

AGREEMENT FOR WAREHOUSE STORAGE AND HANDLING

AGREEMENT # COMMERCIAL 160

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2026, by and between Fister Distribution, Inc, whose address is located at 2335 Palumbo Drive, Lexington, Kentucky 40509, acting as Warehouseman and Lexington Fayette Urban County Government, located at 200 East Main St, Lexington, KY 40507 acting as Depositor.

AGREEMENT TERMS AND CONDITIONS

DURATION OF AGREEMENT:

This agreement is for the storage request project commencing on 5/1/2026 and shall last until completion of the project (New Senior & Therapeutic Recreation Center), or until either party gives written notice, for any reason at any time, to the other that the Agreement will be terminated thirty (30) days or more in advance.

- (a) This Agreement is automatically cancelled by the Warehouseman if no storage or other services are performed under this Agreement for a period of 180 days from the most current date of activity of any services.
- (b) In the absence of written acceptance, the act of tendering goods described herein for storage and handling or other services by Warehouseman within thirty (30) days from the proposal date with the use of formal documentation, I.E. Warehouse Receivers and Releases, shall constitute such acceptance by Depositor.
- (c) The provisions of KRS 355.7-209 apply to this Agreement and provide for a lien of Warehouseman.

LOCATION:

Warehouseman will provide storage and handling services at the 2335 Palumbo Drive location, Warehouse Number 3.

TENDER FOR STORAGE:

- (a) All goods for storage shall be delivered at the Warehouse, properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marked brands and/or sizes to be kept and accounted for separately.
- (b) Warehouseman reserves the right to refuse to accept any storage items which are not properly marked or packaged for handling.

STORAGE PERIOD AND CHARGES:

- (a) All charges for storage are flat rate \$1,200/month
- (b) Storage charges become applicable upon the date that Warehouseman accepts care, custody, and control of the goods, regardless of unloading date or date of issuance of warehouse receipt.
- (c) A full month's storage charge will apply on all goods beginning in the month for which product begins arriving at warehouse, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months.
- (d) The warehouse will make available at the beginning of the contract enough space to fit the Lexington Senior Center project.
- (e) Rates: See **attached Schedule A**

TRANSFER OF GOODS:

- (a) Instructions to transfer goods on the books of Warehouseman are not effective until delivered to and accepted by Warehouseman, and all charges up to the time transfer is made are chargeable to the Depositor on record. If a transfer involves rehandling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through the issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- (b) The Warehouseman reserves the right to move, at his expense, 30 days after notice is sent by certified or registered mail to the Depositor on record, or to the last known holder of the negotiable. Warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses. The Warehouseman may, without notice, move goods within the warehouse in which they are stored.

- (c) Warehouseman shall not transfer goods requested by Depositor, unless, authorized in writing by a representative of Depositor.

HANDLING:

- (a) Warehouse handling is receiving items or bailed goods at the warehouse from a trailer and placing goods in storage and returning goods to warehouse door and loading into trailers.
- (b) Materials (lumber, stretch wrap, etc.) used in loading trailers or other vehicles are chargeable to the Depositor.
- (c) The Warehouseman shall not be liable for demurrage, delays in unloading inbound trailers or delays in obtaining and loading trailers for outbound shipments unless Warehouseman has failed to exercise reasonable care.
- (d) The Warehouseman shall maintain an inventory record of goods received, shipped, and on hand in storage. This is considered part of handling services.
- (e) Rates: See attached Schedule A

SHIPPING AND RECEIVING HOURS:

The warehouse will be open 7:00 a.m. to 4:00 p.m. Monday through Friday EST for shipping and receiving. Warehouseman requests that delivering carriers tending truck load shipments call 24 hours in advance, notifying Warehouseman of goods on board and number of pieces.

OBSERVED HOLIDAYS:

- (a) Warehouseman Holiday Closings
  - New Year's Day
  - Fourth of July
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Memorial Day
  - Labor Day
  - Christmas Eve
  - Christmas Day
- (b) Weekend Holidays – If a holiday falls on a Sunday, the warehouse will be closed on the following Monday. If a holiday falls on a Saturday, it will be observed on the Friday prior to the holiday.

SPECIAL SERVICES:

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor.

- (b) Special services requested by the Depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers, or other data from packages; physical inventory of goods; handling outside carrier transit billings; will be subject to a charge.
- (c) Dunnage, bracing, packing material or other special supplies will be provided for the Depositor at a charge in addition to the Warehouseman's cost.
- (d) By prior agreement, goods may be received or released during, other than, usual business hours, subject to a charge.
- (e) Excessive communication expenses including postage, telephone, etc. will be charged to the Depositor, if such concern is more than normal inventory reporting and at the request of the Depositor.
- (f) Rates: **See attached Schedule A**

DECLARED VALUE, LIABILITY AND NOTICE OF CLAIMS:

Refer to Section I attached. See Page 2-Section 11.

TERMS:

Invoices are due and payable within 30 days. A 1.5% finance charge per month (18% annum) will be charged on all accounts not paid within 30 days of the date of the invoice. The finance charge is not intended as an alternative to payment when due.

DEPOSITOR  
AGREEMENT ACCEPTED BY:

WAREHOUSEMAN  
AGREEMENT ACCEPTED BY:

FISTER DISTRIBUTION, INC.

Signature	Signature
Title	Title
Date	Date

RATE SCHEDULE A:

Storage: Flat rate \$1,200/month

Full Service Delivery: Not to Exceed \$7,000  
(unpack and place in location)

Handling In: \$6.00/cwt

Handling Out: \$6.00/cwt

Pallet Usage: \$5.00/pallet

Shrink Wrap: \$125.00/case

Fuel: \$25.00 per Delivery

Debris Removal: Included in Pricing

Valuation: A) Total estimated value of goods set at \$100,000  
Additional charge of \$175/per month

DEPOSITOR  
AGREEMENT ACCEPTED BY:

WAREHOUSEMAN  
AGREEMENT ACCEPTED BY:

FISTER DISTRIBUTION, INC.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Section I

### STANDARD CONTRACT TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSEMAN

#### ACCEPTANCE – Sec. 1

- (a) This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of the contract. In 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 such acceptance by depositor.
- (b) 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 (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.
- (c) This contract may be canceled by either party upon 30 days written notice and is cancelled if no storage or other services are performed under this contract for a period of 180 days.

#### SHIPPING – Sec. 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees, to the extent permitted by law and without waiving sovereign immunity or any third party defense, to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury and damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

#### TENDER FOR STORAGE – Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. Depositor represents that depositor is the owner of the goods, or otherwise, has the right to store the goods with the warehouseman.

#### STORAGE PERIOD AND CHARGES – Sec. 4

- (a) All charges for storage are per package or other agreed unit per month
- (b) Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.
- (c) When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to but not including the same date of the next and all succeeding months. All storage charges are due and payable on the 1<sup>st</sup> of the storage month.
- (d) Warehouseman claims a possessory lien on the goods covered by this warehouse receipt, as well as on the proceeds of them in its possession. This lien covers storage charges, any transportation charges, insurance, labor or other charges, present or future, and for expenses necessary for preservation of the goods and costs reasonably incurred in their sale pursuant to the warehouseman's lien or under any other law. Warehouseman also claims a lien for any charges and expenses in relation to other goods stored by depositor.

#### TRANSFER, TERMINATION OF STORAGE REMOVAL OF GOODS – Sec. 5

- (a) Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves re-handling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- (b) The warehouseman reserves the right to move, at his expense, 30 days after notice is sent by certified or registered mail to the depositor of record or the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charges shall be made for the current storage month. The warehouseman may, without notice, move goods within the warehouse in which they are stored.
- (c) The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.
- (d) If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of the warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them by public sale held one week after a single advertisement or posting as provided by law.
- (e) If, as a result of, a quality or condition of the goods of which the warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on a reasonable notification to all persons known to claim an interest in the goods. The Depositor shall have the option to remove the goods before the warehousemen initiates a sale of the goods. If the warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any lawful manner and shall incur no liability by reason of such

disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

**HANDLING – Sec. 6**

- (a) The handling charge covers the ordinary labor involved in receiving goods at warehouse door. Placing goods in storage and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.
- (b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.
- (c) Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.
- (d) When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item an order.
- (e) The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining the loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

**DELIVERY REQUIREMENTS – Sec. 7**

**The Goods received will be delivered to the Depositor named herein, or to the Depositor's order.**

- (a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed
- (b) by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss of error occasioned thereby.
- (c) When a negotiable receipt has been issued no goods covered by that receipts shall be delivered, or transferred on the books of the warehouseman, unless the receipt, properly endorsed is surrendered for cancellation, or for endorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of the goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.
- (d) When goods are ordered out a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

**Extra services (special services) – Sec. 8**

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.
- (b) Special services requested by depositor include but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods, and special supplies may be provided for the depositor at a charge in addition to the warehouseman's cost.
- (c) Dunnage, bracing, packing materials or other special supplies may be provided for the depositor at a charge in addition to the warehouseman's cost or other data from packages, physical check of goods, and handling transit billing will be subject to a charge.
- (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.
- (e) Communication expense including postage, teletype, telegram or telephone, will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

**BONDED STORAGE – Sec. 9**

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

**MINIMUM CHARGES – Sec. 10**

- (a) A minimum charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand or variety will be made.
- (b) A minimum monthly charge to one account for storage and or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

**LIABILITY AND LIMITATION OF DAMAGES – Sec. 11**

- (A) **THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE WAREHOUSEMEN SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LFUCG FROM AND AGAINST ANY LIABILITY, DAMAGES, AND LOSSES AS TO ANY THIRD-PARTY CLAIM ARISING FROM WAREHOUSEMEN'S NEGLIGENCE, EXCEPT FOR THOSE WHICH COULD NOT HAVE BEEN AVOIDED BY EXERCISING THE CARE A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES.**
- (B) **GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED. GOODS ARE NOT INSURED BY THE WAREHOUSE FOR THE BENEFIT OF THE DEPOSITOR AGAINST FIRE, OR ANY OTHER CASUALTY HOWEVER CAUSED. DEPOSITOR SHALL PROCURE ITS OWN INSURANCE FOR THE FULL VALUE OF THE STORED GOODS. HOWEVER, WAREHOUSEMEN REPRESENTS THAT IT MAINTAINS APPROPRIATE INSURANCE COVERAGE, AND UPON REQUEST BY LFUCG, WAREHOUSEMEN SHALL PROVIDE LFUCG WITH A CERTIFICATE OF INSURANCE (COI) OUTLINING THEIR INSURANCE COVERAGE.**

- (C) THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO \$100,000, PROVIDED HOWEVER THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT MONTHLY CHARGE OF \$175 WILL BE MADE IN ADDITION TO THE REGULAR MONTHLY STORAGE CHARGE.
- (D) GOODS ARE STORED AT DEPOSITOR'S RISK FOR LOSS OR DAMAGE RESULTING FROM ACTS OF GOD, SEIZURE OR OTHER ACTS OF CIVIL OR MILITARY AUTHORITY, INSURRECTION, RIOT, STRIKE, OR ENEMIES OF THE GOVERNMENT, FOR LOSS OF DAMAGE RESULTING FROM INADEQUATE PACKAGING OR WEAR OR TEAR, OR FROM ANY CAUSE BEYOND THE WAREHOUSEMAN'S CONTROL. REGARDLESS OF THE EXERCISE OF DUE CARE, WAREHOUSEMAN SHALL NEVER BE RESPONSIBLE FOR LOSS OR DAMAGE RESULTING FROM SPRINKLERS, SPRINKLER LEAKAGE, FIRE, WINDSTORM OR INSECT OR RODENT INFESTATION.
- (E) GOODS THAT ARE SUBJECT TO DAMAGE THROUGH TEMPERATURE OR HUMIDITY CHANGES OR OTHER CAUSES INCIDENT TO GENERAL STORAGE WILL BE RECEIVED IN GENERAL STORAGE ONLY AT THE DEPOSITOR'S RISK FOR SUCH DAMAGE AS MIGHT RESULT FROM GENERAL STORAGE CONDITIONS.

**NOTICE OF CLAIM AND FILING OF SUIT – Sec. 12**

- (a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (b) No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this sections and unless such action is commenced either within nine months after date of delivery by warehouseman or within nine months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter. When goods have not been delivered notice may be given of known loss or injury of the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice on the date of mailing of such notice by warehouseman.

**YOUR GOODS ARE NOT INSURED FOR FIRE**

DEPOSITOR  
AGREEMENT ACCEPTED BY:

WAREHOUSEMAN  
AGREEMENT ACCEPTED BY:

FISTER DISTRIBUTION, INC.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date