

**Cross Dock Service Agreement**

**THIS Service Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**BETWEEN:**

**High Point Home Furnishings Center ,LLC**

Address: 1100 Trinity Ave, High Point, NC 27260

Telephone: 336-887-7277 Fax: 877-682-1633

(the "Service Administrator")

OF THE FIRST PART

**- AND -**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
(the "Manufacturer Supplier")

OF THE SECOND PART

**IN CONSIDERATION OF** the Service Administrator leasing certain premises to the Manufacturer Supplier and the Manufacturer Supplier request for warehouse and cross docking services, the Manufacturer Supplier accepting those premises from the Service Administrator and the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to these services agree as follows:

**Services Provided**

1. The Service Administrator agrees to manage all inventories in possession and administer shipping and receiving services on behalf of the Manufacturer Supplier in a manner that can be reasonably expected of similar service providers within the same industry.
2. The Service Administrator agrees to receive product on behalf of the Manufacturer Supplier and provide secure warehousing until such time that the Manufacturer Supplier authorizes the release of product per written instructions; Standard Bill of Lading.
3. The Service Administrator agrees to follow the instructions as per the Standard Bill of Lading without discretion and accepts responsibility for the proper execution of written instructions.
4. The Service Administrator agrees to provide to the Manufacturer Supplier according to the following terms \_\_\_\_\_ (weekly/monthly) updated and verified inventory audits to insure the accuracy of services provided.

### **Term**

5. The term of the Service Agreement is a periodic Agreement commencing at 12:00 noon on \_\_\_\_\_ and continuing on a month-to-month basis until the Service Administrator or the Manufacturer Supplier terminates the Agreement.
6. Upon 10 days notice, the Service Administrator may terminate the services provided under this Service Agreement if the Manufacturer Supplier has defaulted in the payment of any portion of the Rent when due.
7. Upon 10 days notice, the Service Administrator may terminate the services provided under this Service agreement if the Manufacturer Supplier fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Service agreement to be observed, performed and kept by the Manufacturer Supplier and the Manufacturer Supplier persists in such default beyond the said 10 days notice.
8. Upon 30 days notice, the Service Administrator may terminate Service Agreement without cause or reason.
9. Upon 30 days notice, the Manufacturer Supplier may terminate the Service agreement without cause or reason.

### **Service Charges**

10. Subject to the provisions of this Service agreement, the Manufacturer Supplier will pay a service charge of \_\_\_\_\_ per cubic foot for the products received by the Service Administrator often referred to as IN and OUT charges. These charges will be invoiced upon dispatch (OUT) of products to the destination specified by the Manufacturer Supplier or upon removal of product by the Manufacturer supplier regardless of purpose.
11. Products will be dated upon receipt; product remaining in the possession of the Service Administrator for more than 60 days must be removed or the Manufacturer Supplier will be subject to storage fees of \_\_\_\_\_ per cubic foot of product remaining for each additional 30 day period beginning after the 31<sup>st</sup> day from the date of receipt.
12. These charges constitute all charges related to services defined in this agreement.
13. All other services requested and subsequently required to administer the inventory control and shipping of product on behalf of the Manufacturer Supplier are subject to additional charges.

### **Default**

13. If and whenever the Manufacturer Supplier is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Service Administrator may, without notice or any form of legal process, enter

upon the Premises and seize, remove and sell the Manufacturer Supplier's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Manufacturer Supplier or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Manufacturer Supplier hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Service Administrator's right of distress.

### **Inspections**

14. At all reasonable times during the term of this Service Agreement and any renewal of this Service agreement, the Manufacturer Supplier and its agents may enter the premises to make inspections or product repairs, or to show the Premises to other prospective Manufacturer Suppliers or Customers.

### **Insurance**

15. The Service Administrator may be required to provide Property Liability and Protection Insurance for either the damage or loss of Manufacturer Supplier Property per an amended agreement. (see attached amendment—Manufacturer Supplier Initials \_\_\_\_\_)
16. The Manufacturer Supplier is hereby advised and understands that the personal property of the Manufacturer Supplier is not insured by the Service Administrator for either damage or loss, and the Service Administrator assumes no liability for any such loss. The Manufacturer Supplier is advised that, if insurance coverage is desired by the Manufacturer Supplier, the Manufacturer Supplier should inquire of Manufacturer Supplier's insurance agent regarding a Manufacturer Supplier's Policy of Insurance or request such insurance as part of an amended agreement with the Service Administrator.
17. The Manufacturer Supplier is not responsible for insuring the Service Administrator's contents and furnishings in or about the Premises for either damage or loss, and the Manufacturer Supplier assumes no liability for any such loss.
18. The Manufacturer Supplier is not responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the Building on the Premises, and the Manufacturer Supplier assumes no liability for any such loss.
19. The Manufacturer Supplier is not responsible for insuring the Premises for liability insurance, and the Manufacturer Supplier assumes no liability for any such loss.

### **Attorney Fees**

20. In the event that any action is filed in relation to this Service agreement, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

### **Governing Law**

21. It is the intention of the parties to this Service agreement that the Agreement created by this Service agreement and the performance under this Service Agreement, and all suits and special proceedings under this Service agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

22. If there is a conflict between any provision of this Service agreement and the applicable legislation of the State of North Carolina (the "Act"), the Act will prevail and such provisions of the Service agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Service agreement.

### **Care and Use of Premises**

23. The Manufacturer Supplier will not engage in any illegal trade or activity on or about the Premises.
24. The Service Administrator and Manufacturer Supplier will comply with standards of health, sanitation, fire, housing and safety as required by law.

### **Hazardous Materials**

25. The Manufacturer Supplier will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **General Provisions**

26. Any waiver by the Service Administrator of any failure by the Manufacturer Supplier to perform or observe the provisions of this Service agreement will not operate as a waiver of the Service Administrator's rights under this Service agreement in respect of any subsequent defaults, breaches or nonperformance and

will not defeat or affect in any way the Service Administrator's rights in respect of any subsequent default or breach.

27. All sums payable by the Manufacturer Supplier to the Service Administrator pursuant to any provision of this Service agreement will be deemed to be Additional Rent and will be recovered by the Service Administrator as rental arrears.

28. Where there is more than one Manufacturer Supplier executing this Service agreement, all Manufacturer Suppliers are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Service agreement.

**IN WITNESS WHEREOF** High Point Home Furnishings Center, LLC and \_\_\_\_\_ have duly affixed their signatures by duly authorized officers under seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

High Point Home Furnishings Center ,LLC  
per: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
per: \_\_\_\_\_ (SEAL)