



15074 Park of Commerce Blvd

Suite 20

Jupiter, FL 33478

561- 295-7182

Vehicle Storage Agreement

Agreement made on the _____ day of _____, 20____ between _____ (Name of Client) and Eminent Auto Group Inc., a corporation organized under the State of Florida, referred to as the company or owner for purposes of vehicle, vessels and/or trailers storage services, located at 15074 Park of Commerce Blvd, Suite 20, Jupiter, FL. Parties listed above agree and acknowledge compliance with the entirety of the agreement and all terms and conditions.

Name: _____

Address: _____

City: _____ State: _____ Zip

Code _____

Email: _____

Cell Phone: _____

Vehicle Description:

Type: (Circle One)

Automobile Motorcycle Recreational Vehicle Boat Trailer Commercial
Truck

Year: _____ Make : _____ Model: _____

TAG: _____ VIN _____



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I. GENERAL INFORMATION

A. Standard Fees:

Client agrees to pay a monthly storage fee of \$_____, plus 7% Tax, via check, credit card, direct debit, cash or money order. Payment is required to be paid by the 1st day of every month of service. Eminent Auto Group, Inc. will make one attempt to notify client at the above phone number if there are problems receiving or attempting to make payment. \$35 fee will be assessed for all denied credit cards or returned checks each month.

Additional work: Eminent Auto Group, Inc. is happy to provide additional services at the discounted rate while the vehicle is in for storage. However, any/all work performed during the storage period must be paid at the time of completion of the work. All parts removed from vehicles obtaining service work will be disposed of unless picked up by the customer within 10 business days of completion of the work performed, not the end of the storage period.

B. Terms and Conditions

The following are the Terms and Conditions with regards to the rental and usage of the facilities of Eminent Auto Group, Inc. (the “Company”) with regard to its Specialist Classic & Sports Car, Boat and Recreational vehicle Storage operation. These Terms and Conditions will apply as The Company’s “Terms **of Business**” with regard to all services supplied.

We may revise these Terms of Business from time to time, we will take reasonable steps to notify you of any changes, however it is your responsibility to check for the current version. Procedural stipulations may be deviated from at our discretion. Here within, The words “We” “Us” “Our” “The Company” etc. will refer to Eminent Auto Group, Inc. The words “You” “Your” “Yours” etc. will refer to the Client.

II. THE STORAGE AGREEMENT/CONTRACT

APPLICATION:

- a.** By applying to store your vehicle with us you are applying to reserve space within our facility. By means of the completion of a storage agreement and once accepted, the space will be deemed as reserved for you. There is a **Minimum Reservation Period** (“MRP”) of ____ months.



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- b. We reserve the right not to enter into any contract with any individual or with regard to any vehicle, without reason.
- c. Documentary evidence with regard to the Identification of both the Proposer and the Vehicle must be made available for inspection and record once an initial proposal has been accepted and prior to the completion of a storage contract. (refer to III. & IV.)
- d. In addition to the **MRP**, storage options can be added to or deleted from your initial proposal at any time. You can add or delete options, these will be recorded as alterations to the storage agreement and implemented within 2 working days of receipt of the request. Further alterations will attract an administration fee as per “Costs”.
- e. By entering into a storage agreement (contract) with us, you willfully accept all of our terms and conditions here within, in every regard and agree to pay all fees as specified as per our terms under VII.
- f. The terms of the Storage agreement / contract will be governed by Florida law and statues

III. CONTRACT TERMINATION & REFUNDS :

- a. Should you wish to end your storage agreement with us you can do so, simply by issuing a “**Contract Termination Instruction**” (“**CTI**”). This may be in the form of a certified letter or electronic mail. We require that you give a minimum _____ full working days’ notice.
- b. Should we receive a **CTI** within the initial **MRP** no refund of pre-paid storage will be given.
- c. 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.
- d. Once a **CTI** has been received and actioned, a full re-application process must be repeated for approval for your vehicle to re-enter the store. **Re-entry is not guaranteed.**
- e. Provided that you have paid all sums due to us, and the required 5 days’ notice has been received of your 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 6pm Monday - Friday or otherwise by agreement with us.



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- f. Your vehicle must be collected and removed from the site immediately prior to the end of the storage period. For release procedure, please see IX.

IV. CLIENT PERSONAL IDENTIFICATION

- a. You agree to the collection and use of your personal data in accordance with our “Personal Data & Security” policy (Chapter 5)
- b. You must provide documentary proof of both your Personal identity and Permanent home address by means of Passport, Driving licence etc and recent utility bill, Bank statement etc. which we will hold on your personal file. A photo ID of some form must be provided for our record. This can be done on site. You personally guarantee that all information provided by you is true, accurate and correct.
- c. All contracts will be with persons of minimum 18 years of age.
- d. It is your sole responsibility to keep your contact details up to date and to notify us of any changes to your address or contact information.

V. THE VEHICLE

- a. You must provide us with documentary proof that you have either, ownership or legal charge over the vehicle that you propose to place with us. This may be via a copy of a Vehicle Title or Vehicle Registration. All information will be copied for our files.
- b. You may not place a stolen or illegally possessed or repossessed vehicle with us. Any such attempt will be reported to the police.
- c. You shall, prior to our completion of any storage agreement, notify us in detail of any special issues, conditions, requirements or precautions that may be particular to your vehicle or type.
- d. The vehicle 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 our staff or representatives, or other vehicles within the facility or the facility itself.
- e. No explosive or dangerous articles may be left within the vehicle.
- f. All personal items should be removed from the vehicle. No responsibility will be held for any items remaining.
- g. Fuel tank contents are advised to be maintained to a level that will allow periodic or sporadic movement of the vehicle whilst in our care for the period planned. It is advised that if a vehicle is expected to be stored for a prolonged period, the fuel



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tank is filled to maximum to reduce excessive condensation within the ullage and therefore fuel contamination with water being kept to a minimum.

- h. Battery condition can be affected dramatically when left for prolonged periods of un-use. If no instruction for battery care is requested, We will not be liable for battery deterioration as a result. Refer to additional services within our web pages.
- i. You agree to indemnify Eminent Auto Group against any loss or damage how-so-ever resulting from any breach of the above.

VI. PERSONAL DATA AND SECURITY

- a. We will only use your personal data for internal purposes in order to fulfil our obligations under our contracted terms.
- b. We will not share your personal data with third parties.
- c. Only if we are required by law, will your information may be disclosed to police or other United States government agencies.
- d. You must provide us with all and any updates to information held on our file to ensure that such information is accurate and current.(e.g., if you change your email, telephone contact details or address)
- e. We reserve the right (unless specifically requested in writing) to hold your general contact details on our files for a period of no more than 24months after receipt of CTI . These will be used only to inform you of any company information or updates which we consider may be of interest.
- f. All Client financial details will be erased from our files immediately following settlement of all and any outstanding amounts due post **CTI** receipt.

VII. PAYMENT

- a. All services will be charged in accordance with our “**schedule of charges**” or **Standard Fees**.
- b. Special Terms for Multicar, Trade clients etc. may apply. If so, these terms will be agreed and confirmed in writing by the company.
 - a. We may make adjustments to our Schedule of Charges from time to time. Any alteration to published costs will be notified in advance by a minimum of 21 days.
 - b. The MRP (see I.) minimum initial term of storage of a vehicle is 2 months, and is subject non-refundable, payment of storage charges. Any extensions of the agreed initial (or subsequent) storage period will be on the same conditions as these, subject to any adjustment of charges or notice of a change to these Terms of Business.



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- c. The minimum charge will be for the MRP (I.) which must reach our account prior to any and all vehicles being received at our site and only after acceptance of your application and completion of your storage agreement.
- d. Following the initial MRP Storage charge, further ongoing payments for all of your storage service fees, inclusive of any chosen options, will be invoiced on a monthly basis or otherwise as agreed, in advance, and are payable by check, direct debit, cash or credit cards.
- e. Storage charges do not include the cost of any carriage of a vehicle to or from storage.
- f. If you fail to make any payment by the due date for payment, you shall pay interest on the overdue amount at the rate of 4% of monthly charge. Such interest shall accrue on a daily basis from the due date until actual payment . In the event that you fail to make payment within 28 days from the date that the sums fall due, please refer to terms in X.
- g. You agree to grant Eminent Auto Group Inc. a particular lien on the vehicle and or goods being stored if in the event that you have failed to make payment within 28 days from the date that the sums fall due, Eminent Auto Group, Inc. may, at discretion, Eminent Auto Group may 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. We may refuse to deliver or grant access to the vehicle unless all storage charges and other such sums have been paid in full. We may at any time require you to remove any vehicle upon 28 days' notice in writing. If you fail to remove the vehicle from the custody or control of The Company by the due time, The Company reserves the right to proceed as per Chapter 9.

VIII. CONTACT

- a. We reserve the right to contact you by all means available, however your chosen preferred method will always be used as our default.
- b. We will notify you regarding any alterations or improvements regarding delivery of our services and / or terms. If you have specifically opted “out” then we may provide you, from time to time, with information that we believe may be of interest to you.

IX. TEMPORARY VEHICLE REMOVAL

- a. Should you wish to remove your vehicle from the facility for a temporary period for whatever reason, we will endeavor to make your vehicle “ready for



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collection”(see below) with a minimum of notice but in reality, advice by at least the previous day would be appreciated. Your space will continue to be reserved until a “**CTI**” has been received.

- b. “Ready for collection” (as per Pi above) does not ensure that your vehicle will be either roadworthy, running, startable or any suitable condition to drive away. It simply means that we will remove it from the storage location to our reception / collection area. We will of course, make every effort to keep you informed.
- c. **Vehicle Release** Upon receipt of a **Vehicle Release Request (“VRR”)** for temporary removal or a **CTI** for permanent removal of your vehicle you will be supplied with a **Vehicle Release Code (VRC)**The vehicle will only be released / handed over to the client or clients agent as authorized to us by you and notified to us in advance, and upon disclosure from the receiver of the VRC. Failure to do so will result in Non release. (NO EXCEPTIONS)
- d. **Vehicle Return** Upon return to the store the vehicle should be presented in clean condition including “under wheel arch” clean, so that it may return to its place within the facility, and have it’s complementary car cover re- applied. No dirty cars can enter the storage facility. There will be a re-inspection process prior to re-housing and a car cleaning service on site which will be applied at our discretion or your request.

X. TERMINATION OF CONTRACT

- a. We reserve the right to terminate any storage contract without reason. In such circumstances, a minimum 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 us howsoever resulting. If you fail to remove the vehicle from the custody or control of The Company by the due time, we reserve the right to dispose of the vehicle.
- b. We reserve the right to enter and move any vehicle by driving or otherwise as we deem necessary or appropriate.
- c. We further reserve 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 by us.
- d. We 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.



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- e. Under such circumstances, you will be notified immediately by your default method.
- f. If you fail to pay any outstanding sums due to The Company, we may issue you with a final notice for payment. Failure to settle any outstanding sums within 28 days of receipt of such final notice, will result in the company proceeding as per XII. Also if you fail to collect a vehicle from our location for whatever reason as had been arranged by prior notification or agreement, The Company may proceed with recovery proceedings as per VI. In the event that The Company proceeds with the sale of your vehicle, the proceeds of sale shall be used to cover the unpaid debt (including any costs incurred in the sale of the vehicle 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 you.

XI. INSURANCE AND LIABILITY

- a. Full business and employers liability insurance is held by Eminent Auto Group, Inc. with regard to our daily operation.
- b. Fully Comprehensive insurance is in place. This covers your vehicle in full to an amount as agreed between you and us whilst it is in our care. This cover however, does not absolve you of your responsibilities as far as insuring your own car not only for road use but also to its full value and notifying them of your placement of the car with us for the duration of its storage period.
- c. It should be noted that we take our responsibilities for the care of your property extremely seriously. We have procedures and measures in place to ensure that your vehicle and its contents are handled and stored with the utmost care.
- d. You must insure your vehicle against fire, theft, accidental damage whilst in our store and any other risks as you may require to be insured against. 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 your insurance must be provided prior to completion / acceptance of your storage agreement.
- e. 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 our site or within or outside of our control in connection with the placement of your vehicle with us.
- f. We shall if proven negligent accept liability for loss up to the maximum value of the vehicle as specified and agreed by both parties in the paragraph ii above.



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- g. Under no circumstances will we be liable to you for any loss of profit or income or consequential loss of any kind. Nor shall we 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. Eminent Auto Group, Inc. 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 vehicle owner including any breach by you of these Terms of Business or non-payment, or by storm, flood, fire, explosion, breakdown or unavailability of plant and/or machinery, riot, civil disturbance, industrial dispute, labor disturbance or cause beyond our reasonable control.
- h. Any and all claims made by you against The Company shall be notified in writing to The Company within 21 days of such claim being brought to your 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.
- i. Nor 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 you against us.

XII. General

Whilst every effort will be made to action all requirements or instructions given or received in relation to your vehicle including any prescribed maintenance on the due day, we reserve the right to be flexible in regard to specific timing or due dates.

Client's Name

Client's Signature

Date _____

EAG- Representative