

## PETERSBURG COMMUNITY COLD STORAGE

700 South Nordic Drive, Petersburg, Alaska 99833

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### General Terms, Conditions and User Agreement

#### Regular Business Hours

Regular hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.

Summer hours: Open Daily, 8:00 am to 5:00 pm from July 15 to September 15.

Receipt and delivery outside of regular hours may be arranged with notice and is subject to a call-out fee.

#### Rate Schedule

<b>FREEZING</b>	
Blast Freezing and Glazing	.14 cents/pound
Glazing Only	.05 cents/pound
Roe	\$1,500 per blast cell

<b>STORAGE</b>	
Full Month	\$30/tote
Partial Month (Totes received on or after the 16 <sup>th</sup> of the month.)	\$20/tote
Oversized Tote (Totes exceeding 44" in height.)	\$40/tote
Shelf Rate for Sport/Personal Use/Subsistence (no in/out fee.)	\$25/month for shelf
In/Out Fees (First four outtakes per month are no charge.)	\$10 for every intake/release \$10 intake/release every 7+ totes

<b>VOLUME STORAGE DISCOUNT</b>	
11- 20 totes	5% discount
21-49	10% discount
> 50 totes	20% discount

Discounts are based on the number of totes stored in the holding room when monthly inventory is taken at the end of the month. Customers whose accounts are in default status forfeit the volume discount.

<b>MISCELLANEOUS</b>	
Van staging (plug-in)	\$30/day
Processing/Packaging Space (Scheduling	\$20/hr.

at discretion of manager. Subject to after-hours call out fee.)	
Space for sorting/packaging	.02 cents/pound with \$100 minimum.
Totes/Pallets	\$53.00
Used Tote/Pallet	\$20.00
Ice	Contact PCCS for current price.
Bait	Contact PCCS for current price.

<b>OTHER SERVICES</b>	
Bait Freezing	.15 cents/pound
Van Loading	\$70/hour with \$20 minimum charge for 15 minutes.
Labor	\$70/hour
After hours call-out fee	\$50 \$25 for shelf users

### **Payment Terms**

- All charges are due and payable 30 days from the date of the invoice. A late charge of .875% 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 90 days of invoice date.

### **Storage Charges**

- Storage rates are quoted on a split month basis. A full month's storage charge will apply to all goods received between the 1<sup>st</sup> and 15<sup>th</sup>, inclusive, of a calendar month. A partial month storage charge will apply to goods received between the 16<sup>th</sup> and the last day, inclusive, of the calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all goods then remaining in storage.
- Shelf rates are quoted on a monthly basis. The full monthly storage rate is charged regardless of the date goods are received in storage. There are no intake/outtake fees for shelf rates.
- Handling/intake charges are due the first month the shipments are received.
- Blast Freezing and Storage 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, storage in holding room, and loading/unloading vans. These extra services will be charged at the standard hourly rates established in the rate schedule.

## **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**

- The facility and equipment are available for blast freezing, glazing, sorting, packaging, and holding frozen product in cold storage.
- All products to be stored in cold storage shall be frozen before it will be accepted into the holding room.
- Petersburg Community Cold Storage is not responsible for any QC activities. Client or the entity freezing fish (either person or company) is solely responsible for QC. The PCCS may, at its discretion, refuse to process product that is deemed below PCCS standards. Customers are responsible for ensuring the quality of product brought into the facility. 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.
- 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.
- 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. Customer labor is considered volunteer service and not entitled to pay, benefits or other remuneration from the PCCS. Customer assumes all risk and responsibility for any damage, injury or death sustained while involved in this volunteer work, including but not limited to any related medical costs and expenses. The PCCS does not provide insurance of any kind for customer's volunteer services, including but not limited to insurance for the loss or physical damage of personal vehicle, equipment, perishable product, or other personal property used while performing volunteer duties. Customer agrees to release the PCCS, and its directors, officers, employees, agents and representatives from any and all liability, loss, damage claim and/or cause of action which may be caused by their negligence or willful neglect. Customer also agree to defend, indemnify and hold harmless the PCCS, and its directors officers, employees, agents, and representatives, from any and all liability, loss, damage claim, and/or cause of action of any kind that may arise as a result of their own actions or conduct as volunteer.

- 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.
- Illegal product will not be tolerated and it is the responsibility of the customer, not the cold storage manager, to be cognizant of the nature of the product to be frozen or stored in the 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.

### **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 \$20.00 fee will be charged for all loading operations, except ice, taking 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. Customer 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. 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 their own 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.

## **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, and subject to call-out fees

## **Contract Term**

- This agreement was updated on April 1, 2016. Rates and conditions of use are subject to change without notice.

## **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. Use of the Petersburg Community Cold Storage constitutes acceptance of the terms and conditions as outlined in this agreement.

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Name/Company

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Date