

Date of Execution: _____

Contract for the storage of motor vehicles between:

Customer 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 four attempts to contact the Customer for non-payment)

Hereafter referred to as "Customer".

AND

Timtana Motorsports, LLC, hereafter referred to as "Timtana".

Timtana agrees to hold for safekeeping the following described Property of Customer:

Vehicle 1 Year, Make & Model: _____

License Number: _____ Color: _____

VIN#: _____

Vehicle 2 Year, Make & Model: _____

License Number: _____ Color: _____

VIN#: _____

Visa or Mastercard Number: _____

Exp Date: _____ Security Code: _____

(This card will be used for immediate payment of all Service, Storage and other charges authorized by the Contract on account.) The property listed above will be referred to as the "Auto." Please note that digital photographs will be taken of the Property at the time of delivery. Timtana and Customer agree that the Property was presented with the following visible damage:

The Agreement is subject to the following terms and conditions:

Section I – Storage Contract, Terms and Pricing



Storage -Long Term - \$100/month for cars and \$30/month for motorcycles

This Contract entitles the Customer long-term storage of their Auto at the facility located at 1625 South Tacoma Way, Tacoma, WA 98409. Long-term storage does not allow the Customer access to their vehicle without an appointment. Long-term storage 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 Timtana's sole consent. Seven (7) days' notice is required before picking up Auto. You may be asked for photo identification when you arrive to remove your vehicle.



Storage with Access - \$130/month for cars and \$45/month for motorcycles

This Contract entitles the Customer storage with access to their Auto during normal business hours at the facility located at 1625 South Tacoma Way, Tacoma, WA 98409. Storage with Access allows the Customer to access their vehicle during normal business hours with two hours' notice. *Please note, due to Covid 19 we are currently requiring 24-hour notice prior to removal of the car. This requirement will remain in place until it is determined to be safe for both the Customer and the employee.* Storage with Access allows for the removal and return of the Auto during normal business hours as long as their account is current (See Term and Termination). You may be asked for photo identification when you arrive to remove your vehicle.

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 registered with the Washington State Department of Motor Vehicles, or other appropriate agency for vehicles registered in jurisdictions other than Washington and shall have attached thereto appropriate numbered license plates.
- iii. The Customer shall be required to provide proof of ownership for the Auto(s) delivered to Timtana.
- iv. Customer 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 this Contract.

Section III – Safekeeping and Maintenance

- i. Timtana will exercise ordinary care for the safekeeping of the Auto.
- ii. Customer shall provide Timtana with a duplicate (not the only) set of keys to the Auto identified on this Contract which clearly identify the make and owner of the Property. If Timtana loses the keys, they agree to reimburse the Customer for a reasonable amount associated with duplicating their set. Timtana will not pay for re-keying car if Customer has lost their set.
- iii. Timtana will perform any minor work to the Auto to minimize the risk of fire. This could include disconnecting the battery and/or attaching a battery tender. Battery tenders are provided free of charge upon request.

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 Customer's prior consent. 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, Customer expressly authorizes Timtana and its agents and employees to drive Autos stored by Customer at Timtana, within the premises of Timtana for purposes related to the operation of Timtana's business and, at the direction of Customer, to drive vehicles off Timtana's property for the purposes of obtaining maintenance. Timtana will not release Auto to any person who has not been designated as an authorized person on this Contract.

Section V – Damage or Loss, Insurance

- i. Customer 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 Contract and agrees to provide proof of such coverage. If, for any reason, Customer does not maintain the appropriate motor vehicle insurance coverage for the

Auto for the duration of the Contract, Timtana will in no event be liable to Customer for damage to Auto that, but for the omission of the Customer, would have been insured against loss by Customer'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, acts of God 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 Property, by reason of use or operation of the Auto by the Customer or other persons not employed by Timtana, or by reason of the acts, omissions, or negligence of the Customer or other persons in and about the said Auto.

v. Waiver of Subrogation: The Customer shall agree to waive any and all rights of subrogation against Timtana and their insurers for any damages or loss to any property belonging to the Customer to the extent that such damages of loss are covered by Customer's insurance or shall be covered but for the application of an insurance deductible.

Section VI – Redelivery of Property

In event of termination of this Contract, Timtana will hold the Property for Customer at 1625 South Tacoma Way, Tacoma, WA 98409, for the Customer's removal. Release to and acceptance of the Auto by Customer will be considered an acknowledgement by Customer 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 Customer have been paid.

Section VII – Default

In the event Customer fails or refuses to make any payment required by this Contract within 15 days after the payment is due, Customer shall be in default of this Contract. Timtana shall be authorized to 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 Timtana prevails in this action, the Customer shall be liable to Timtana, in addition to all other sums he/she may be obliged to pay, for reasonable attorneys' fees and costs incurred. In the event of default, Timtana may, but is not required to, have the Auto towed to an independent impound lot at the Customer's expense. In such event, Customer shall be responsible for all subsequent fees and costs charged by the impound lot and for any damage incurred once it has left Timtana's control.

Section VIII – Automatic Payment Policy

Customer consents to Timtana charging its VISA or Mastercard credit card when the Auto is dropped off for 3 months of storage fees. The Customer consents to have their Auto storage fees charged every subsequent 3 months until the contract is ended. The Customer has 60 days to contest any charges made to Customer's credit/debit card on file. In the event any charge is not contested within the 60-day period, Customer expressly waives the right to contest the charge, request a chargeback, and/or demand a refund.

Section IX – Term and Termination

The Term of this Contract is for a minimum of six (6) months upon execution and then for one quarter at a time thereafter, unless otherwise mutually arranged and agreed to in writing. After the first 6 months, Customer can terminate the Contract with 30 days' notice in writing by either fax or email. If Customer does so, their Contract shall be terminated effective on the 30th day and there will be no more charges to Customer's credit card on file for future quarters. The Customer agrees to remove their Auto from the storage facility during normal business hours before the end of the 30th day. Failure to do so will result in a default of the Contract and a charge of \$10/day (which must be paid before removal of Auto) until the Auto is removed. Timtana reserves the right to terminate the Contract with 30 days' notice at its own discretion and without mutual agreement.

Section X – Title

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

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 venue for any dispute shall be in either state or federal court in Pierce County, WA. in accordance with the laws of the State of Washington. 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 costs associated with such dispute.

Section XII – Rules and Conditions

This Contract is subject to Timtana’s General Rules and Conditions which are incorporated herein by this reference.

Section XIII – Modification or Amendment

The Customer 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 The General Rules and Conditions, as it deems appropriate, and Customer agrees to accept and abide by the same. If Customer is in disagreement with the revisions their only recourse is to provide their 60-day notice and terminate their storage 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. Notwithstanding the foregoing, Timtana may, at its sole discretion and with 30 days’ notice, make such revisions to the Automatic Payment and Pricing, as it deems appropriate, and Customer agrees to accept and abide by the same.

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.

Section XV – Waiver

The waiver of any breach or violation of any term or condition hereof shall be affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Contract shall be effective unless made in writing and executed by both parties. The rights and remedies of the Parties to this Contract are cumulative and not alternative.

Accepted by Customer:

Signature _____
Print _____
Date _____

Accepted by Timtana:

Signature _____
Print _____
Date _____

Special comments or vehicle attributes if any:

General Rules and Conditions

1. MOVEMENT OF VEHICLES. No vehicle will be driven or moved within Timtana’s buildings unless directed to do so by a Timtana staff member.

2. **SPECIAL INSTRUCTIONS.** All cars 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.
3. **KEYS.** Copies of keys for all vehicles must be stored with the management at Timtana. Vehicles may not be removed/delivered by anyone without proper prior notification by the vehicle owner.
4. **CAR COVERS.** Car covers are allowed but the environment is very clean and most customers do not use them.
5. **WORKING ON YOUR OWN VEHICLE.** Customers may perform cosmetic and light maintenance work on their own vehicles in the parking lots. These activities must be arranged in advance and take place only in specified areas. Major repairs, maintenance or restoration projects may not be undertaken. Please advise the staff if you need access to your vehicle such that they can ensure it is in the proper location. Parts and vehicle related paraphernalia cannot be stored on the garage floor. Temporary space for these items may possibly be arranged elsewhere.
6. **FUEL STORAGE.** Vehicles should be stored with tanks full to reduce the risk of fire and prevent tank condensation.
7. **OUTSIDE SERVICE PROVIDERS.** Service Providers of customers will only be allowed into the garage to perform specific services on Customer's vehicle if such visit has been approved by Timtana and occurs during normal business hours. Services are necessarily limited to diagnosis, evaluation, appraisal and other similar tasks that do not involve any disassembly of any part of the vehicle. Please have your Service Provider coordinate visits directly with the 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. Timtana cannot leave Service Providers alone in its facilities so if these visits take longer than 15 minutes, the Customer will be billed at a rate of \$15 per 15-minute increment.
8. **VEHICLE CONDITION.** Timtana's facilities are not intended as a repository for parts cars, vehicle components, damaged, deteriorated or generally non-roadable vehicles. Timtana reserves the right to reject any vehicle not conforming to reasonable appearance standards.
9. **PETS.** No pets are allowed on the property or in the Facilities.
10. **FOOD.** No food should be stored in Autos while they are on Timtana Property.
11. **ADDITIONS AND ALTERATIONS.** No additions or alterations may be made to storage spaces. Customers 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.
12. **FIRES/SMOKING/CHEMICAL STORAGE.** No torches or flame-producing equipment of any type are to be used in Facilities at any time. Smoking is not allowed anywhere within the Facilities or anywhere on the property. Gasoline may not be stored in any manner other than vehicle fuel tanks. Hazardous or flammable chemicals of any kind may not be stored in vehicles or storage areas. Any such items found will be removed and discarded without notice for the protection of others' property and the Customer shall be responsible for the cost of such disposal.
13. **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.
14. **STORAGE SPACE ASSIGNMENTS.** Timtana will assign storage spaces as necessary to accommodate all Customers. Every consideration will be given to meeting the expectations of Customers, and car collections will be kept in contiguous spaces if so desired and available. Storage Contracts are not transferable.
15. **PARKING.** Timtana reserves the right to govern parking on its property and type of vehicle allowed. All vehicles parked outside must be pre-approved and parked in designated parking areas.
16. **NOISE.** Motors may be started in Timtana's facilities only for brief periods of time and only when Timtana's staff is present, to facilitate ingress/egress, to diagnose mechanical problems or to confirm successful repair of same. All engine operation other than ingress/egress is to occur within designated areas. Noise shall be kept to a minimum at all times.
17. **SAFETY WHILE ON TIMTANA'S PROPERTY.** All children under 18 years of age must be accompanied by an adult.
18. **COMPLIANCE WITH LAWS.** All Customers 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 activities including but not limited to consumption of drugs, beer, wine, and other alcoholic beverages consumed either before arrival or while on the Property. All such activities are entirely at the Members' own risk.
19. **VIOLATION OF RULES AND CONDITIONS.** Customers agree to abide by all Rules and Conditions. Failure to do so may result in immediate expulsion from the facility and the immediate termination of storage Contract.
20. **MODIFICATIONS TO GENERAL RULES and CONDITIONS.** Timtana reserves the right to make such revisions or additions to the Rules and Conditions as it deems appropriate.