



## STANDARD VEHICLE STORAGE LICENSE AGREEMENT

### 1. BASIC INFORMATION

**Date of License:** \_\_\_\_\_

**LICENSOR:** Family Classic Cars

**Licensee (Vehicle Owner/Authorized Agent of Owner)**

**Printed Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_

**Initial Lease Term** \_\_\_\_\_

**Initial Base Monthly License Fee:** \$ \_\_\_\_\_

**Storage Space Number of Location:** \_\_\_\_\_

**Vehicle Manufacturer:** \_\_\_\_\_

**Vehicle Model and Year:** \_\_\_\_\_

**LICENSEE'S Current Estimated Value of Vehicle:** \$ \_\_\_\_\_

## NOTICE:

A. The subject property will be subject to a claim of lien for unpaid fees and other charges as permitted by this License Agreement and/or applicable law and may be sold to satisfy the lien if the fees or other charges due remain unpaid for a period of fourteen (14) consecutive days.

B. LICENSEE's Continuous Maintenance of Insurance on LICENSEE's property in an amount equal to the greater of the full replacement value of the subject property, as same may be adjusted over time, or LICENSEE's Current Estimated Value of the Vehicle above, is a material condition of this Agreement. LICENSEE acknowledges LICENSOR does not maintain insurance coverage for LICENSEE's benefit in the event of loss, calamity, damage or destruction of property regardless of cause, occurrence or event.

C. This License Agreement includes various waiver and release provisions including but not limited to those which waive your right to trial by jury with respect to disputes arising out of this Agreement, waivers of liability and other provisions, which have important legal consequences. Consultation with an attorney before signing is recommended.

1. **MONTHLY LICENSE FEES:** The Initial Base Monthly License Fee is the sum set forth above and is payable not less often than in advance of each monthly anniversary date set forth above. In addition LICENSEE shall also pay all such additional fees and charges for additional and/or supplemental services or products as may be provided which shall otherwise be subject to the terms and conditions hereof. The Monthly License Fee payable shall therefore include both the initial Base Monthly License Fee as well as all additional cost, fees and charges due hereunder, as same may be adjusted from time to time, plus, in the event of default by LICENSEE all applicable late fees, attorneys' fees incurred by the prevailing party in any such action to recover License Fees due, interest and all other permitted fees and cost provided herein. All such fees and charges shall hereinafter be collectively referred to as the "License Fee". The License Fee shall be paid to the LICENSOR or to LICENSOR's designated agent in good funds. No cash payments shall be credited to LICENSEE unless as to each such payment LICENSOR has issued a pre-prepared, dated form receipt bearing the original signature of a management employee of LICENSOR. The License Fee is payable without deduction, demand or billing statement. In the event that any License Fee is not paid within 10 days of the due date, LICENSEE will be charged a late payment fee of \$25.00 or such greater amount as LICENSOR may advise shall be applicable. In the event of a dishonored bank check, LICENSEE agrees to pay \$75.00 as liquidated damages for such dishonored check as an additional License Fee. If LICENSEE's checks are dishonored more than once, LICENSOR may, at any time thereafter and irrespective of the otherwise stated term, terminate the License Agreement whether or not LICENSEE has paid the dishonored check fee. At LICENSOR's sole discretion, in lieu of termination, LICENSOR may require that all future License Fees shall be paid solely by certified check, money order or cashier's check. The Base License Fee may be changed at any time by LICENSOR giving written notice to LICENSEE at the address(es) provided above, seven (7) days before the expiration of any month of this tenancy. If LICENSEE had made advance License Fee payment, the new rate will be charged against such payments. No License Fee refunds or License Fee proration will be given for either the first month or the month of termination. No License Fee refunds or License Fee proration will be given for either the first month or the month of termination. No License Fee refund will be given at termination for any unused prepaid License Fees.

2. **LIEN NOTICE:** THE SUBJECT VEHICLE OR OTHER PROPERTY IS SUBJECT TO A LIEN. IF LICENSE FEE OR OTHER CHARGES, INCLUDING BUT NOT LIMITED TO

AMOUNTS OWING FOR STORAGE DUE HEREUNDER REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS THE SUBJECT VEHICLE OR OTHER PROPERTY MAY BE SOLD TO SATISFY THE LIEN.

3. **DEPOSITS:** LICENSEE shall pay in advance a security, cleaning, and damage deposit in the amount equal to two (2) MONTHS Base Monthly License Fee or such greater number as LICENSOR may determine. The deposit is to be held by LICENSOR for LICENSEE's faithful performance of the terms of this agreement, and for cleaning and repair to the Space or other facility after surrender by LICENSEE. The deposit shall not be held in trust. Licensor may commingle with LICENSOR's general fund and will not pay interest on any deposit. The deposit shall be returned to LICENSEE within two (2) weeks after LICENSEE relinquishes the Space to LICENSOR only if LICENSEE checks out at the office of LICENSOR upon termination and the deposit shall be reduced by all charges for cleaning, repairing, and replacement of any missing items. In addition, at LICENSOR's sole option, LICENSOR may retain any amounts necessary to compensate LICENSOR for any License Fee due and unpaid under this License Agreement. Any processing fees included in the deposit shall not be returned.

4. **USE AND OCCUPANCY: USES STRICTLY PROHIBITED:** LICENSEE grants to LICENSOR all right to use pictures and/or other information regarding the subject vehicle in LICENSOR's advertising and promotional materials. However, the right to the Space is non-exclusive and non-assignable by LICENSEE and is being provided to LICENSEE for the express and sole purpose of displaying and/or storing (but not repairing or servicing) a vehicle to which LICENSEE represents he/she has lawful title and/or the right to possession. LICENSEE's access shall be limited to LICENSOR's regular business hours and at LICENSOR's option, custom or practice, may be subject to a requirement of advance notice to LICENSOR. LICENSOR reserves the right to temporarily or permanently designate another Space for storage with or without notice to LICENSEE and is entitled to move the stored property for such purposes. LICENSEE is strictly prohibited from storing any other property in the Space, including but not limited to materials which are or may be classified as hazardous or toxic under any law or regulation. Examples of items that may not be stored include but are not limited to food, paint, paint thinner, gasoline (other than as may be contained in an on-board vehicle gas tank), other flammable chemicals, compressed gases and ammunition. LICENSEE is also strictly prohibited from engaging in any activity on the Premises, which produce, or may produce, such materials or from using or bringing same onto the Premises. LICENSEE's obligations of indemnity as set forth elsewhere in this License Agreement specifically include any and all costs, fees (including attorneys' fees), expenses, fines, and penalties imposed against LICENSOR arising out of any storage or presence, or alleged storage or presence, of any material on the Premises in violation of the this paragraph by LICENSEE, or LICENSEE's agent, guests, or invites. Trash or discarded materials are not allowed in or near the Space. LICENSEE has no right to use any other portion of the Premises for any purpose, other than for access to the space at the time and on the dates permitted by LICENSOR. Property is stored under the sole supervision of LICENSEE. LICENSEE waives any and all claims for emotional or sentimental attachment to or relating to the stored property.

5. **ACCESS:** In LICENSOR's sole discretion, LICENSEE's access to Premises may be directed or required in any manner deemed reasonably necessary by LICENSOR to maintain order and to ensure security of the Premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of occupant's identity, and requiring LICENSEE to sign in and out upon entering and leaving the Premises. None of the foregoing shall constitute any obligation upon LICENSOR however.

6. **RULES:** LICENSOR shall have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care and cleanliness of the Premises, or preservation of good order. LICENSEE agrees to follow all LICENSOR's rules now in effect or that may be put into effect from time to time including as to any requirements for advance notice for access to the stored property.

7. **PREMISES:** LICENSEE accepts the Space as being in good condition and repair and in all respects suitable for LICENSEE's purpose based upon LICENSEE's independent review and examination of the Premises and not based upon any representations by LICENSOR. LICENSEE will immediately notify LICENSOR of any defect in the Space. LICENSEE will keep the Premises in good condition and will be liable to LICENSOR for repairs necessary due to negligence or misuse while under LICENSEE's control. LICENSEE shall not use electrical outlets, if any, available in the Space for any use other than as a light source. LICENSEE shall not build or attach anything to the building, floors, ceilings, or common walls.

8. **ENTRY:** LICENSOR may enter the Space licensed to LICENSEE for the purpose of inspection without prior notice to LICENSEE. In the event any such inspection reveals the storage of any property or materials in violation of the provisions of this License Agreement, LICENSOR may terminate this License Agreement and remove and dispose of all property or materials stored in the Space which violates this License Agreement in any manner. LICENSOR deems fit at LICENSEE's sole cost and expense, and without prior notice to LICENSEE.

9. **TERMINATION:** Change In Terms or Condition; Abandoned Property: In addition to termination as provided by law, or by other provisions of this License Agreement, LICENSEE's right to use the Space may be terminated by either LICENSOR or LICENSEE by the giving of written notice to the other at least seven (7) days prior to the last day of any calendar month. In addition, any of the terms and conditions of this Agreement, including the License Fee may be changed by notice given to LICENSEE by LICENSOR at least seven (7) days prior to the expiration of any month hereof. Any property remaining in the Space after termination shall be conclusively deemed abandoned by LICENSEE, and may be sold, destroyed, or disposed of in any manner chosen by LICENSOR in LICENSOR's sole and unrestricted discretion.

10. **ASSIGNMENT:** LICENSEE shall not sublet or assign the Space nor store property owned by others without the express written consent of LICENSOR. LICENSOR may withhold consent to any requested assignment or express written consent of LICENSOR's sole, unlimited and absolute discretion. No requirement of reasonableness in the granting or withholding of such consent is to be implied by anything contained in this License Agreement.

11. **INDEMNITY; RELEASE OF LIABILITY:** LICENSEE will indemnify, defend and hold harmless LICENSOR (which term for these purposes shall include its agent and employees) from any and all claims, demands, and causes of action hereafter brought or made by others arising out of or connected in any way with LICENSEE's use of the Premises, including claims based upon LICENSOR's negligence. This indemnity obligation specifically extends to any action, orders, penalties, or enforcement procedures made or brought by any government agency in connection with any materials or property stored in the Space. LICENSOR shall not be liable for any damage to or loss of, any property while located on the Premises from any cause whatsoever, including, but not limited to, burglary, fire, water damage, disappearance, rodents or insects, power failure, earthquake, acts of God, or the act or passive acts or omissions of LICENSOR. This release specifically extends to any failure of any security systems or procedures and any failure of air conditioning or other equipment regardless of cause of source. The provisions of this section shall not, however, exempt LICENSOR from liability for

LICENSOR's gross negligence or willful misconduct however any claim must be filed in court within six months of any such event or shall be deemed forever waived. LICENSOR shall not be liable to LICENSEE for injury or death suffered by any person, including LICENSEE's guests or invitee, occurring in or about the Premises or Space, or arising out of or relating in any way to LICENSEE's use of the Premises or Space or LICENSOR's services, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omission, or active or passive negligence of LICENSOR.

**12. MUTUAL WAIVER OF SUBROGATION:** For good and valuable consideration which is hereby acknowledged, LICENSOR and LICENSEE each waive and relinquish, on their own behalf and on behalf of each of their respective insurers, and all rights or claims which may be asserted against each other for damages caused by fire, casualty or other perils to the extent covered by insurance obtained or required hereunder, except as to such rights either may have to proceeds of such insurance as elsewhere herein provided.

**13. WAIVER OF JURY TRIAL:** For good and valuable consideration which are hereby acknowledged, LICENSOR and LICENSEE, for themselves and all others claiming through them, mutually waive their respective rights to trial by jury of any and all causes of action, claims, counterclaims or cross complaints, in any action brought by either on any matter arising out of, or in any way related or connected with, this License Agreement including any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.

**14. WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES:** For good and valuable consideration which is hereby acknowledged, LICENSOR and LICENSEE hereby waive and relinquish any and all rights and claims to punitive, exemplary and consequential damages as to any matter arising out of, or in any way related or connected with, this License Agreement regardless of theory of liability.

**15. INSURANCE OBLIGATION; ASSUMPTIONS OF RISK BY LICENSEE:** LICENSEE, at LICENSEE's sole expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the greater of: the full replacement value of the subject property, as same may be adjusted over time, or LICENSEE's Current Estimated Value of the Vehicle as reflected above. Continuance maintenance of insurance by LICENSEE on LICENSEE's stored property is a material condition of this Agreement, and is for the benefit of both LICENSEE and LICENSOR. Failure to carry the required insurance is a breach of this License Agreement, and LICENSEE assumes all risk of loss to stored property that would or might be covered by such or any insurance. LICENSEE hereby acknowledges that LICENSOR is not required to and does not maintain an insurance policy or coverage for the benefit of LICENSEE in the event of loss, calamity, damage or complete destruction of the property stored by LICENSEE hereunder regardless of cause.

**16. SECURITY OF SPACE:** To the extent a lockable space shall be provided to LICENSEE, LICENSEE agrees to be solely responsible for providing a lock to secure access thereto, which LICENSEE deems adequate. In the event such locks are rendered ineffectual for any, LICENSOR may, but is not obligated to, take whatever measure LICENSOR deems reasonable to re-secure the Space, with or without notice to LICENSEE, in LICENSOR's sole discretion, The fact that LICENSOR has taken measures to re-secure access to LICENSEE's Space shall not alter the limitations on LICENSOR's liability set forth elsewhere in this License Agreement nor shall such measures be deemed a conversion of LICENSEE's stored property. LICENSEE shall also be solely responsible for any access to the Space achieved by others, subject to all of the

terms and limitation of this License Agreement, whether or not such access is achieved as result of LICENSEE's intent.

**17. NO MODIFICATIONS IN WRITING:** With the exception of any supplemental schedules hereto, this constitutes the entire agreement between the parties pertaining to the license of the Space. Any and all prior representations and agreements, if any, oral or written, have been superseded hereby. All amendments shall be in writing and signed by all parties or shall be void. Notwithstanding the foregoing, LICENSOR shall be entitled to rely upon LICENSEE's oral notification of requested services or products, which LICENSEE may desire to be performed upon or provided to the subject vehicle and LICENSEE, shall be liable for payment of the orally quoted or posted amount for same. All sums due for such products or services shall be due upon demand or if there were no prior demand, upon conferral thereof.

**18. SEVERABILITY:** A determination by a court of competent jurisdiction that any provision of this License Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or of this Agreement, which shall remain in full force and effect.

**19. CALIFORNIA LAW AND VENUE:** This License Agreement was entered into in the State of California and the laws and judicial decisions of the State of California applicable to contracts entered into, performed entirely within the State of California, and shall govern its validity, construction, interpretation and legal effect. Any action based upon or in any way arising out of this License Agreement shall be brought, if at all, solely in the County of Orange, California.

***NOTICE TO LICENSEE:*** This License Agreement includes various waiver and release provisions including but not limited to those, which waive your right to trial by jury with respect to disputes arising out of this Agreement, waivers of liability and other provisions, which have important legal consequences. Consultation with an attorney before signing is recommended.

By signing this Agreement, LICENSEE acknowledges LICENSEE shall be bound to each of the provisions above and that LICENSEE has been afforded the opportunity to obtain all such consultation of attorneys and/or other consultants, which LICENSEE deems advisable. LICENSEE by signing below also acknowledges receipt of a complete copy hereof.

LICENSOR: FAMILY CLASSIC CARS      LICENSEE: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_      BY: \_\_\_\_\_