

Hyl-Tun Farm

Ernest & Gwendolyn Hilton

8 Ferry Road

Starks, Maine 04911

(207) 696/3800(o); 399-8699(c); ewhilton@myfairpoint.net

Agreement/Waiver/Release For Storage of Property

Agreement entered this day between Ernest W. Hilton and/or Gwendolyn R. Hilton, hereinafter Hiltons, and

(Name) _____

of (Address) _____ (Tel. #) _____

hereinafter called "Tenants" for the storage of the following property:

Type of Item (make) _____ Length/Area _____

Battery Removed? _____ Status of Fuel Tanks/Propane Tanks/Other Hazards _____

Location of Keys _____ Trailer _____ Registration # _____

Accessories: _____

Condition: _____

**This document is a waiver and release of liability.
PLEASE EXAMINE THIS DOCUMENT CAREFULLY.**

Storage of the Property in these buildings is subject to the following terms, conditions and understandings.

1. The property described herein may be delivered to the order of the Tenants, or either of them, or to any person presenting a note signed by one of the Tenants. Tenants may be provided with a storage receipt which Hiltons may require to be presented at the time of delivery of the Property. Please safeguard any such receipt and notify Hiltons if the receipt is lost. Hiltons shall not in any event be liable for mis-delivery of the Property.
2. Delivery is dependent on the location of the Property within the barns and its accessibility. For that reason, Tenants and Hiltons agree to establish a date for picking up Tenant's Property, which date shall be the third Saturday in April unless otherwise notified by Hiltons. Tenants agree to be available on that date, or such other date as the Hiltons shall set for the purpose of coordinating the removal of all property. Hiltons will make reasonable attempts to have the Property available on the date desired by Tenant, but Tenants agree no assurances of availability are given in this transaction and none may be implied.
3. If not called for, the Property will be stored upon the same terms and conditions for another year.
4. Unclaimed property remaining after two years may be sold to satisfy accrued charges.
5. It is understood that certain customers may have their own keys to the buildings and may enter the building unsupervised by Hiltons. Tenants hereby waive and release any liability from this arrangement.
6. It is understood Hiltons may or may not have any insurance coverage of any type on any of the buildings. It is further understood and agreed, the Tenants may not and should not in any respect rely on insurance coverage by the Hiltons.
7. Hiltons shall not be liable for any physical damage or losses to Tenants' property including losses caused by fire, vandalism or malicious mischief, theft, collapse of building, water damage, ice damage or any cause within the normal definition of extended coverage; Nor shall Hiltons be responsible for any such physical damage or loss beyond their control including discoloration and other inherent causes.
8. **Tenants shall hold Hiltons harmless** for any liability arising out of any matter, occurrence or event involving the Tenants or their property.

TENANTS SHOULD CHECK WITH THEIR INSURANCE AGENT OR BROKER TO MAKE SURE THEY HAVE ADEQUATE COVERAGE WHILE THEIR PROPERTY IS IN HILTONS' FACILITY.

PLEASE BE CAREFUL ENTERING OR EXITING THE AREA OF THE BUILDINGS DUE TO THE "BLIND" NATURE OF THE ROAD ADJACENT TO THE BUILDINGS.

Storage date: _____

Total Storage Fee: \$ _____ Date Paid: _____

Dated: _____

Tenant Signature(s)

Dated: _____

Hiltons' Signature