



FATS DIGITAL PTY LTD LIBRARY AGREEMENT

Agreement No:

THIS AGREEMENT made the _____ day of _____ Year 200_

BETWEEN: FATS DIGITAL PTY LTD PTY LTD (FATS)

AND:(Customer)
of

WHEREAS

FATS has agreed to store items supplied by the Customer subject to the general conditions of storage printed on page 2 of this document.

FATS AND THE CUSTOMER AGREE:

1. FATS shall store items for an initial minimum period of months.
2. FATS will issue a regular monthly invoice for library storage services.
3. Payment shall be made within thirty (30) days from the date of invoicing or such other date as may be specified in the invoice
4. All items received for storage will be accepted only under the General Conditions of Storage listed on page 2 of this document.
5. The General Conditions of Storage have been read and understood by the Customer.

(PLEASE READ THESE CONDITIONS NOW. DO NOT SIGN THIS FORM UNLESS YOU HAVE READ THE CONDITIONS.)

**SIGNED for and on behalf of the Customer
by its authorised signatory:**

**Signed for and on behalf of FATS
by its authorised signatory:**

.....

.....

Name:

Name:

Position:

Position:

Date:

Date:

Please complete the above form and return it to the your Sales Representative. A copy should be retained for your records.

Sydney
372 Eastern Valley Way
Chatswood NSW 2067
Ph:(02) 9417-8666
Fax: (02) 9417-7655

Melbourne
144 Moray Street
South Melbourne VIC 3205
Ph:(03) 9696-2822
Fax: (03) 9696-2882

Brisbane
318 Montague Road
West End QLD 4101
Ph:(07) 3846-4582
Fax: (07) 3844-8611

GENERAL CONDITIONS OF STORAGE

Rental charges are for the provisions of storage space only.
The customer shall be solely responsible for insurance of items stored on its behalf.

THE CUSTOMER WARRANTS THAT NO ITEM STORED BY FATS CONTAINS
FILM WITH A NITRATE BASE.

LIMITATIONS OF LIABILITY

Whilst it is recognised that the prices charged by FATS may not be proportionate to the value of the negative, positive, video tape or associated materials entrusted to it, the Customer's films or tapes are received, stored and despatched by FATS at the Customer's sole risk, and insurance therefore is the responsibility of the Customer. Although it exercises all care and exerts its best efforts, FATS shall not be liable for any damage, claim, compensation, expense or loss, direct, indirect or consequential howsoever caused by any loss of or damage to the items being stored.

The Customer acknowledges and agrees it shall be solely liable in respect of any loss, claim or proceeding whatsoever (including all costs and charges in connection therewith) arising under any statute or at common law or otherwise in respect of loss or damage to stored items.

The Customer acknowledges that the following terms and conditions as stated in FATS Digital Services PTY LTD Terms of Trade apply in regards to:

Clause 5 - Interest for non-payment
Clause 6 - Right to deal
Clause 7 - No liability for Masters.

The Customer shall notify FATS of any change of address for purposes of this agreement.

The Customer shall notify FATS in writing at least one (1) month in advance of its intention to terminate or reduce its liability pursuant to this agreement.

FATS retains the right to vary the rates payable pursuant to this agreement without prior notification.

ALL INSURANCES ARE THE RESPONSIBILITY OF THE CUSTOMER.

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