



# WINTER STORAGE AGREEMENT

This Winter Storage Agreement ("Agreement") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Windy City-Fox Motorsports, LLC ("WCFM") and \_\_\_\_\_ ("Customer"), and is subject to the Terms and Conditions set forth below.

### WINTER STORAGE:

- Winter Storage: \$299 +Tax\*
- Eligible for Thousands \$\$\$ accessory discounts
- Climate controlled storage
- Term: October 1, 2021 through May 1, 2022
- Multi Point Inspection
- Fuel Stabilizer
- Battery Test/Maintenance

### I'D LIKE IT FOR FREE! I'LL PURCHASE:

- \$499 of parts & labor
- Priority Maintenance (10% Savings)
- An Extended Warranty
- A Motorcycle!

### CUSTOMER'S INFORMATION AND MOTORCYCLE DESCRIPTION:

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

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

Preferred Method of Contact:  Phone  Text  Email

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

Mileage: \_\_\_\_\_ Plate: \_\_\_\_\_ Storage Location: \_\_\_\_\_





In:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Out:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

- On the Storage Commencement Date, Customer shall either (i) deliver the Motorcycle to the Initial Pick Up/Drop Off Location set forth on the reverse side hereof at Customer's sole cost and expense, or (ii) provide WCFM access to the Motorcycle at the Initial Pick Up/Drop Off Location set forth on the reverse side hereof.
- Customer represents and warrants that Customer is the registered owner of the Motorcycle.
- Customer shall pay the full Storage Fee, Pick Up Fee and/or Delivery Fee, as applicable, prior to the Storage Commencement Date.
- WCFM will determine the area inside the Storage Location where the Motorcycle will be stored. WCFM reserves the right, in its sole discretion, to relocate the Motorcycle to any area inside the Storage Location.
- During the Term of this Agreement, Customer's access to the Motorcycle shall be prohibited.
- Customer acknowledges that Customer accepts the Storage Location in its "as-is" condition and acknowledges that the Storage Location is satisfactory for Customer's purposes.
- WCFM may connect the Motorcycle to a battery tender in its sole and absolute discretion to maintain a charge on the Motorcycle's battery during the Term of this Agreement; provided, however, in no event shall WCFM be liable for the failure of or lack of charge in said battery.
- Customer represents and warrants that during the entirety of this Agreement and/or while the Motorcycle is at the Storage Location, Customer shall purchase and maintain an insurance policy insuring the Motorcycle against all loss and damage, including but not limited to, loss by fire, theft, or other casualty. Customer shall produce a certificate of insurance to WCFM with such coverages with minimum limits in the amount of the value of the Motorcycle. Customer's insurance shall at all times be primary and noncontributory. The Motorcycle and all personal property stored under this Agreement shall be at Customer's sole risk. WCFM is under no obligation to insure Customer's property. Customer, for himself/herself and his/her insurers, successors and assigns, hereby releases, waives and forever relinquishes any and all rights: (i) to assert a claim for damage to or loss of the Motorcycle against WCFM and/or its Affiliates, including but not limited to damages or losses caused by fire, water damage, flood, rodents, insects, Acts of God, or the passive or active acts or omissions of WCFM, its Affiliates or their employees or agents; (ii) to assert any claims for subrogation or contribution against WCFM and/or its Affiliates; and/or (iii) to claim coverage under any insurance policies covering WCFM and/or its Affiliates. Any liability against WCFM and/or its Affiliates arising hereunder or from Customer's storage of his/her Motorcycle shall be limited solely to damages or other losses caused by the willful misconduct or gross negligence of WCFM.
- Customer acknowledges that Customer is responsible for the condition of the Motorcycle as set forth on the reverse side hereof and that WCFM shall have no liability for any dings, scratches, or dents noted on the reverse side hereof.
- Customer agrees to indemnify and hold harmless WCFM and its Affiliates, insurer(s), members, agents, and employees from and against all claims for damages to the Motorcycle or personal injury, including reasonable attorneys' fees and costs, caused by, arising from or related to the Motorcycle being stored at the Storage Location, except for damage directly caused by the willful misconduct gross negligence of WCFM. Notwithstanding anything otherwise contained herein to the contrary, in no event shall WCFM be liable for any indirect, special, punitive or consequential damages of any kind.
- WCFM shall not be responsible for any mechanical issues of the Motorcycle nor personal property left with the Motorcycle. In the event Customer desires WCFM to perform any service work on the Motorcycle, a separate Proposal/Acknowledgment shall be entered into by Customer prior to the performance of any such service work.
- Not less than three (3) days prior to the Storage Termination Date, Customer shall contact WCFM to arrange pick up or delivery of the Motorcycle. On a mutually agreeable date on or prior to the Storage Termination Date, Customer shall either (i) pick up the Motorcycle from the End Of Season Pick Up/Delivery Location set forth on the reverse side hereof at Customer's sole cost and expense, or (ii) be present at the End Of Season Pick Up/Delivery Location set forth on the reverse side hereof in order to accept delivery of the Motorcycle at such location. Notwithstanding anything herein to the contrary, WCFM shall not be obligated to release and/or deliver the Motorcycle to the possession of Customer in the event Customer has not paid to WCFM all outstanding Storage Fees, Pick Up Fees, Delivery Fees, fees incurred for service work performed by WCFM and/or any other amounts owed to WCFM or its Affiliate(s). Customer shall be assessed a fee of Ninety Nine Dollars (\$99.00) for every month or partial month after the Storage Termination Date until Customer takes possession of the Motorcycle. If Customer does not take possession of the Motorcycle within thirty (30) days of the Storage Termination Date, WCFM shall also have any and all rights and remedies permitted to it under Illinois law, including but not limited to the right to assert a lien on the Motorcycle and to prosecute such lien in accordance with Illinois law. Interest shall accrue on any unpaid balance more than thirty (30) days past due at the rate of 1.5% per month. In the event WCFM is forced to file suit to enforce any provision of this Agreement or otherwise incurs attorneys' fees as a result of Customer, Customer shall pay any and all such attorneys' fees incurred by WCFM.
- This Agreement shall not be transferred or assigned by Customer. This Agreement shall be governed by the laws of the State of Illinois.
- These Terms and Conditions shall survive the termination of the Agreement or expiration of the Term to the extent necessary for the enforcement of the parties' rights and obligations. Without limiting the generality of the foregoing, and for the avoidance of doubt, Customer agrees that the following paragraphs enumerated above shall survive termination of this Agreement or expiration of the Term: 8, 9, 10, 11, 12, 13 and 14.

