



## **VEHICLE STORAGE AGREEMENT**

This Vehicle Storage Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("Effective Date") by and between the person(s) listed in Section 1 below (hereinafter "Customer") and Prestige Auto Vault, LLC (hereinafter "Prestige") to set forth the terms and conditions of the services that are to be provided by Prestige to Customer. By signing below, Customer acknowledges and agrees to be bound by all of the following:

### **1. CUSTOMER'S CONTACT INFORMATION:**

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

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **2. VEHICLE INFORMATION:**

1. Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Vehicle #: \_\_\_\_\_ Storage #: \_\_\_\_\_

2. Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Vehicle #: \_\_\_\_\_ Storage #: \_\_\_\_\_

3. Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Vehicle #: \_\_\_\_\_ Storage #: \_\_\_\_\_

4. Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Vehicle #: \_\_\_\_\_ Storage #: \_\_\_\_\_

(all vehicles listed above shall hereinafter collectively be referred to as "Vehicle")

3. **PERIOD OF OCCUPANCY:** The period of occupancy created by this Agreement shall begin as of the Effective Date and shall continue from month to month until this Agreement is terminated ("Term"). Either party may terminate this Agreement upon thirty (30) days prior written notice to the other.

4. **STORAGE SERVICES PROVIDED:** In exchange for the Rent due hereunder, Prestige shall store the Vehicle within Prestige's facility located at 8632 Commerce Drive, Easton, Maryland ("Facility").

5. **OTHER SERVICES PROVIDED:** In addition to the storage of the Vehicle, Customer has requested the following additional services ("Additional Services"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **ACCESS TO STORED VEHICLE:** Customer may access the stored Vehicle at reasonable hours with 24 hours prior notice to Prestige. Notice may be given by calling 410-690-4815.

7. **NO MECHANICAL OR OTHER WORK PERMITTED:** Except for Additional Services to be provided by Prestige, if any, no mechanical or other work shall be performed while the Vehicle is within the Facility.

8. **COMPLIANCE WITH OTHER LAWS:** Customer shall not, at any time, store any dangerous or illegal materials or substances within the Vehicle while the Vehicle is within the Facility.

9. **PAYMENT TERMS:** In exchange for the storage of the Vehicle, Customer shall pay Prestige the monthly sum of \_\_\_\_\_ ("Rent"), due in advance on the first day of each and every month during the Term. If Additional Services have been requested in Section 5 hereof, the monthly charge for those Additional Services shall be \_\_\_\_\_ ("Additional Rent"), which amount is in addition to the Rent, and shall also be due in advance on the first day of each and every month during the Term. Note, if the first day of occupancy is not on the first day of a calendar month, the first month's Rent will be prorated accordingly.

If Customer shall fail to pay when due any amount required by the terms of this Agreement to be paid by Customer, then, upon the happening of any such event, Customer agrees to pay to Prestige a late charge of five percent (5%) of any payment not received by Prestige within five (5) days of the date on which it is due.

Notwithstanding the above, Prestige may exercise any rights or remedies available to Prestige at law or in equity to address any default, including without limitation the remedies available pursuant to Md. Code Ann., COMMERCIAL LAW, § 16-202 (c).

**10. CONDITION OF FACILITY:** Customer has evaluated the Facility and the surrounding area and finds such to be satisfactory for the storage of the Vehicle.

**11. CONDITION OF VEHICLE:** Upon the execution of this Agreement, Customer and Prestige have jointly performed an evaluation of the exterior of the Vehicle, and note the following defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. STORAGE:** Customer represents and warrants that Customer owns the Vehicle, and agrees not to bring into the Facility any property owned by others.

**13. LIMITATION OF PRESTIGE'S LIABILITY:** Customer acknowledges and agrees that Prestige shall not be responsible for damages to the Vehicle or any personal property stored in or about the Vehicle, or any personal injury, unless the damage or injury is caused by the negligence of Prestige, its employees or other agents. Customer shall be responsible for any damage or injury not caused by the negligence of Prestige.

**14. PRESTIGE DOES NOT INSURE THE VEHICLE:** Customer acknowledges and agrees that Prestige does not, and will not, insure the Vehicle and/or any of Customer's other personal property that may be stored in or about the Vehicle. Customer shall be solely responsible for insuring the Vehicle and any other personal property stored in or about the Vehicle.

**15. CUSTOMER'S INSURANCE (please check one of the following):**

\_\_\_\_\_ A. Customer currently has, and will maintain, comprehensive insurance on the Vehicle and personal property through the Term of this agreement.

\_\_\_\_\_ B. Customer will be "self-insured," and personally assumes all risk of loss or damage.

**16. WAIVER OF SUBROGATION:** Customer waives any right or claim against Prestige for damages sustained by Customer which is covered under any insurance policy, and Customer shall cause its insurance carriers to waive their respective rights of subrogation with respect to the same.

**17. KEYS:** Upon the execution of this Agreement, Customer shall provide to Prestige a key(s) and/or other devices necessary to operate the Vehicle. Customer authorizes Prestige, its employees and other agents to operate the Vehicle as reasonably necessary for the purposes of Prestige's business operations and/or to perform the terms and conditions of this Agreement.

**18. CHANGE OF ADDRESS:** Customer will inform Prestige in writing, within five (5) days, if Customer changes his or her address.

**19. APPLICABLE LAW:** It is the intention of the parties hereof that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.

**20. ENTIRE AGREEMENT:** This Agreement embodies and constitutes the entire understanding among the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

**21. BINDING EFFECT:** The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

**22. SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**23. NOTICES:** Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail in which case it shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Any such notice to Customer shall be sent to the address listed in Section 1 hereof, unless Customer shall have notified Prestige in writing of new address pursuant to Section 18 hereof.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
**CUSTOMER**

\_\_\_\_\_  
**Date of Execution**

\_\_\_\_\_  
**PRESTIGE AUTO VAULT, LLC**

\_\_\_\_\_  
**Date of Execution**

**By:** \_\_\_\_\_

**Credit Card Information and Authorization:**

\_\_\_\_\_  
Credit Card Number

\_\_\_\_ VISA \_\_\_\_ MC  
\_\_\_\_\_  
Card Expiration

\_\_\_\_\_  
Print Name as it appears on the card

\$ \_\_\_\_\_  
Monthly Payment

\_\_\_\_\_  
Signature Authorizing Prestige to Charge Credit Card Monthly

\_\_\_\_\_  
Date