

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: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

(To be used after 4 attempts to contact the owner for non-payment.)

Hereafter referred to as "Owner" AND

Historic 1625 Tacoma Place, LLC a Limited Liability Company, hereafter referred to as the "Auto Club".

The Auto Club 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: \_\_\_\_\_ Sec: \_\_\_\_\_

(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. The Auto Club 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 Agreement, Term and Pricing**

**Storage – Long Term - ~~\$80~~ month for cars, \$30 for motorcycles and \$5/foot for boats**

This Storage Agreement entitles the Owner long-term storage of their Auto at the Auto Club 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 Membership has been terminated (see Term and Termination). Special exceptions may be allowed with the Auto Club's sole consent. Seven days notice required before pickup.

**Storage with Access - ~~\$100~~ month for cars, \$40 for motorcycles**

This Storage Agreement entitles the Owner storage with access to their Auto during normal business hours at the Auto Club 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 the Auto Club at 1625 South Tacoma Way, Tacoma, WA. 98409.
- ii. All Autos delivered to the Auto Club 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 the Auto Club.
- 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 Agreement.

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

- i. The Auto Club will exercise ordinary care for the safekeeping of the Auto.
- ii. Owner shall provide the Auto Club 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 Auto Club loses the keys, they agree to reimburse Owner for reasonable costs of getting an additional set made.
- iii. The Auto Club will perform any minor work to the Auto to minimize the risk of fire such as disconnecting batteries and attaching a battery tender.

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

The Auto will be stored at 1625 South Tacoma Way, Tacoma, WA. 98409, during the term of this Agreement, and will not be removed from that location without Owner's prior consent. The Auto shall be stored in a parking space determined by the Auto Club, with due consideration being given to the protection of the Auto and the business needs of the Auto Club. By entering into this Agreement, Owner expressly authorizes the Auto Club and its agents and employees to drive Auto(s) stored by Owner at the Auto Club, within the premises of the Auto Club for purposes related to the operation of the Auto Club business and, at the direction of Owner, to drive Auto(s) off the Auto Club property for the purposes of obtaining maintenance. 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, The Auto Club 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. The Auto Club shall not be liable for special damages or consequential damages under any circumstances, even if the Auto Club has been advised of the possibility of these damages.
- iii. The Auto Club 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. The Auto Club 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 the Auto Club, 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 Agreement for any reason, the Auto Club 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, the Auto Club shall have no obligation to release the Auto until all fees and charges due the Auto Club from Owner have been paid in full.

## **Section VII – Default**

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



Auto Club prevails in this action, the Owner shall be liable to the Auto Club, in addition to all other sums he may be obliged to pay, for reasonable attorneys' fees and court costs. In the event of default, the Auto Club 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 the Auto Club 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 Agreement 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 Agreement with 30 days' notice in writing via fax or email. If Owner does so, their Agreement 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 Auto Club 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 Agreement and a charge of \$10/day (which must be paid prior to removal) until the Auto is removed. The Auto Club reserves the right to terminate any Membership at any time at its own discretion and without mutual agreement. If doing so, the Auto Club will give the Owner one week to remove their Auto. Regardless of who terminates the Membership, 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 Member without prior written consent of Member.

### **Section XI – Arbitration**

Any dispute arising under this Agreement 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 Agreement and all of the Auto Club Storage Agreements are subject to the Auto Club's General Rules and Conditions which are incorporated herein by this reference.

### **Section XIII – Modification or Amendment**

The Owner and the Auto Club agree that no modification or amendment of this Agreement shall be binding unless the modification or amendment is in writing duly accepted and executed by both parties. Notwithstanding the foregoing, the Auto Club may, at its sole discretion and with 60 days notice, make such revisions to the Auto Club 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 Agreement per the terms of the Agreement. The writing set forth in the amended terms shall be deemed to incorporate by reference all prior consistent terms of the original bailment Agreement.

### **Section XIV**

This Agreement 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 Agreement 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 the Auto Club:

Signature \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_



# The Auto Club

## General Rules and Conditions

Unless otherwise specified, any reference to the "Auto Club" refers to the car storage facility.

1. **TERM.** Storage Agreements must be for an initial six-month term. The Auto Club can terminate the Agreement without cause and with 30 day's notice. If the Auto Club 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 Agreement. 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 the Auto Club. 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 Auto Club by a Owner unless accompanied by The Auto Club 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 Auto Club. Autos will not be removed from or delivered to the Auto Club by anyone without proper prior notification by the Auto's owner.
6. **RESPONSIBILITY FOR DAMAGE.** The Auto Club contract defines the terms and conditions with respect to Auto damage. Please inform the Auto Club 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 the Auto Club.
8. **WHEN WORKING ON YOUR OWN VEHICLE.** Owner's of cars in storage with access 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 Auto Club 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.** Non- Auto Club employees are allowed into the garage to perform specific services on Owners' Autos located in storage with access 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 the Auto Club staff. Access will not be provided for any service provider who shows up without an appointment. Service providers must carry and provide proof of adequate liability and workman's compensation insurance.
11. **VEHICLE CONDITION.** The Auto Club 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 Auto Club 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 The Auto Club at any time. Smoking is not allowed anywhere on the Auto Club 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 the Auto Club staff and within the designated areas.
16. **STORAGE SPACE ASSIGNMENTS.** The Auto Club management will assign storage spaces in its sole discretion but while also attempting to accommodate all Members. Every consideration will be given to meeting the expectations of Members, and car collections will be kept in contiguous spaces if so desired and available.
17. **PARKING.** The Auto Club 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 MEMBERSHIP.** Storage spaces are not transferable or assignable.
19. **NOISE.** Motors may be started in the Auto Club only with the approval of the Auto Club 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 Auto Club.
22. **COMPLIANCE WITH LAWS.** All Owners and their guests must abide by all applicable Federal, State and



Local laws and ordinances. The Auto Club cannot be held liable for any incident related in any way to negligence by the owner. All such activities are entirely at the Members' 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 Agreements. If a Owner is expelled from the Auto Club 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 The Auto Club staff.

24. Modifications to Rules and Conditions. The Auto Club 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 Agreement. All such revisions shall be binding on Owners upon receipt.

**SPECIAL INSTRUCTIONS AND CONDITIONS**

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Owner Signature

\_\_\_\_\_  
The Auto Club Signature

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

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