

**POPPY'S CLASSIC CAR STORAGE, LLC**  
**39B Shelter Rock Road**  
**Danbury, Connecticut 06810**

**VEHICLE STORAGE AGREEMENT**

Vehicle Owner(s) Name: \_\_\_\_\_

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

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

Phone Nos.: \_\_\_\_\_

Storage Date Commencement: \_\_\_\_\_

Prepaid Amount/Expiration Date of Prepaid Period: \_\_\_\_\_

**Description of Vehicle:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Odometer: \_\_\_\_\_ VIN No: \_\_\_\_\_

License Plate No: \_\_\_\_\_

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**Proof of Ownership:** The party identified above as the Vehicle Owner ("Owner") is required to provide Poppy's Classic Car, Storage, LLC ("Company") a driver's license and vehicle registration, or other forms of proof of identity and vehicle ownership, at the time the vehicle described above ("Vehicle") is stored with Company.

**Payment Charges, Rates and Terms:** Storage charges relating to the Vehicle shall commence on the date that the Vehicle is stored by Company at its facilities located at 39B Shelter Rock Road, Danbury, Connecticut ("Storage Location"). Storage charges will be based upon a monthly rate of \$\_\_\_\_\_ per month with a minimum of 3 months applicable. At least the minimum three month storage period shall be prepaid by Owner. Charges not prepaid shall be payable monthly, in advance, upon the expiration of the initial prepaid storage period. Partial months will be prorated. Charges payable to Company by Owner may be satisfied by the delivery of cash, check, or credit cards acceptable to Company. Owner may sign up for automatic credit card billing. Only prepaid storage charges are guaranteed. Storage charges not prepaid may be subject to any increases in Company's general storage rates that are implemented by Company between the date Owner stores the Vehicle with Company and the date that any additional unpaid charges become payable. Any unsatisfied storage fees not paid by the 10<sup>th</sup> day of a calendar month shall be subject to a late fee equal to 10% of the monthly charge applicable to the Vehicle. All storage charges and, late charges, if any, must be paid in full before the Vehicle will be released by Company to Owner. Any credit balances as of the date of release will be refunded by check delivered with the Vehicle or mailed to the address

Owner provides above, unless modified in writing thereafter.

**Accounts Delinquent for more than 180 days:** Storage charges which remain unpaid for a period of 180 or more days will permit Company to consider the Vehicle abandoned by Owner and Owner agrees that Company may dispose of the Vehicle through sales or other means. The proceeds of any such sale shall be applied to unpaid storage charges and late fees payable by Owner to Company and other costs incurred by Company in moving, disposing, or selling of the Vehicle. Any balance that remains after the satisfaction of those charges shall be remitted to Owner by check delivered to the address supplied by Owner above, as modified by Owner in writing thereafter. Company shall be under no obligation to insure that Owner negotiates any such check provided or to search for Owner.

Any proceeds from the sale of the Vehicle to which Owner may be entitled shall be forfeited by Owner if Owner fails to gain possession of the check sent to Owner's address maintained by Company or in the event Owner fails to negotiate such check within 6 months of the date of the check.

**Insurance:** Owner understands that Company does not carry insurance on any vehicles stored at the Storage Location and agrees that it has insurance on the Vehicle. Owner hereby releases all claims against Company, its representatives, agents, and employees, as well as the property owner of the Storage Location, its representatives, agents, and employees, from any and all damage or loss to the Vehicle or its contents, including but not limited to, damages resulting from theft, vandalism, fire, windstorm, flood, hail, tornado, weathering, while it is stored at the Storage Location. By signing this Agreement, the Owner understands that storing the Vehicle at the Storage Location is done so at the risk of Owner, except as is noted otherwise in this Agreement.

**Undertakings of Company:** Company undertakes to provide a secure environment and secure the Vehicle in the same condition as it was in at the time it was received by Company, reasonable wear and tear excepted.

**Owner Undertakings:** Owner hereby undertakes and represents to Company that it will and has provided the Vehicle to Company in good running condition, with a clean interior. Food, crumbs, wrappers or spills attract rodents which can cause extensive damage. Owner further acknowledges that the Vehicle contains lubricants, anti-freeze, and other fluids, and undertakes to insure that the Vehicle is not leaking any fluids, or otherwise creating any hazardous condition for Company. In that connection, Owner hereby agrees, without limitation, to not leave any illegal items, anything flammable, explosive, corrosive, firearms or ammunition, hazardous materials, or trash in the Vehicle. Anything of this nature will be disposed of by Company without any compensation by Company and without notice.

**Limitation of Company's Liability:** Company will have no responsibility to Owner or any other person for damages to the Vehicle, or any injury to them, unless Company intentionally causes the damage or injury. Owner will be responsible for any damage or injury not caused by Company's intentional conduct.

**Mechanical Work:** Mechanical work, unless consented to by Company, may not be performed by Owner while the Vehicle is located at the Storage Location.

**Keys:** Owner shall provide a set of keys to Company and maintain a separate set of keys for Owner.

**Condition of Storage Location:** Owner has inspected the area surrounding the Storage Location and the Storage Location and has found them to be in satisfactory condition.

**No Other Owners:** Owner represents that Owner owns the Vehicle and no other person or party has an interest in the Vehicle.

**Access Hours:** The facility is open during regular business hours, Monday through Friday between the hours of 9:00 AM to 5:00 PM. Any access outside these times must be by appointment only.

**Requests by Owner to pick up Vehicle:** Owner must provide Company with at least 48 hours advance notice of a request to pick up Vehicle from the Storage Location.

**Change of Address:** Owner will inform Company in writing if Owner changes his or her address.

**Invalidity of Provisions:** If any part of this Vehicle Storage Agreement is declared invalid, the rest of the Agreement shall remain in effect. If any part of the Agreement is inconsistent with Connecticut law, the applicable provisions of Connecticut law shall be considered to be substituted for the inconsistent provision.

**Entire Agreement:** This Vehicle Storage Agreement represents the parties complete understanding of their agreement with respect to the subject matter addressed in this Agreement, and no modifications or alterations of this Agreement may be made except in writing and signed at the bottom by or on behalf of both parties.

**Forum Selection and Choice of Law:** All disputes arising from this Agreement shall be brought in the Superior Court, Judicial District of Danbury, Fairfield County, Connecticut. The law of the State of Connecticut shall be applicable to this Agreement.

By signing this Vehicle Storage Agreement as of the date set forth below, Owner hereby certifies that he or she has been provided a copy of this Vehicle Storage Agreement and that Owner understands and agrees to each of the terms and conditions contained above.

**Vehicle Owner Signature:**

\_\_\_\_\_

**Print Name of Owner:** \_\_\_\_\_

**Dated:** \_\_\_\_\_