

Storage Agreement

Agreement made on this _____ day of _____, 20____ between _____ (Name of Client) and Precision Storage Solutions LLC., a Limited Liability Corporation organized in the State of Massachusetts, referred to herein as the company for purposes of vehicle, vessel, trailer, or other asset storage services, located at 86 Pine Grove Avenue, Bellingham, MA 02019. Parties listed above agree and acknowledge compliance with the entirety of the agreement and all terms and conditions without modification.

Client Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

Email : _____

Cell Phone: _____

Vehicle / Asset Description:

Type: (Circle One)

Automobile – Motorcycle – Boat – Trailer - Commercial Vehicle – Other (describe below)

Year: _____ Make: _____ Model: _____

TAG: _____ VIN _____

Declared Value: _____

“Other” Description: _____

Standard Fees and Storage Term:

Client agrees to pay a monthly storage fee of \$_____, via check, credit card, cash or money order. Payment is required to be paid by the 1st day of every month of service unless paid in full for the term. Precision Storage Solutions LLC. will make one attempt to notify client at the above phone number if there are problems receiving or attempting to make payment. A \$35 fee will be assessed for all denied credit cards or returned checks each month. Late fees of 5% of the monthly rate per day will be assessed to the account after the 5th of the month.

Client desired contract term _____ Months

Note: Minimum term is 5 months

Terms and Conditions

The following are the Terms and Conditions with regards to the rental and usage of the facilities of Precision Storage Solutions LLC (the “Company”) with regard to its vehicle and asset Storage operations. These Terms and Conditions will apply as The Company’s “Terms of Business” with regards to any services supplied.

The company reserves the right to modify these Terms of Business from time to time and will take reasonable steps to notify clients of any changes, however it is the client’s responsibility to check for the current version on the company website www.precisionstoragesolutions.com. Procedural stipulations may be deviated from at the company’s discretion. Here within, the words “The Company” etc. will refer to Precision Storage Solutions LLC. The words “The Client”. will refer to the Client.

THE STORAGE AGREEMENT/CONTRACT

APPLICATION:

- By applying to store a vehicle or asset with the company client is applying to reserve space within the company facility. By means of the completion of a storage agreement and once accepted, the space will be deemed as reserved for the Client. There is a **Minimum Reservation Period (“MRP”)** of Five (5) months.
- The company reserves the right to not enter into any contract with any client or with regard to any vehicle or asset, without reason.
- Documentary evidence with regard to the Identification of both the client and the Vehicle/asset and proof of full insurance must be made available for inspection and record once an initial proposal has been accepted and prior to the completion of a storage contract.
- In addition to the **MRP**, storage options can be changed, added to or deleted from the initial proposal at any time. Changes will be recorded as alterations to the storage agreement and implemented within 5 working days of receipt of the request.
- By entering into a storage agreement (contract) with the company, the client willfully accepts all of the terms and conditions here within, in every regard and agrees to pay all fees as specified as per the terms specified herein.
- The terms of the Storage agreement / contract will be governed by Massachusetts law and statues (reference MGL Chapter 105 & 105A)

CONTRACT TERMINATION & REFUNDS:

- Should the client wish to end the storage agreement with the company a “**Contract Termination Instruction (“CTI”)** must be issued. This may be in the form of a certified letter or electronic mail. A minimum of fifteen (15) full business days’ notice is required.
- Should a **CTI** be received within the initial **MRP** no refund of pre-paid storage will be given and the remainder of any unpaid storage to meet the **MRP** requirement shall be due.

- Post initial **MRP** should a storage reservation need to be cancelled or a vehicle withdrawn from storage for whatever reason, a full refund of pre-paid, but unutilized storage will be due. This will be calculated “by the day” as applicable. Refunds will be completed within 7 days of the end of the storage period. Once a **CTI** has been received and actioned, a full re-application process must be repeated for approval for a client vehicle to re-enter the facility. **Re-entry is not guaranteed.**
- Provided that the client has paid all sums due, and the required 5 days’ notice has been received of the clients intention to remove any vehicle from the premises, Such removal may only take place by prior appointment and during normal working hours of 9am to 7pm Monday – Friday, 9am to 1pm Saturday -Sunday.
- Client vehicle must be collected and removed from the site immediately prior to the end of the storage period.

CLIENT PERSONAL IDENTIFICATION

- Client agrees to the collection and use of personal data in accordance with “Personal Data & Security” terms and conditions.
- Client must provide documentary proof of both Personal identity and Permanent home address by means of Passport, Driver’s license etc. and recent utility bill, Bank statement etc. which will be held securely in the client file. A photo ID of some form must be provided for the client record. This can be done on site. The client personally guarantees that all information provided is true, accurate and correct.
- All contracts will be entered into only by a person of 18 years of age or older.
- It is the client’s sole responsibility to keep contact details up to date and to notify the company of any changes to address or contact information.

THE VEHICLE

- The client must provide documentary proof that the client has either, ownership or legal charge over the vehicle or asset that is proposed to be placed with the company. This may be done via:
 - A copy of a Vehicle Title
 - Vehicle Registration
 - Bill of Sale
 All information will be copied and kept on file.
- No stolen or illegally possessed or repossessed vehicle may be stored with the company. Any such attempt will be reported to the proper authorities.
- Client shall, prior to completion of any storage agreement, notify the company in detail of any special issues, conditions, requirements or precautions that may apply to the vehicle or asset.

- The vehicle or asset will be presented for inspection prior to acceptance for entry to storage in a condition that presents no likelihood of risk of damage or injury, to either staff or representatives, or other vehicles within the facility or the facility itself.
- No explosive or dangerous articles may be left within the vehicle or allowed into storage.
- All personal items shall be removed from the vehicle. No responsibility by the company will be held for any items remaining.
- Fuel tank contents are advised to be maintained to a level that will allow periodic or sporadic movement of the vehicle whilst in storage for the period planned (target ¼ tank of fuel). It is advised that if a vehicle is expected to be stored for a prolonged period, the fuel is properly conditioned with fuel stabilizer.
- Battery condition can be affected dramatically when left for prolonged periods of un-use. If no instruction for battery care is requested or a storage package with battery maintenance is not selected, the company will not be liable for battery deterioration as a result. Refer to preferred package options within the company website www.precisionstoragesolutions.com
- The client agrees to indemnify and hold harmless Precision Storage Solutions against any loss or damage how-so-ever resulting from any breach of the above.

PERSONAL DATA AND SECURITY

- The company will only use personal data for internal purposes in order to fulfil obligations under contracted terms.
- Personal data will not be shared with anyone, unless required or compelled by law.
- Client must provide any and all updates to information held on file to ensure that such information is accurate and current. (e.g., change of email, telephone contact details or address)
- The company reserves the right (unless specifically requested in writing) to hold general contact details on file for a period of no more than 24 months after receipt of **CTI**. These will be used only to inform the client of any company information or updates which may be of interest.
- All Client financial details will be purged from paper and electronic files immediately following settlement of all and any outstanding amounts due post **CTI** receipt.
- All services will be charged in accordance with published storage packages, custom solutions defined in the contract, or fees defined herein.
- The Company reserves the right to make adjustments to the Schedule of Charges from time to time. Any alteration to published costs will be listed on the company website and will not impact existing contracts.
- The MRP minimum initial term of storage of a vehicle is 5 months, and is subject to a non-refundable, payment of storage charges.

PAYMENT

- Special Terms for Military, Recognized organization memberships, Multicar, Trade clients etc. may apply. If so, these terms will be agreed and confirmed in writing by the company.
- The minimum charge will be for the MRP and Storage package selected or other scenario documented in the contract. This payment must be received prior to any, and all vehicles or assets being received at the company storage facility and only after acceptance of Client application and completion of storage agreement.
- Following the initial MRP Storage charge, further ongoing payments for all storage service fees, inclusive of any options, will be invoiced on a monthly or yearly basis or as otherwise agreed to in the contract, and are payable by check, credit card, cash or money order.
- All payments shall be made payable to **“Precision Storage Solutions LLC.”**
- Storage charges do not include the cost of any carriage of a vehicle to or from storage.
- If Client fails to make any payment by the 5th day after the due date for payment, client shall pay interest on the overdue amount at the rate of 5% of monthly charge. Such interest shall accrue on a daily basis from the 6th day post the due date until actual payment is received. In the event of failure to make payment within 28 days from the date that the sums fall due the contract will be terminated per the terms and conditions herein.
- Client agrees to grant Precision Storage Solutions LLC a particular lien on the vehicle or assets being stored in the event that failure to make payment within 28 days from the date that the sums fall due, Precision Storage Solutions may, at its discretion, remove the vehicle from the secured storage facility and place it at any other location on the premises, whether protected from the elements or otherwise. The company may refuse to deliver or grant access to the vehicle unless all storage charges and other such sums have been paid in full. The company may at any time require the client to remove any vehicle upon 28 days' notice in writing. If the client fails to remove the vehicle from the custody or control of the company by the due time, the company reserves the right to proceed in any manner as defined in the terms and conditions.

CONTACT

- The company reserves the right to contact the client by all means available, however the chosen preferred method will always be used as the default.
- The company will notify the client regarding any alterations or improvements regarding delivery of services and / or terms.

VEHICLE REMOVAL

- Should client wish to remove a vehicle or asset from the facility for a temporary period for whatever reason, the company will endeavor to make the vehicle or asset “ready for

collection” as defined herein with a minimum as defined by the purchased storage type, the space allocation will continue to be reserved until a “CTI” has been received.

- “Ready for collection” does not ensure that the vehicle will be either roadworthy, running, able to start or in any suitable condition to drive away. It simply means that the vehicle or asset will be removed from the storage location to the reception / collection area. Every effort will be made to keep the client informed of the vehicle or assets’ current condition and suitability.
- Upon receipt of a **Vehicle Release Request (“VRR”)** for temporary removal or a **CTI** for permanent removal of vehicle the client will be supplied with a **Vehicle Release Code (VRC)**. This code is used to open the digital lock box containing the vehicle key. The vehicle will only be released / handed over to the client or client’s agent as authorized to the company by the client and notified to the company in advance. A release appointment time must be made to release a vehicle or asset. Failure to do so will result in Non release. (NO EXCEPTIONS)
- **Vehicle Return** Upon return to the storage facility the vehicle should be presented in clean condition including “under wheel arch” clean, so that it may return to its place within the facility. No dirty cars can enter the storage facility. There will be a re-inspection process prior to re-housing.

TERMINATION OF CONTRACT

- The company reserves the right to terminate any storage contract without reason. In such circumstances, a minimum of 7 days but normally 28 days’ notice will be given. Responsibility for removal of any such vehicle will be entirely with the client. No responsibility for costs, damages or losses whether direct, indirect or consequential will be held by the company howsoever resulting. If client fails to remove the vehicle from the custody or control of The Company by the due time, the company reserve the right to dispose of the vehicle.
- The company reserves the right to enter and move any vehicle by driving or otherwise as deemed necessary or appropriate.
- The company further reserves the right to relocate any vehicle to any other location in the event that the storage facility has to be closed either permanently or temporarily for whatever reason, as deemed appropriate. If a client vehicle or asset has to be relocated in an emergency manner immediate notification will be sent.
- The company will not be held liable in any way howsoever caused or resulting from any of the above for costs damages or losses either direct or consequential unless those damages are the direct result of gross negligence on behalf of Precision Storage Solutions employees. Under such circumstances, the client will be notified immediately.
- If a client fails to pay any outstanding sums due to the company, a final notice for payment may be issued. Failure to settle any outstanding sums within 28 days of receipt of such final notice will result in the company proceeding with all remedies defined herein and by Massachusetts General Laws MGL Chapter 105 & 105A). If a client fails to collect a vehicle from storage for whatever reason as had been arranged by prior notification or agreement, the company may proceed with recovery proceedings as defined herein. In the event that The Company proceeds with the sale of a client vehicle or asset, the proceeds of sale shall be used to cover the unpaid debt (including any costs incurred in the sale of the vehicle or asset and costs of enforcement).

After all outstanding sums due to the company have been settled, any surplus proceeds of the sale will be held in trust for the client.

INSURANCE AND LIABILITY

- Full business, Garage keepers, and Employers liability insurance is held by Precision Storage Solutions LLC. with regard to daily operation. and is furnishable upon request.
- All vehicles must be fully insured (full collision and comprehensive) for the entire duration of storage by Precision Storage Solutions. Non road worthy vehicles may be insured through Hagerty (garage & trailer insurance). Location of garaging must be changed on insurance policy to reflect: **“86 pine grove avenue, Bellingham, MA 02019”**
- The Company does not accept any liability for destruction, damage or loss to the vehicle or any items contained within the vehicle howsoever caused. Documentary evidence of insurance must be provided prior to completion / acceptance of the storage agreement.
- The Company will not be held liable for any and all losses or damages howsoever caused by any third party either within or outside of the site or within or outside of the company’s control in connection with the placement of a vehicle or asset with us.
- The company shall, if proven negligent, accept liability for loss up to the maximum value of the vehicle as specified and agreed to by both parties in the contract.
- Under no circumstances will the company be liable to the client for any loss of profit, income or consequential loss of any kind. Nor shall the company accept any responsibility or liability for any malfunction or failure (including but not limited to mechanical and electrical issues) directly or indirectly resulting from the vehicle being in storage or occurring thereafter. Precision Storage Solutions LLC shall be relieved of its contractual obligations to the extent that their performance is prevented by or the non-performance results wholly or partly, directly or indirectly from any act, neglect or default of the client including any breach of these Terms and conditions, non-payment, storm, flood, fire, natural disaster, state of emergency, pandemic, act of war or terrorism, utility failure, explosion, breakdown or unavailability of plant and/or machinery, riot, civil disturbance, industrial dispute, labor disturbance or other cause beyond reasonable control.
- Any and all claims made against the Company shall be notified in writing via registered mail to the company within 21 days of such claim being brought to clients attention or of the vehicle being delivered, whichever shall be sooner, and any claims not brought against The Company within such time frame shall be deemed waived.
- Any delay, non-delivery, late or mistaken delivery, unauthorized delivery or non-compliance with instructions (hereafter collectively referred to as "loss") provided that if and to the extent the loss is directly caused by neglect or willful default of any and all claims made by client against us.

General

While every effort will be made to implement all requirements or instructions given or received in relation to a client vehicle or asset, the company reserves the right to be flexible in regard to specific timing or due dates.

