

PETERSBURG COMMUNITY COLD STORAGE
 700 South Nordic Drive, Petersburg, Alaska 99833
 Office: 772.4001 or Cell: 518-0126

General Terms, Conditions and User Agreement

Regular Business Hours

Regular office hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Receipt and delivery on Saturdays, Sundays, holidays and outside normal office hours may be arranged with prior notice.

Rate Schedule

FREEZING	
Blast Freezing and Glazing	.07 cents/pound
Glazing Only	.03 cents/pound
Customers can realize a .025 cents/pound (one-quarter cent per pound) rebate/reduction for blast freezing services if account is paid in full within 15 days of invoice date.	

STORAGE	
Standard Storage	\$30/month/tote
Partial Month (1-14 days)	\$15/tote
Sport/Personal Use/Subsistence	\$15/month for shelf
In/Out Fees	\$10 at time of intake, and at time space is cleared out.

Miscellaneous	
Space for sorting/packaging	.02 cents/pound with \$100 minimum.
Totes/Pallets	\$53.00
Ice	Contact PCCS for current price.
Bait	Contact PCCS for current price.

Other Services	
Bait Freezing	.15 cents/pound
Van Loading	\$70/hour with ½ hour minimum charge.
Labor	\$70/hour

Contract Term

The term of the agreement is from January 1, 2009 to December 31, 2009. The terms of this agreement shall be reviewed and revised on an annual/biannual basis in order to adjust to operational realities and better meet the needs of the community. Rates are subject to change without notice.

Basic Facility Usage Guidelines

- “First come-First served” will be the basic guideline in deciding who uses the facilities and equipment.
- Cold storage manager may reserve only up to 80% of commercial blast freezer capacity for large commercial users. Large commercial users are allowed up to a total of 200,000 pounds of cold storage space (cumulatively) any one time.
- Customers can reserve use of the facility 48 hours in advance and must inform manager if reserved product volume changes substantially or if canceling reservation. If customer fails to inform manager of cancellations twice in one processing season, customer will be requested to pay a deposit on future reservations equal to 50% of anticipated invoice amount.
- Sport-caught and personal use fish may be stored in the cold storage, however, the blast freezers may not be utilized to freeze sport-caught and personal use fish as not to harm existing processors who provide this service.

Handling, Storage & Freezing

- Rates for handling and storage will be computed on the following basis:
 - Shipment in storage for more than 14 days of the same month will be charged a full months storage.
 - Shipments in storage for less than 15 days in the same month will be charged one-half months storage.
- Petersburg Community Cold Storage is not responsible for any QC activities. Clients or the entity freezing fish (either person or company) is solely responsible for QC. Further, those freezing fish must ensure that adequate personnel, both in terms of numbers and training, are available to ensure fish is processed in a timely manner within the agreed upon freezing schedule. If client does not provide necessary personnel, cold storage manager and/or assistant may attempt to ensure schedule is maintained and client may be billed accordingly for time and materials.

- Handling charges are due the first month the shipments are received, within 15 days of the date of invoice. Minimum charge is \$30/month per tote, whether tote is full or not.
- Freezing charges cover the ordinary labor and duties incidental to receiving goods at the facility door, stowing and delivering to cold storage door, but do not include labor for sorting, weighing/tallying, marking, sampling, inspection and loading/unloading vans. These extra services will be charged at the standard hourly rates established in the rate schedule.
- Charges for extra services incidental to freezing and/or storage will be billed as the services are performed at the standard hourly rate. Charges are net as billed. One-quarter cent (1/4 cent) per pound discount for blast freezing services will be itemized on statement and discount may be taken if payment is received by Petersburg Community Cold Storage within 15 days of invoice date.
- The Petersburg Community Cold Storage, upon 30 days written notice to the owner, may require the removal of goods or any portion thereof and require payment of all charges attributable to those goods. If the goods are not removed, the Petersburg Community Cold Storage may sell the goods and may exercise any other rights it has under the law.
- The facility and equipment are available for blast freezing, glazing and holding frozen product in cold storage. THERE WILL BE NO PROCESSING, OTHER THAN BLAST FREEZING, ALLOWED IN THE FACILITY.
- All labor will be provided by the customer (except fork lift operation). The customer is responsible for providing the necessary personnel to weigh/tally, rack, freeze, glaze, and tote/box fish within the time period reserved by the customer.
- ALL persons using the facility (except bait) must provide their current DEC and DOR paperwork before they will be allowed to utilize facility or equipment.
- ALL persons operating blast freezing equipment must go through in-house familiarization and sanitation orientation, a record of which will be maintained at the facility.
- Illegal product in facility will not be tolerated and it is the responsibility of the person/business under whose license & permit the product is frozen/stored, not the cold storage manager, to be cognizant of the nature of the product be stored in the facility.

- All products to be stored in cold storage shall be frozen before it will be accepted into the cold storage facility.

Delivery In and Out of the Warehouse

- No goods shall be delivered or transferred without written, dated instructions from the owner.
- When goods are ordered out of the warehouse, storage charges shall be paid through the end of the month in which the goods leave the cold storage. The Petersburg Community Cold Storage shall be given a reasonable time to carry out loading instructions.
- Bait: Petersburg Community Cold Storage will not store baited longline gear, and once bait leaves the facility, it is at the manager's discretion whether the bait may be returned to the facility.

Transfer of Ownership of Goods in Cold Storage

- When part of a lot is transferred in the warehouse from one party to another and requires physical separation of the goods in the lot, the charge for separation will be at the standard labor rate.
- Goods transferred in the warehouse from one party to another may be subject to the Warehousemen's lien for storage charges of the transferor. The Petersburg Community Cold Storage may require payment of all charges owed by the transferor prior to transferring goods.

Loading and Unloading

- Freezing rates do not include loading or unloading vans, trucks or any other vehicles. A \$10.00 fee will be charged for all in and out operations, except ice, taking less than 15 minutes. Anything over 15 minutes will be charged at the van loading rates.
- In loading, unloading and sorting goods, the Petersburg Community Cold Storage acts as agent for the owner and will not be responsible for errors or shortages. Owner may furnish a checker to verify load and count, otherwise the Petersburg Community Cold Storage record of load and count shall be conclusive and the Petersburg Community Cold Storage shall have no liability for later discrepancies.
- Any individual or business utilizing the Petersburg Community Cold Storage assumes full responsibility for the weight of their product brought to the facility and the weight of their product leaving the facility.

Liability

- The responsibility of Petersburg Community Cold Storage employees in the absence of a written contract is reasonable care and diligence. The Petersburg Community Cold Storage will have no responsibility for concealing damage, leakage, variation in weights, or loss of weight by reason of defective or insufficient containers occurring while goods are in storage or are being handled, nor for failure to detect or remedy same.
- Perishable goods, or goods susceptible to damage through temperature changes or other causes incidental to general storage, are accepted in general storage only at the owner's risk for such damage as may result from general storage conditions.
- All commodities of a very perishable nature are stored at owners' risk and shall be inspected periodically by the owner or his designated agent. The Petersburg Community Cold Storage will not assume responsibility except for the maintenance of a given temperature, which will be stated at the time of storage.
- By delivering goods to the warehouse, or delivering instructions to the Petersburg Community Cold Storage regarding the contents and packaging of goods in the warehouse, the owner thereby warrants and represents to the Petersburg Community Cold Storage that such goods are not adulterated or misbranded within the meaning of the Food and Drug Cosmetic Act. If the Petersburg Community Cold Storage accepts such goods and ships such goods in good faith, and incurs any damage, loss or expense or liability arising from such acceptance or delivery under the Food and Drug Cosmetic Act or any other law, order or regulation, the owner shall defend and indemnify the Petersburg Community Cold Storage against same, and reimburse all reasonable fees, including attorney's fees.

Insurance

- The goods stored in the cold storage are **not** insured by the Petersburg Community Cold Storage, and the storage rates do not include insurance coverage other than liability coverage. By delivering goods to the cold storage, customer understands that the Petersburg Community Cold Storage does not maintain any insurance on the goods stored. Customers are encouraged to obtain spoilage insurance

Waiver and Severability

- Failure on the part of the Petersburg Community Cold Storage to insist upon strict compliance with any provision hereof shall not constitute a waiver or estoppel to later demand strict compliance.

- If any provision hereof is declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

Liens

- The Petersburg Community Cold Storage shall be entitled to a lien on all goods held in the cold storage under a customer account, and such lien shall be in the amount of all storage, handling, freezing and related charges incurred by such customer, and all expenses reasonably necessary for preservation of the goods or reasonably incurred by the Petersburg Community Cold Storage in exercising its lien rights. If the goods are transferred out of the cold storage, the lien for unpaid charges relating to such goods shall be enforceable against any goods remaining in the cold storage under the same customer account. In addition, by delivering goods to the cold storage, the customer grants a security interest in the goods and all proceeds derived from the goods for all charges described above, whether incurred before or after such delivery.

Payment Terms

- All charges are due and payable 15 days from the date of the invoice. A late charge of 1.5% per month will be assessed on outstanding balances for accounts past due. An account shall be considered in default if no payment is made within 45 days of invoice date.

Access to Goods

- Customers, subject to the insurance regulations and reasonable limitations, have access to their goods in the warehouse when accompanied by a cold storage employee for whose time a charge may be made. Access outside regular business hours shall be at the discretion of cold storage employees.

Approval of Contract

- This contract has been reviewed and approved by the PEDC Board of Directors. By signing below, you acknowledge that you have read, understand, and agree to the terms and condition as outlined in this document.

Name/Company

Date