

### Vehicle Service Agreement (Boat/Boat Trailer)

#### CUSTOMER CONTACT INFORMATION:

Applicant Name ("Lessee")					
Co-owner, Spouse, or Authorized User					
Address					
City		State/Province		Zip Code	
Billing Address (if different)					
City		State/Province		Zip Code	
Home Phone		Cell Phone			
Email					
Emergency Contact				Phone	

#### VEHICLE INFORMATION:

Year		Make/Model			VIN/Hull#		
License Plate #		State ID#		State		Overall Vehicle Length Including Trailer	ft. in.
Insurance Carrier				Policy #			

#### PAYMENT INFORMATION:

You may pay with check, cash or credit card. We do require a credit or debit card on file, and you may choose to have that on autopay (Visa, MasterCard, Discover, or American Express). Late fees are assessed on the 6th day of the month for late or declined payments. First late fee is \$25, additional are \$50 per occurrence.

#### ☐ Autopay Authorization

I will be charged the amount agreed upon in my initial contract each billing period. I agree that no prior-notification will be provided unless the date or amount changes, in which case I will receive notice from LVC at least 10 days prior to the payment being collected.

#### ☐ I Will Pay By Check

Please make all checks payable to:  
Luxury Vehicle Care  
3901 SE Naef Rd.  
Portland, OR. 97267  
503-336-9996

DEBIT/CREDIT	
Cardholder Name	
Credit Card Number	
Exp. Date	
CVV (3 digit number on back of card)	

I hereby authorize Luxury Vehicle Care to bill my credit/debit card for the total amount owed per my initial contract on a monthly basis:	
Signature	
Date	



Office Use Only  
VSA # \_\_\_\_\_  
ACCOUNT # \_\_\_\_\_

## Customer Terms and Conditions Boat Storage

Our goal is to make your experience with Luxury Vehicle Care as easy and convenient as possible. Please review the following Terms and Conditions to ensure your expectations are aligned with the service you will receive. The term "boat" in this document implies boat on a trailer.

### INDOOR CLIMATE CONTROLLED:

- Boats should be winterized (recommended but not required), and batteries must be disconnected.
- 24 hour notice to pick up your boat or trailer. Staff on site 7 days a week.
- Unlimited drop-offs & pick-ups.
- In-house Detailing Department.
- On-site Marine Services through StanCraft.
- Option to store boat trailer at our non-heated facility for Summer months @ \$85/month (5/15-9/15)
- Please drop off your boat or boat trailer at 3901 SE Naef Rd WEST LOT, at the north end of the parking lot.

### RATE:

12 Month Storage Contract\*: \$10.50/linear foot per month

\*If you wish to terminate your contract early, an early termination fee equivalent to two months rent will be billed to your credit card on file. After the initial term the storage agreement will be month-to-month and is subject to a 3% rate increase. A written 30 day notice is always necessary to discontinue your space.

8 Month Indoor Climate-Controlled

☐ Rate: \_\_\_\_\_

12 Month Indoor Climate-Controlled

☐ Rate: \_\_\_\_\_

Custom Date: \_\_\_\_\_

Rate: \_\_\_\_\_

By signing below, I acknowledge that I am aware of and agree to the stated terms and conditions:

CONTRACT START DATE: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

NAME (PLEASE PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Terms and Conditions

This Rental Agreement (the "Agreement"), is entered into on the date indicated on the front of this form, is by and between Lessee (above defined) and Premier Vehicle Storage, Inc. (DBA Luxury Vehicle Care, hereinafter referred to as "LVC").

1. Rent: Rent (above defined) shall be due and payable on the first of each month, in advance. LVC WILL NOT MAIL YOU AN INVOICE, IT IS YOUR RESPONSIBILITY TO ENSURE RENT IS PAID BY THE DUE DATE SET FORTH HEREIN. LVC will accept payment in the form of a personal check, pre-printed check, credit card, or cash. A late fee of twenty-five dollars (\$25.00) will be assessed on any Rent payment not received by five (5) days after the due date. A late fee of fifty dollars (\$50.00) will be assessed on the second late Rent payment. After two (2) returned checks, LVC reserves the right to require Lessee to pay with either a credit card or cash. In addition you will be assessed a one and one-half percent (1 1/2%) service charge per month on any delinquent balance, until such balance is paid in full. Rent changes may occur with 30 days prior written notice from LVC.

2. Lien Rights of LVC: LVC shall have a lien upon the Vehicle or Item stored in or about the storage facility for the value of any Rent or other charges incurred as a result of this Agreement and for expenses necessary for the preservation, sale or disposition of the Item to satisfy the lien. When any part of the Rent or any other charges due hereunder remain unpaid for thirty (30) consecutive days, LVC may terminate this Agreement by sending a "Notice of Termination and Lien" to Lessee's last known address, which address, unless LVC is otherwise notified in writing by Lessee, shall be the same as hereinabove provided. If Lessee fails to pay all of such Rent or other charges due hereunder within the time stated in the Notice of Termination and Lien, LVC may secure and sell Lessee's property in order to satisfy the amount of the lien.

3. Release and Indemnification of LVC: Storage of the Vehicle or Item is at the sole risk of Lessee. LVC is not responsible for any damage, loss or theft of any kind. Lessee hereby releases and shall hold harmless and indemnify LVC, all of its officers, agents, and employees for, from and against all liability, cost, loss, damage, or judgment against LVC, including, without limitation, the reasonable cost of attorney fees and costs that LVC may incur, as a result of claims, demands, actions or damages to any and all persons or property which may result from or arise out of or is in any way connected with the Agreement between Lessee and LVC.

4. Storage: This Agreement is for the storage of the Vehicle or Item, as previously described in this Agreement. All Vehicles will be stored in LVC's indoor storage facility (the "Building") or outside within LVC's outdoor parking area(s). LVC reserves the right to store the Item anywhere in the Building. LVC reserves the right to move the vehicle outside when necessary. Lessee shall have no right or claim to any particular area or location within the Building. Indoor storage generally does not require the Item to be winterized; however, it is suggested that Lessee winterize the Vehicle in case of power failure or other unforeseen event. LVC will not be responsible for any power outages or any other unforeseen event beyond the reasonable control of LVC.

5. Hazardous Materials: No material may be stored in the Building that may be hazardous to the Building or anything contained therein. This prohibition shall specifically prohibit the storage of explosives, combustible materials, chemical, odorous or other inherently dangerous materials, unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity and in a manner that complies with applicable law. All propane tanks must be turned off prior to storage. Vehicles also much have a minimal amount of fuel in the tank. Notwithstanding anything to the contrary in this paragraph, holding tanks must be empty before storage. If LVC discovers a holding tank is not empty, LVC may empty the tank and Lessee shall pay LVC within five (5) days after written demand for all environmental disposition and clean-up fees incurred by LVC.

6. Irreplaceable Items: The premises must not be used to store any jewels, furs, heirlooms, art works, collectibles, or other valuable or irreplaceable items.

7. Access by Lessee: NO CUSTOMERS ARE ALLOWED TO MOVE VEHICLES IN STORAGE INSIDE THE BUILDING. All Vehicle's inside the Building must be moved by an employee or agent of LVC. In the event you desire to remove your Vehicle from, or place your Vehicle in, the Building, please call LVC or visit the LVC website ([www.garagepdx.com](http://www.garagepdx.com)) and LVC will make every reasonable effort possible to have your Vehicle ready when you want it. All requests must be made twenty-four (24) hours in advance. In the event you fail to provide at least twenty-four (24) hours notice prior to any drop-off or pick-up, additional charges may apply. No work may be done on any Vehicle by Lessee at any time while the Vehicle is stored inside the Building. All work inside the Building must be performed by an employee or agent of LVC, during normal operating hours. Payment for any such service shall be due and payable per separate agreement of the parties.

8. Access by LVC: Lessee shall provide access to LVC to enter the Vehicle for the purpose of inspection to insure compliance with the provisions of this Agreement. In the case of emergency, LVC shall be permitted to enter the Vehicle without the consent of Lessee. For the purposes of this Section 8, the term "emergency" shall mean any sudden, unexpected occurrence or circumstance which, in the reasonably exercised judgment of LVC, requires immediate action. LVC may also take photos/video of the vehicle for use in marketing materials and promotions.

9. Holdover by Lessee: In the event Lessee fails to remove the Vehicle or Item from the Building upon the expiration of this Agreement, the current Rental rates then in effect, in addition to all other provisions under this Agreement, shall apply.

10. Insurance: This Agreement is made on the express condition that LVC is free from all liability and claim for damages to the Vehicle or Item and that Lessee has all adequate insurance covering the Vehicle or Item. LVC does not have any obligation to carry any insurance on any of the Lessee's property due to any cause, including but not limited to any fire, explosion, theft, vandalism, wind or water damage, defect (whether known or subsequently created or discovered), or act or omission of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of LVC or any of its agents or employees. Lessee

must, at Lessee's sole cost and expense, procure and maintain adequate insurance coverage for all of Lessee's property stored on the Premises. Lessee must provide LVC with proof of insurance.

11. Change of Information: Lessee must immediately notify LVC of any change in Lessee's mailing address, phone number, or other information contained above.

12. Injuries: LVC is not liable for any injury sustained by Lessee or any other person from any defect, whether known or subsequently discovered or created, or caused by any condition existing near or about the premises, or resulting from any act or omission of Lessee. Lessee (for itself and its successors and assigns) does hereby forever release and discharge LVC and all of LVC's owners, agents, employees, successors, and assigns, from any and all claims, demands, liabilities, causes of action, damages, losses, and expenses (including, but not limited to, attorneys' fees incurred at trial, on appeal, or otherwise) for any injury sustained by Lessee or any other person from any defect, whether known or subsequently discovered or created, or caused by any condition existing near or about the premises or relating to this Agreement.

13. Condition of the Premises: Lessee has examined the premises and agrees that the premises are satisfactory for all of Lessee's purposes, including safety and security. Lessee's use of the premises constitutes acknowledgment that the premises are in good condition and repair. Lessee must at all times keep the premises neat and clean. Lessee must pay within five (5) days after written demand from LVC for any and all damage and repairs to the premises required as a result of Lessee's acts or omissions. LVC MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE PREMISES OR THEIR CONDITION OR USE. LESSEE REPRESENTS AND WARRANTS TO LVC THAT (1) LESSEE HAS INSPECTED THE PREMISES AND ACCEPTS THE PREMISES "AS IS" "WHERE IS" AND WITH ALL KNOWN AND UNKNOWN DEFECTS AND FAULTS, AND (2) LVC HAS MADE NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING THE PREMISES.

14. Termination: Lessee or LVC may terminate this Agreement by written notice provided at least thirty (30) days before the intended termination date. No rent or fee refunds will be granted on any termination.

15. Miscellaneous: This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to the subject matter hereof and supersedes all other agreements relating thereto. An amendment to this Agreement must be written and signed by every party. This Agreement may be assigned by LVC, but it must not be assigned by Lessee without LVC's prior written consent, which may be withheld in its sole discretion; otherwise, this Agreement is binding on the parties and their permitted successors and assigns. For every dispute regarding this Agreement, the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which that party may be entitled. This Agreement is governed by, and must be construed and of the State of Oregon and agrees that those courts have personal jurisdiction over each party. Venue for all disputes must be in Washington County. This Agreement has been drafted jointly by the parties

and must be construed and enforced in accordance with the fair meaning hereof. The headings herein do not affect the interpretation of this Agreement. Any provision hereof held to violate any law or public policy in any jurisdiction is, as to that jurisdiction only, ineffective only to the extent of the invalidity, without affecting any other provision hereof, and each provision hereof is valid and enforceable to the fullest extent permitted by law. Plural terms refer to all members of the relevant class, and neuter pronoun forms. "Or" is not exclusive in its meanings. "Herein," "hereof," and similar terms refer to this Agreement as a whole and not merely to the specific paragraph or clause where they appear. "Including" means "including, but not limited to." References herein to sections and exhibits are to sections and exhibits to this Agreement. Neither party shall be deemed to waive full performance by each party of its duties and obligations arising hereunder unless the waiver is in writing and signed by the party to whom performance is owed hereunder. This Agreement may be signed in counterparts. No waiver of any provision hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive. The termination of this Agreement does not terminate any duties or obligations hereunder that continue past the termination. NEITHER LVC NOR ANY OF ITS OWNERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS SHALL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS, SPECIAL, INDIRECT, OR SIMILAR DAMAGES CLAIMED UNDER ANY STATUTE OR UNDER ANY LEGAL OR EQUITABLE THEORY.