN", either or both of which may be hereinafter referred to as a "Party" or the "Parties", respectively.

A. WAREHOUSEMAN operates a facility located at 909 Katie Ct, Harrisburg, PA 17109 - (the "**Premises**"), which licenses space for the temporary parking of Assets.

B. DEPOSITOR owns, leases or otherwise lawfully possesses one or more Assets which it wishes to park on a portion of the Premises on the terms and conditions set forth below. For good and valuable consideration, the receipt and adequacy of which is hereby confirmed, the parties agree as follows. Assets are defined as a trailer or commercial vehicle, container, or unit for storage.

1. Space Usage: WAREHOUSEMAN hereby agrees to allow DEPOSITOR to utilize one or more Space(s) on the Premises as specified in this agreement. WAREHOUSEMAN shall determine the Space(s) to be occupied by the Asset on the Premises.
2. Term and Termination: This agreement shall be effective as of the date first listed above until either party cancels with 30 days notice.
3. Holdover: If DEPOSITOR has Assets remaining in the space after the cancellation period, then WAREHOUSEMAN reserves the right to charge DEPOSITOR for the extended time at two times the rates set forth in the agreement and further reserves the right to remove the Assets at DEPOSITOR'S cost.
4. Hazardous Materials: DEPOSITOR agrees not to store hazardous materials of any kind. In the event Hazardous Materials are stored, and this agreement provision is ignored, DEPOSITOR accepts all risks caused by hazardous materials and agrees to pay $5000 penalty and must remove hazardous materials from the property within 10 days.
5. Usage Only, No Bailment: This usage agreement is not a lease, an easement or a grant of any interest in or to real property. DEPOSITOR understands and agrees that this agreement is not intended to, nor does it, create a bailment.
6. Access: WAREHOUSEMAN will provide access for DEPOSITOR to the Premises designated to them per this agreement. All drivers, in depositing or picking up Assets, are not in control by WAREHOUSEMAN whereby all of DEPOSITOR drivers or other personnel accessing the Premises must be properly licensed pursuant to applicable law. WAREHOUSEMAN have no liability of persons accessing or controlling the Assets and is assumed by DEPOSITOR.
7. Liability: DEPOSITOR bears all risk of loss or damage to DEPOSITOR's Asset(s) and its/their contents stored on the Premises, and to DEPOSITOR's vehicles (owned or hired) and DEPOSITOR shall provide insurance, against loss, damage or injury relating in any way to the Assets, their movement on and off of the Premises, or for any property stored by DEPOSITOR on the Premises. WAREHOUSEMAN does not, and shall not be deemed to, have knowledge or the responsibility to inquire or investigate, as to the contents of DEPOSITOR's Asset(s). WAREHOUSEMAN is not responsible for any damage to, or loss of, the Asset(s) and/or its/their contents, whether caused by fire, water, earthquake, theft, vandalism, subsidence, or any other risk, unless such loss or damage results directly from the intentional misconduct of WAREHOUSEMAN. Notwithstanding anything to the contrary, WAREHOUSEMAN shall not be responsible for confirming the identity of the individual or company dropping or picking up the Assets. DEPOSITOR shall insure its Assets and their contents against all perils and risks and shall obtain such insurance in such amounts with respect to damage or destruction of real or personal property, injury or death to persons as shall be carried by reasonably prudent owners of Assets or providers of services similar to DEPOSITOR.
8. Indemnity: DEPOSITOR, on its behalf and on behalf of its agents and insurers, waives all claims against WAREHOUSEMAN for damage to persons or property arising from any reason. Notwithstanding anything to the contrary, WAREHOUSEMAN shall not be responsible for confirming the identity of the individual or company dropping off or picking up the Assets. DEPOSITOR agrees to defend (with counsel reasonably acceptable to WAREHOUSEMAN), hold harmless and indemnify the WAREHOUSEMAN Parties against any and all losses caused by, or resulting from, any of DEPOSITOR's activities, Assets, vehicles, or the contents thereof, while such Assets or vehicles are on, entering, orexiting the Premises, or resulting from any acts or omissions of DEPOSITOR's employees or agents, including contract drivers (collectively, "DEPOSITOR Parties"), or breach by DEPOSITOR of any covenant, representation or warranty contained in this agreement.

WAREHOUSEMAN		**DEPOSITOR**	
Representative	_____	**Representative**	_____
Title	_____	**Title**	_____
Signature	_____	**Signature**	_____
Date	_____	**Date**	_____