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Rev'd 10/29/2012

CRATING, HANDLING, TRANSFER AND WAREHOUSE MASTER AGREEMENT

This Crating, Handling, Transfer and Warehouse Agreement is entered into between CHAT of Michigan, Inc., (Company) whose address is 35790 Northline Road, Romulus, Michigan 48174-0498 and _____ (Customer).

1. BASIS OF THE CONTRACT. Customer is in the process of: (Describe Activity) _____.

The property/equipment subject to this Agreement will be more fully described on **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer) which will be executed by both Customer and Company.

2. COMPANY'S SERVICES.

- A. Company will provide general services including crating, handling, loading, unloading and transferring the freight to a storage facility. **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer) will identify all property/equipment and accessories that will be subject to services provided by Company as requested at this time by Customer. Customer shall be allowed to use this Agreement for subsequent or ongoing work with CHAT and any subsequent or ongoing work by CHAT will be identified in subsequent **Exhibits A, A1 or B** (or any subsequent Exhibits utilized between Company and Customer).
- B. Company will organize all property/equipment subject to this Agreement at its own discretion, unless otherwise instructed by Customer, as to all property/equipment subject to this Agreement. Company agrees to devote its best attention to the organization of the crating, handling, transporting and storage of the property/equipment identified in **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer). Company will select the most appropriate means and mode of transport, as well as storage locations.
- C. Company will also provide one or more of the following services as set forth in any Appendix:
 - (1) Disassembling and reassembling of property/equipment;
 - (2) Packing and/or crating of the property/equipment, including but not limited to:
 - a. Perform all of the packing and/or crating necessary for the protection of the property/equipment to be transported;
 - b. Furnish packing/pallets/containers, all crating material and other property/equipment necessary to perform the services;
 - c. Furnish or cause to be furnished, when requested and paid for by Customer, necessary and appropriate protective coating(s) or material for the property/equipment subject to the services;
 - d. Ensure that all containers and/or materials are clean and of a quality sufficient for the protection of the Customer's property/equipment.

- (3) Unloading and/or uncrating and placement of property/equipment. The Company will unpack and uncrate all property/equipment that is identified on **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer) that was packed and/or crated for movement under this Agreement. The Company will also place the property/equipment in the agreed upon storage location which shall be inspected and approved by the Customer or its authorized representative.
- (4) Company further agrees to provide, upon written request, agreement and payment by Customer, rust proofing, heat/shrink wrapping, coatings or other protective covering for all property/equipment subject to this Agreement during transportation and storage.
- (5) Storage. Company further agrees to provide, upon written request, agreement and payment by Customer, storage of the property/equipment. Same will be identified in an Appendix to this agreement.
- (6) Transportation. Company further agrees to provide, upon written request, agreement and payment by Customer, transportation of the property/equipment. Same will be identified in an Appendix to this agreement. See **Exhibit C**.

D. This Agreement is based on work performed at a straight time rate between the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding legal holidays. Premium time for the work performed for Customer will be billed as additional work, and billed at premium time rates for the following:

- (1) Undue waiting time for trucks or trailers; delay in receipt of property/equipment or delivery of property/equipment due to causes beyond Company's control including acts of shipper/customer, acts of God, strikes, accidents, weather, etc.
- (2) Interruptions to work where Company is required to move on or off the job site for seller or Customer's convenience;
- (3) Delay due to the delivery of material.

3. **CONDITION OF PROPERTY/EQUIPMENT.** It is acknowledged by both Company and Customer, that the property/equipment subject to this Agreement may be new or used equipment; and if used property/equipment, it is being worked on in an "as is" condition. Therefore, Company shall be responsible to maintain the property/equipment in the state it was received in, excluding inherent defects but shall not be responsible nor liable for the condition of the used property/equipment at the time that Company begins its process of packing and/or crating. Customer shall be solely responsible for the operating condition of any used equipment subject to this Agreement, whether in working condition or not. Company shall not be responsible for the working condition of any property/equipment at any time. This paragraph is also subject to the limitation of liability contained in this Agreement.

4. **PRICE OF SERVICES.**

A. It is hereby agreed between the parties, Company and Customer, that Company will charge an amount that is identified in **Exhibit B** and any subsequent schedules/appendices; Customer agrees to this price. Ten percent (10%) of the total amount is due at the time of signing/executing this Agreement. The remainder of the payments are payable over the course of work to be performed, and due and owing on a timely basis as identified in **Exhibit B** (or any subsequent Exhibits utilized between Company and Customer).

- B. Should a dispute arise, failure to pay any amounts due and owing shall incur an additional 1.5 percent per month interest charge together with cost of collection, including attorney and filing fees.
- C. The price identified in this Agreement is based on the job conditions being the “same” as the conditions identified at the time of inspection of the property/equipment at the seller’s location or in the condition received by Company. This decision will be solely determined by Company. If for some reason conditions have changed, the price identified in this Agreement will be subject to negotiation and a supplemental appendix shall be signed.
5. **TERMS OF AGREEMENT.** This Agreement shall become effective upon signing and Company receiving the initial deposit as identified in this Agreement and **Exhibit B** (or any subsequent Exhibits utilized between Company and Customer). This Agreement shall continue until such time as Customer requests that all property/equipment identified in **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer) be transported from the location of storage to another destination, including but not limited to, either elsewhere in the state/country or outside of the United States of America. If at that time Customer wants Company to provide transportation, a separate Transportation Agreement will be entered into between the parties.
6. **STORAGE OBLIGATIONS.**
- A. If agreed between the parties, Company will store the property/equipment identified in **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer) at a location suitable and approved by its Customer. Company and Customer agree that storage fees will be identified in **Schedule B-1** at the amounts agreed upon, payable in advance.
- B. Company agrees to provide storage for the property/equipment identified in **Exhibit A** (or any subsequent Exhibits utilized between Company and Customer) in a commercially reasonable fashion so as to avoid any diminution in value of the stored property/equipment. However, Company is not responsible for any damage to the property/equipment while in storage unless caused solely by the acts, omissions or negligence of Company and its agents or employees, subject to the limitation of liability.
- C. Customer understands and agrees that Company does not own the storage facility where the property/equipment is to be stored. Customer thereby agrees to indemnify and hold Company harmless from any and all claims or losses arising out of any acts, omissions or negligence occurring at the storage facility, and subject to the limitation of liability.
7. **LIMITATION OF LIABILITY.**
- A. CHAT cannot afford to provide insurance for Customer’s product. It is recommended that Customer obtain the appropriate insurance to cover replacement value of all property/equipment that is subject to this Agreement. Company shall in no event be liable for any loss, damage, expense or delay, unless caused by the direct act, omission or negligence of Company, subject to the limitation of liability.
- B. Customer agrees that the Company shall in no event be liable for any loss, damage, expense or delay to the property/equipment resulting from the sole acts, omissions or negligence of the Company or other fault of the Company for any amount in excess of \$50.00 per piece of property/equipment or any partial loss or damage to any property/equipment and for no amount in excess of \$5,000.00 total, for which the Company may be liable. The Customer has the option of paying special compensation to increase the liability of Company in excess of \$50.00 per piece of property/equipment or in excess of \$5,000.00 per this Agreement in case of any loss, damage, expense or delay from the causes which would make the Company liable; however, such option can be exercised only by a specific, written agreement made with the Company prior to entering into this Agreement and said specific written agreement shall indicate the extension of Company’s liability and the special compensation for the added liability to be assumed by Company.
- C. Company shall in no event be liable for any of the acts, omissions or negligence of Customer or any of its agents, employees or authorized representatives, nor shall Company be liable for any inherent defects of the property/equipment.

8. CUSTOMER INDEMNIFICATION. Except as to any claims, including those involving property damage, injury or death caused solely by the negligence of Company, its agents, employees or contractors (and subject to the limitations of liability contained in this Agreement), Customer agrees to indemnify and hold Company harmless including any of its employees, agents, representatives or contractors from and against any and all liability, damages, claims, suits, judgment, costs, expenses losses resulting from:
 - A. Injury to or death of Customer's agent, employees, contractors;
 - B. Loss or damage to Customer's property/equipment arising directly or indirectly from this Agreement; and
 - C. All claims arising from the acts, omissions or negligence of Customer, its agents, employees or contractors.
9. WAIVER OF BREACH. No waiver of any breach of the covenants, provisions or conditions contained in this Agreement shall be construed as a waiver of the covenants, provisions or conditions itself, or any other subsequent breach, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Agreement shall continue in full force and effect as if no breach had occurred, unless otherwise agreed to by the parties. The acceptance of payment hereunder shall neither be or construed to be a waiver of any breach of any terms, covenant or condition of this Agreement.
10. THIS AGREEMENT SHALL BE GOVERNED generally by the case law and laws of the State of Michigan, both as to interpretation and performance. Customer, on behalf of its agents, employees and representatives hereby expressly agrees that service of process by regular mail and certified mail (whether or not signed for) at Customer's last known address as provided to Company or personal service on Customer, its agents, employees and representatives outside the State of Michigan, shall be sufficient to give proper Michigan personal jurisdiction over him/her. Customer agents, employees and representatives hereby expressly waive all objections to such service and consents thereto.
11. DISPUTE RESOLUTION. The parties will attempt in good faith to resolve any disputes arising out of or relating to this Agreement promptly by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of the notice, executives of both parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the Michigan Rules of Evidence. If the matter has not been resolved within sixty (60) days of the disputing party's notice or if the parties fail to meet within twenty (20) days, either party may initiate injunctive/equitable relief or arbitration of the controversy or claim as provided below; however, arbitration must be requested in writing one hundred eighty (180) days from the time of the alleged dispute or any allegation of breach of this Agreement, without regard to the twenty (20) day or sixty (60) day time limit set forth in this paragraph.

Other than injunctive or equitable relief, the parties agree that all matters, including, but not limited to: bodily injury, death, property damage, breach of this Agreement, claims for any insurance or workers' compensation benefits, age/race/sex/national origin or any other discrimination claim, claims against customers/shippers, and any and all other matters arising from this Agreement or conduct between the parties, will be submitted to binding arbitration, and that any action brought by either of the parties arising out of this Agreement shall be commenced and maintained within the jurisdiction of the State of Michigan, County of Wayne or Oakland. The parties expressly agree and consent and do not object that service of process by regular mail or certified mail (whether or not signed for) at the last known address or personal service on either of the parties outside the State of Michigan shall be sufficient to give the State of Michigan and any court or arbitration panel personal jurisdiction over the parties. The parties agree that any claim or dispute involving this Agreement, claims listed above, or claims involving injury or death shall be made within one hundred eighty (180) days from the time of the alleged dispute or any allegation or breach of the Agreement and then the same shall be submitted to the American Arbitration Association pursuant to the Commercial Rules of Arbitration and any Amendments. The sole arbitrator, who shall be familiar with commercial trucking and transportation, shall interpret and enforce this Agreement and the claims of the parties, including customers/shippers, in accordance with this Agreement or any contract between Company, any retained/hired freight carrier and Customer, including any reference to negligence, sole negligence or comparative negligence. The determination of the arbitrator shall be binding on the parties, shall not be

appealable, and judgment on the award/decision rendered may be entered in any State of Michigan or other court having jurisdiction over the matter/parties. Each party is responsible for one-half of the fees and costs associated with the arbitration and is also responsible for its own costs and expenses (including, but not limited to attorney fees and one-half of the fees and expenses of the arbitrator) incurred in enforcing its rights under the arbitration process. The arbitrator is not empowered to award damages in excess of compensatory damages. Customer has had adequate time to review and read this particular paragraph of the Agreement and agrees by signing below that it is voluntary and without force or coercion.

The procedures specified in this section will be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; however, a party may seek a preliminary injunction or other provisional judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this section.

12. **FORCE MAJEURE.** Any delay or failure of Company to perform its obligations shall be excused if, and to the extent that such delay or failure is the result of any event or occurrence beyond the reasonable control of such party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay and recovery plan) shall be given by the affected party to the other party as soon as possible after the event or occurrence. During the period of such delay or failure to perform by Company, Customer, at its option, may obtain the services from other sources, without liability to Company.
13. **INSOLVENCY.** Company may immediately terminate this contract without liability to Customer in any of the following or other comparable events: (1) insolvency of Customer; (b) filing of a voluntary petition in bankruptcy or business reorganization by Customer; (c) filing of any involuntary petition in bankruptcy or business reorganization against Customer; (d) appointment of a receiver or trustee for Customer; (e) execution of any assignment for the benefit of creditors by Customer, provided that such petition, appointment, or assignment is not vacated or nullified within 15 days of such event. Customer shall reimburse Company in connection with any of the foregoing, including but not limited to, all attorney's or other professional fees.
14. **THE PARTIES AGREE** that this Agreement and any Schedules or Appendixes attached hereto constitute the entire Agreement between the parties hereto and supersedes all prior Agreements and understandings of the parties relating to the subject matter hereof and shall be binding upon the respective parties and their respective representatives, successors and assigns. Any changes made to this Agreement by Company shall be binding upon Customer once the same has been forwarded to Customer. Customer agrees that the Company has a unilateral right to change this Agreement at any time. If Customer does not agree to changes, this Agreement may be terminated pursuant to the Agreement.
15. **IF ANY ONE OR MORE OF THE PROVISIONS** contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if it had never contained that invalid, illegal or unenforceable provision so that this Agreement will be enforceable to the extent compatible with the applicable law as it then exists. Moreover, if any one or more of the provisions contained in this Agreement is for any reason held to be excessively broad or narrow as to time, duration, geographical scope, activity or subject, this Agreement will be construed by expanding or reducing it, so that this Agreement will be enforceable to the extent compatible with the applicable law as it then exists.
16. **THIS AGREEMENT SHALL BE BINDING** upon and shall inure to the benefit of Customer, Company and Carrier, their respective heirs, administrators, successors and assigns. Customer further agrees that he/she is familiar with the English language and has read this paragraph and Agreement and further understands its contents.
17. **THIS AGREEMENT MAY BE EXECUTED** in one or more counterparts and/or by facsimile transmission, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
18. **THE FAILURE OF EITHER PARTY** in any one or more than one instance to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right or privilege herein, or the waiver

by either party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.

19. EVEN THOUGH THIS MASTER AGREEMENT WAS DRAFTED BY COMPANY, the parties agree that this Agreement accurately reflects the intent and understanding of each of the parties and should not be construed against either individual or any of the named companies if there is any dispute over the meaning or intent of any provisions.
20. CUSTOMER HEREBY ACKNOWLEDGES that he/she/it has had adequate time to review and read this Agreement and hereby is voluntarily signing this document without force or coercion. **Failure to read this Agreement is not an excuse to prevent its enforcement.** Customer acknowledges, agrees and understands this Agreement is not one of adhesion inasmuch as Customer could seek a contract with any other company or Carrier. Customer further agrees and indicates that he/she/it is familiar with the English language and acknowledges reading this Agreement and understanding its contents.
21. CUSTOMER HEREBY GRANTS A MECHANIC'S/WAREHOUSEMAN'S/GARAGEKEEPER'S/TRADESMEN'S LIEN as to all property/equipment identified in this Agreement or any Appendix to CHAT of Michigan, Inc., for any and all monies, sums, rents, costs or other incidental expenses expended on behalf of Customer in furtherance of this Agreement. Customer further agrees and assigns any and all of its interest in said property/equipment to CHAT of Michigan, Inc., to have, hold, and keep safe in CHAT of Michigan's possession until such time as any lien or mechanic's lien has been resolved in favor of CHAT of Michigan. Customer further agrees that the retention of any of the property/equipment identified in this Agreement or any Appendix that is subject to the lien granted herein, is and shall be considered a civil matter and not subject to a criminal complaint. Customer guarantees, warrants and agrees that CHAT of Michigan, Inc., may retain possession of said property/equipment until charges are paid or repaid to CHAT of Michigan. Customer waives any claim or counter-claim for loss of use or business and any and all other damages when CHAT of Michigan retains possession of said property/equipment until CHAT of Michigan is fully and satisfactorily reimbursed for all amounts owed.
22. AUTHORITY TO BIND. It is understood and agreed between the parties that the individuals signing below have authority to bind their respective company/organization/corporation or the person who signs this document agrees to be personally liable for the amounts owed or duties to be performed.

This Agreement is hereby entered into and executed on the ____ day of _____, 20__.

CUSTOMER

By: _____

Its: _____

Witness

CHAT OF MICHIGAN, INC.

By: _____

Its: _____

Witness

EXHIBIT A

EQUIPMENT/PROPERTY SUBJECT TO CHAT MASTER AGREEMENT

Description	Serial Number	Weight	Declared Value

CUSTOMER:

COMPANY:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A-1

EQUIPMENT/PROPERTY RECEIVED INTO STORAGE
UNDER MASTER AGREEMENT

Description	Serial Number	Weight

CUSTOMER:

COMPANY:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



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EXHIBIT B

PAYMENT SCHEDULE PURSUANT TO MASTER AGREEMENT

Payment Amount	Due Date	Service

CUSTOMER:

COMPANY:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



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EXHIBIT B-1

FEE SCHEDULE FOR STORAGE

Payment Amount	Due Date	Service

CUSTOMER:

COMPANY:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



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EXHIBIT C

FEE SCHEDULE FOR TRANSPORTATION

Point of Departure:

Point of Arrival:

Address

Address

City/State/Zip

City/State/Zip

Fees

Fees