

**MKS Pipe & Valve Company**  
1200-1202 Adams St.  
Kansas City, KS 66103  
PO Box 412553  
Kansas City, MO 64141



**Website:** mkspvf.com  
**Phone:** 816-842-6513  
**Fax:** 816-842-2750  
**Toll Free:** 888-665-2696

### **Terms and Conditions for On-Site Storage Fees**

Effective Date: [Date]

Company Name: [Company Name]

Address: [Company Address]

Contact Information: [Contact Info]

#### **1. Purpose**

These Terms and Conditions ("Agreement") govern the application of storage fees for any materials, equipment, or property ("Goods") stored on-site at MKS premises after the Effective Date.

#### **2. Acceptance of Terms**

By storing Goods on-site at MKS's facility or location, the customer set forth above agrees to these terms and conditions in full.

#### **3. Storage Fee Policy**

- Customer agrees MKS may charge storage fees when Goods remain on-site beyond the agreed-upon 90-day time period, pickup or removal date, or when storage is requested by the Customer.
- Standard storage fee: 25% of the open order value charged every 30 days.
- Any deviation from these rates must be agreed upon in writing prior to storage.

#### **4. Duration and Billing**

Fees begin accruing on the day after the agreed 90-day time period for removal or delivery. Storage fees are billed monthly and Customer shall pay within 30 days of the date of invoice. Storage for any partial month will be prorated on a daily basis based on a 30-day month period. Failure to pay or abandonment of Goods may result in additional late fees, interest, expenses, including attorneys' fees, or withholding of Goods.

#### **5. Access and Liability**

- Access to stored items must be scheduled in advance during regular MKS business hours.
- MKS is not liable for damage to or loss of stored Goods unless due to gross negligence or willful misconduct by MKS
- Customer is responsible for insuring their stored items against loss or casualty.

#### **6. Abandoned Goods**

- Goods left on-site more than 30 days beyond the agreed 90-day time period without communication by the Customer or for Customer's failure to timely pay invoices may be considered abandoned.
- MKS reserves the right to dispose of or auction off abandoned Goods to recover unpaid fees.

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**7. Indemnification**

Customer shall indemnify and hold harmless MKS Pipe & Valve Co., its employees, and agents from any claims, damages, or losses arising from the storage of Goods on-site.

**8. Modifications**

MKS reserves the right to revise these terms at any time. Customers will be notified in writing of any changes with 15 days' notice.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

By storing items on-site, the Customer acknowledges and agrees to these Terms and Conditions.

**Customer Name:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MKS Pipe & Valve Co.**

**Sign:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_