

Date of Execution: \_\_\_\_\_

**Contract for the storage of motor vehicles and boats between:**

Name: \_\_\_\_\_

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

City State, Zip Code: \_\_\_\_\_

Phone Numbers: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Additional authorized person(s) for pickup of vehicle: \_\_\_\_\_

Hereafter referred to as "Owner"

AND

TimTana Motorsports, LLC a Limited Liability Company, hereafter referred to as "TimTana".

TimTana agrees to hold for safekeeping the following described motor vehicle or boat of Owner:

Vehicle/Boat Year, Make & Model: \_\_\_\_\_

License Number: \_\_\_\_\_

VIN#: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

(This card will be used for immediate payment of all Service, Storage and other charges authorized by the Contract on account.) The items listed above will be referred to as the "Auto". The Auto includes any and all property that Owner has in the Auto or around the Auto at any time. Please note that digital photographs will be taken of the Auto at the time of delivery and stored in a secure safe. TimTana and Owner agree that the Auto was presented with the following visible damage:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contract is subject to the following terms and conditions:

**Section I – Storage Contract, Term and Pricing**

**Storage – Long Term - \$75/month for cars and \$5/foot for boats**

This Storage Contract entitles the Owner long-term storage of their Auto at the storage facility located at 1625 South Tacoma Way, Tacoma, WA. Long-term storage does not allow the Owner access to their vehicle unless by appointment. Long-term storage also does not allow for the removal of the Auto unless the Contract has been terminated (see Term and Termination). Special exceptions may be allowed with the TimTana's sole consent. **Seven days notice required for pickup.** Initial: \_\_\_\_\_

**Storage with Access - \$100/month for cars**

This Storage Contract entitles the Owner storage with access to their Auto during normal business hours at the storage facility located at 1625 South Tacoma Way, Tacoma, WA. Storage with Access allows the Owner to access to their vehicle during normal business hours with a one-hour notice. Storage with Access allows for the removal and return of the Auto during normal business hours (see Term and Termination).

## **Section II – Delivery and Acceptance**

- i. Delivery of the Auto shall be made to TimTana at 1625 South Tacoma Way, Tacoma, WA. 98409.
- ii. All Autos delivered to TimTana shall be properly titled with the Washington State Department of Motor Vehicles, or other appropriate agency for vehicles registered in jurisdictions other than Washington, and shall have proof of such.
- iii. The Owner shall be required to provide proof of ownership for Auto delivered to TimTana.
- iv. Owner shall provide proof of physical damage insurance coverage for the Auto, and such coverage shall be in force and effect for the duration of the term of the Storage Contract.

## **Section III – Safekeeping and Maintenance**

- i. TimTana will exercise ordinary care for the safekeeping of the Auto.
- ii. Owner shall provide TimTana with a duplicate (not the only) set of keys to the motor vehicle identified on this contract which clearly identify the make and owner of the Auto. If the TimTana loses the keys, they agree to reimburse Owner for reasonable costs of getting an additional set made.
- iii. TimTana will perform any minor work to the Auto to minimize the risk of fire such as attaching a battery tender and/or disconnecting batteries.

## **Section IV – Location of Bailed Property**

The Auto will be stored at 1625 South Tacoma Way, Tacoma, WA. 98409, during the term of this Contract, and will not be removed from that location without Owner's prior consent. The Auto shall be stored in a parking space determined by TimTana, with due consideration being given to the protection of the Auto and the business needs of TimTana. By entering into this Contract, Owner expressly authorizes TimTana and its agents and employees to drive Auto(s) stored by Owner at the facility, within the premises of the facility for purposes related to the operation of TimTana's business and, at the direction of Owner, to drive Auto(s) off the property for the purposes of obtaining maintenance. The Auto **will not** be released to any person other than Owner or person(s) identified, in writing, as having authority to remove Auto.

## **Section V – Damage or Loss, Insurance**

- i. Owner shall be responsible for ensuring that appropriate motor vehicle insurance coverage, including physical damage coverage, is in force and effect for the duration of the bailment period and agrees to provide proof of such coverage. If, for any reason, Owner does not maintain appropriate motor vehicle insurance coverage for the Auto for the duration of the bailment period, TimTana will in no event be liable to Owner for damage to Auto that, but for the omission of the Owner, would have been insured against loss by Owner's insurance policy.
- ii. TimTana shall not be liable for special damages or consequential damages under any circumstances, even if TimTana has been advised of the possibility of these damages.
- iii. TimTana will not be liable for loss or damage occasioned by gradual deterioration of inherent defects of the Auto, nor for loss or damage caused directly or indirectly by terrorist acts, invasion, insurrection, riot, civil war, or by military or usurped power or by order of any government or governmental subdivision.
- iv. TimTana shall not be responsible for the loss of or damage to Auto, or injury to persons occurring in or about the Auto, by reason of use or operation of the vehicle by the Owner or other persons not employed by TimTana, or by reason of the acts, omissions, or negligence of the Owner or other persons in and about the said Auto.

## **Section VI – Redelivery of Property**

In event of termination of this Contract for any reason, TimTana will hold the Auto for Owner at 1625 South Tacoma Way, Tacoma, WA. 98409 for the Owner's removal. Release to and acceptance of the Auto by Owner will be considered an acknowledgement by Owner that the bailment created thereby has been discharged, and no claim for loss of or damage to the Auto may be filed subsequent to release and acceptance. Notwithstanding the foregoing, TimTana shall have no obligation to release the Auto until all fees and charges due TimTana from Owner have been paid in full.

## **Section VII – Default**

In the event Owner fails or refuses to make any payment required by this Contract within fifteen days after the payment is due, Owner shall be in default of this Contract and TimTana shall be entitled to terminate the Contract and pursue any remedies to which TimTana may be entitled under this Contract or the laws of the State of Washington. In the event that an action is filed by TimTana in relation to this Contract and the TimTana

prevails in this action, the Owner shall be liable to TimTana, in addition to all other sums he may be obliged to pay, for reasonable attorneys' fees and court costs. In the event of default, TimTana may, but is not required to, have the Auto towed to an independent impound lot at the Owner's expense. In such event, Owner shall be responsible for all subsequent fees and costs charged by the impound lot.

**Section VIII – Automatic Payment Policy**

Owner consents to TimTana charging its VISA or Mastercard credit card on the first day of each quarter for the subsequent quarter's storage fee for that quarter. The first quarter will be prorated based on timing of the contract. The Owner has 60 days to contest any charges made to Owner's credit/debit card on file. In the event any charge is not contested within the 60 day period, Owner expressly waives the right to contest the charge and/or demand repayment.

**Section IX – Term and Termination**

The Term of the Contract is for six months upon execution and then for one quarter at a time thereafter, unless otherwise arranged and agreed to in writing. After the first 6 months, Owner can terminate the Contract with 30 days' notice in writing via fax or email. If Owner does so, their Contract will be terminated effective on the 30<sup>th</sup> day and there will be no more charges to the Owner's credit card on file for future quarters. The Owner agrees to remove their Auto from the storage facility (during normal hours) before the end of the 30<sup>th</sup> day. Failure to do so will result in a Default of the Contract and a charge of \$10/day (which must be paid prior to removal) until the Auto is removed. TimTana reserves the right to terminate any Contract at any time at its own discretion and without mutual agreement. If doing so, TimTana will give the Owner one week to remove their Auto. Regardless of who terminates the Contract, the Auto Club will refund any unused storage monies on a pro-rated basis.

**Section X – Title**

Title to the Auto is, and will at all times remain, in Owner's name. The Auto will not be delivered to any person other than Owner without prior written consent of Owner.

**Section XI – Arbitration**

Any dispute arising under this Contract shall be settled by arbitration pursuant to the rules of the American Arbitration Association using a single arbitrator. The findings and award of the arbitrator chosen shall be final and binding on the parties hereto. The prevailing party will be reimbursed reasonable attorneys' fees and court costs associated with such dispute.

**Section XII – Rules and Conditions**

This Contract and all of TimTana's Storage Contracts are subject to TimTana's General Rules and Conditions which are incorporated herein by this reference.

**Section XIII – Modification or Amendment**

The Owner and TimTana agree that no modification or amendment of this Contract shall be binding unless the modification or amendment is in writing duly accepted and executed by both parties. Notwithstanding the foregoing, TimTana may, at its sole discretion and with 60 days notice, make such revisions to TimTana's General Rules and Conditions, as it deems appropriate, and Owner agrees to accept and abide by the same. If Owner is in disagreement with the revisions their only recourse is to provide their 30 day notice and terminate the Contract per the terms of the Contract. The writing set forth in the amended terms shall be deemed to incorporate by reference all prior consistent terms of the original bailment Contract.

**Section XIV**

This Contract constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth. Upon change of General Rules and Conditions, Owners will be notified at either the mailing or email address listed on page 1. All of the terms, covenants, and conditions of this Contract shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, and/or successors of the parties hereto.

Accepted by Owner:

Signature \_\_\_\_\_  
Print \_\_\_\_\_  
Date \_\_\_\_\_

Accepted by TimTana Motorsports, LLC:

Signature \_\_\_\_\_  
Print \_\_\_\_\_  
Date \_\_\_\_\_

# **TimTana Motorsports, LLC Storage Contract**

## **General Rules and Conditions**

Unless otherwise specified, any reference in this Contract to "TimTana's" refers to the car storage facility and operationg.

1. **TERM.** The TimTana Storage Contracts are month-to-month unless otherwise noted. Storage Contracts must be for an initial six-month term. TimTana can terminate the Contract without cause and with 30 day's notice. If TimTana does so, any remaining portion of paid rents will be reimbursed to Owner.
2. **PAYMENT.** Payments are in advance and due when noted under the Contract. Payment will be charged on the credit or debit card on file, or in advance by check (no cash will be accepted). A valid credit or debit card number must be on file with Timtana. Statements will be sent to Owners within 30 days, or upon request.
3. **MOVEMENT OF AUTOS.** No Auto will be driven or moved within the facility by a Owner unless accompanied by TimTana staff.
4. **SPECIAL INSTRUCTIONS.** All Autos older than ten years of age or with special starting instructions or electrical, fuel or engine cutoffs must detail these instructions on the Special Instructions page of this contract.
5. **KEYS.** Copies of keys for all Autos must be stored with the management at the facility. Autos will not be removed from or delivered to the facility by anyone without proper prior notification by the Auto's owner.
6. **RESPONSIBILITY FOR DAMAGE.** The contract defines the terms and conditions with respect to Auto damage. Please inform Timtana's staff in the unlikely event of a mishap of any kind. Damage to an Owners' Auto is the financial responsibility of the party who inflicted the damage.
7. **CAR COVERS.** Car covers are allowed upon approval by TimTana.
8. **WHEN WORKING ON YOUR OWN VEHICLE.** Owner's of cars in short-term storage may perform cosmetic and light maintenance work on their own Autos. These activities must be arranged in advance and take place only in specified areas. Major repairs, maintenance or restoration projects may not be undertaken within the storage areas. Please advise the staff if you need access to your Auto so that they can ensure it is in the proper location. Parts and vehicle related paraphernalia cannot be stored on the facility's property. Temporary space for these items may be possible elsewhere.
9. **FUEL STORAGE.** Autos should be stored with tanks full to reduce the risk of fire and prevent tank condensation.
10. **OUTSIDE LABOR.** At the request of Owner, contractors who are not TimTana employees are allowed reasonable access into the facility to perform specific services on Owners' Autos located in short-term storage. These contractors are allowed in for short during and only during normal business hours. Services are necessarily limited to appraisal and other similar tasks that do not involve any starting or disassembly of the vehicle. Please have your contractor coordinate visits directly with TimTana's staff. Access will not be provided for any contractor who shows up without an appointment. Contractors must carry and provide proof of adequate liability and workman's compensation insurance.
11. **VEHICLE CONDITION.** TimTana's is not intended as a repository for parts cars, vehicle components, damaged, deteriorated or generally non-roadable vehicles. The manager reserves the right to reject any vehicle not conforming to reasonable appearance standards.
12. **PETS.** No pets are allowed on the property without prior approval.
13. **ADDITIONS AND ALTERATIONS.** No additions or alterations may be made to storage spaces. Owners may not store supplies, parts or accessories in storage spaces nor shall they install any lockers, chests or similar structures in storage spaces. Storage of some items in trunk is acceptable.
14. **FIRES/SMOKING/CHEMICAL STORAGE.** No torches or flame-producing equipment of any type are to be used in facility at any time. Smoking is not allowed anywhere on TimTana's property, including outside the main building. Gasoline may not be stored in any manner other than in vehicle fuel tanks. Hazardous or flammable chemicals of any kind may not be stored in Autos or storage areas. Any such items found will be removed and discarded without notice for the protection of others' property and for the good of all Owners.
15. **HARMFUL SUBSTANCES.** Brake fluid, caustic solutions, and other such items that can have a deteriorative effect on vehicle finishes or appearance are to be handled only by TimTana's staff and within the designated areas.
16. **STORAGE SPACE ASSIGNMENTS.** TimTana's management will assign storage spaces in its sole discretion but while also attempting to accommodate all Owners. Every consideration will be given to meeting the expectations of Owners, and car collections will be kept in contiguous spaces if so desired and available.
17. **PARKING.** TimTana's reserves the right to govern parking on its property and type of vehicle allowed. All vehicles must be parked in designated parking areas.
18. **TRANSFERABILITY OF CONTRACT.** Storage Contracts are not transferable or assignable.

19. NOISE. Motors may be started in the facility only with the approval of TimTana's staff. Exhaust has to be vented appropriately. All engine operation other than ingress/egress is to occur within designated areas. Noise shall be kept to a minimum at all times.

20. SAFETY. All children under 18 years of age must be accompanied by an adult while in the facility. Owners and guests are not allowed to "wander around" facility without TimTana personnel. If Owner and/or their guests does so and does any damage or sets off any security alarms the Owner will be fully responsible for all expenses associated with such action.

22. COMPLIANCE WITH LAWS. All Owners and their guests must abide by all applicable Federal, State and Local laws and ordinances. TimTana cannot be held liable for any incident related in any way to negligence by the owner. All such activities are entirely at the Owner's own risk.

23. VIOLATION OF RULES AND CONDITIONS. The Owners agree to abide by all Rules and Conditions. Failure to do so may result in immediate expulsion from the facility and termination of Storage Contracts. If an Owner is expelled from TimTana's for violation of any Rules and Conditions, any remaining portion of paid storage will be forfeited. All such decisions are at the sole discretion of TimTana's staff.

24. Modifications to Rules and Conditions. TimTana reserves the right to make such revisions or additions to the Rules and Conditions as it deems appropriate to ensure the efficient and smooth operation of the facilities. In the event of any change to the Rules and Conditions. Owners will be sent a revised version to the address listed in their Storage Contract. All such revisions shall be binding on Owners upon receipt.

### SPECIAL INSTRUCTIONS AND CONDITIONS

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Owner Signature

\_\_\_\_\_  
TimTana Motorsports, LLC Signature

\_\_\_\_\_  
Printed Name                      Date

\_\_\_\_\_  
Printed Name                      Date