

TAYMAR, INC. d/b/a BUCKS COUNTY AUTO STORAGE

OCCUPANCY AGREEMENT FOR VEHICLE STORAGE  
Fundamental Agreement Provisions

OCCUPANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HOME TELEPHONE

WORK TELEPHONE

CELL PHONE

E-MAIL ADDRESS \_\_\_\_\_

DRIVER'S LICENSE # (COPY ATTACHED) \_\_\_\_\_

**Address and Telephone Number of Storage Facility:**

**650 Durham Road, Wrightstown, PA 18940; Telephone: \_\_\_\_\_**

Occupancy Charge: \$ \_\_\_\_\_ per month

Maximum Term of Agreement: 6 Months \_\_\_\_\_ 1 year \_\_\_\_\_ Other \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

**Vehicle Information (note: a separate Occupancy Agreement is required for each vehicle)**

Name of owner (as appears on vehicle title): \_\_\_\_\_

Make: \_\_\_\_\_

Color: \_\_\_\_\_

Year: \_\_\_\_\_

Tag #: \_\_\_\_\_

Model/body style \_\_\_\_\_

State of Registration: \_\_\_\_\_

Value \_\_\_\_\_

VIN #: \_\_\_\_\_

Copy of Registration Form to be attached. (Include three pictures of each vehicle to be stored)

**Emergency Contact Information, Ranked in Order to be Contacted:**

Contact #1: \_\_\_\_\_ (Work) \_\_\_\_\_

Address: \_\_\_\_\_ (Home) \_\_\_\_\_

Contact #2: \_\_\_\_\_ (Work) \_\_\_\_\_

Address: \_\_\_\_\_ (Home) \_\_\_\_\_

Contact #3: \_\_\_\_\_ (Work) \_\_\_\_\_

Address: \_\_\_\_\_ (Home) \_\_\_\_\_

Occupant Initial Here \_\_\_\_\_ Date \_\_\_\_\_

This Occupancy Agreement (hereinafter "Agreement") between TAYMAR, INC. d/b/a BUCKS COUNTY AUTO STORAGE (hereinafter "Owner") and the individual(s) named above (hereinafter the "Occupant") covers the non-exclusive use by the Occupant for storage of above vehicle at the Space (as hereinafter defined) designated by Owner at 650 Durham Road, Wrightstown, PA 18940 (the "Facility") under the following additional terms and conditions:

**ADDITIONAL TERMS AND PROVISIONS OF  
OCCUPANCY AGREEMENT FOR VEHICLE STORAGE**

1. **Occupancy Charge:** For and in consideration of the use of the Space, Occupant shall pay to Owner the monthly Occupancy Charge set forth above and all other chargeable fees described in this Agreement, the sum of which shall be due and payable in advance on the first (1<sup>st</sup>) day of each month at the office of Owner or at such other address as Owner may notify Occupant in writing. Occupant shall be in default if any monthly installment or Occupancy Charge or any other charge due under this agreement is not paid within ten (10) days following the due date or if Occupant shall fail to perform or fulfill any other terms, provisions or conditions of this Occupancy Agreement.

2. **Occupant's Use of Space:** Occupant acknowledges that the Owner has designated an area (the "Space") within the Facility for the storage of Occupant's automobile identified in the Fundamental Agreement Provisions and no other vehicle. Occupant shall use the space for storage of automobiles only. Storage of personal property or any other property other than automobiles is prohibited and shall be considered a default under this Agreement.

3. **Indemnity of Owner:** Occupant agrees to indemnify, defend and hold harmless Owner from and against any and all damages, claims, causes of action, lawsuits, or liability of any kind or nature arising out of or from or in any way relating to Occupant's use of the Space or from any activity or thing done or permitted or suffered to be done by Occupant in or on the Space or in the Facility of which the Space is a part. Occupant agrees to make no claim against Owner and releases Owner for or on account of any personal injury sustained, or any theft or loss regardless of its nature, including without limitation negligence, gross negligence or willful misconduct.

4. **End of Term of Occupancy Agreement:** If this Agreement is for a specified term, the Agreement shall end as of date specified in the Fundamental Agreement Provisions; and if no date is specified, the last day of the calendar month of the term of the Agreement. Any holdover or continuation of possession of the Space by Occupant shall create a month to month license. Any month to month license shall continue until either Owner or Occupant shall deliver to the other party a notice of termination at least ten (10) days prior to the end of the month. The failure by Occupant to vacate the space before the 1<sup>st</sup> day of the following month shall constitute an automatic renewal of the Agreement for another term of one (1) month. There will be no proration of any monthly Occupancy charge or other payment to be due.

5. **Owner's Rights upon Default; Distress and Lien:** In the event of a default by Occupant of any term of this Agreement, Owner may sue the Occupant to end this Agreement, and may sue Occupant for all unpaid rent, as well as all other damages, losses and/or injuries. In addition, Owner, to the extent permitted by law, shall have (in addition to all other available rights in the event of a default) a right of distress for rent and a lien on the Occupant's vehicle stored in the Space (and any other personal property of Occupant stored in the vehicle and/or Space) as security for all Occupancy charges or other charges due to Owner under this Agreement. In the event Occupant fails to pay any Occupancy Charge or other charges due under this Agreement or in the event of any other default by Occupant under this Agreement, Occupant's vehicle stored in the Space (and any other personal

Occupant Initial Here \_\_\_\_\_ Date \_\_\_\_\_

property of Occupant stored in the vehicle and/or Space) may be sold to satisfy Owner's lien and to pay the Occupancy Charges or other charges due to Owner under this Agreement, in accordance with and upon compliance with the provisions of Pennsylvania law. In the event of any default by Occupant under this Agreement, all moving, storage and/or sales costs associated with the sale of Occupant's vehicle shall be borne by Occupant.

**6. Occupant's Inspection and Acceptance of Space:** Occupant acknowledges that it has inspected the Space and accepts the Space as being in good order and condition and suitable for the storage of Occupant's vehicle. Occupant agrees to pay or reimburse Owner promptly for any repairs necessary to the Space resulting from any damage or misuse by Occupant or its employees or agents.

**7. Access:** Owner shall provide access to the vehicle with 24 hour notice upon such terms as in its discretion Owner deems appropriate. Owner shall notify Occupant of the hours or times of access that will be made available and may, in Owner's sole discretion, require verification of Occupant's identity and signature for access to the Facility of which the Space is a part. Owner reserves the right to limit access to the Space to Occupant or to persons authorized in writing by Occupant to have access to the vehicle.

**8. Entire Agreement:** This Agreement contains the entire agreement between the parties and same cannot be changed, modified or altered except by a written document.

**9. Binding Effect:** This Agreement and the covenants and provisions hereof shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors in interest and assigns. Any rights, powers or authority granted herein to Owner may be exercised by Owner's agent or other representative or agent.

**10. Attorney's Fees and Auction Costs:** If the Occupant breaches this Agreement and Owner commences a lawsuit against the Occupant or sells Occupant's property, Occupant will pay all expenses, court costs and legal fees of Owner. Owner shall not be obligated to pay any expenses, court costs or legal fees of Occupant under any scenario.

**11. Fluid Leaks and Liability:** Occupant agrees that it shall take whatever actions are necessary to prevent fluids from leaking from the automobile(s) that it stores in the Space at the Facility. Notwithstanding the above, if fluids leak from the automobile(s) that Occupant stores at the Facility, then Owner may give Occupant written notice of such leaks and if the condition is not cured within three calendar (3) days of such notice, then this Agreement shall be deemed terminated and Occupant shall remove the automobile(s) from the Facility or Owner may remove the automobiles(s) at Occupant's sole cost and expense. Occupant shall also be liable for any and all costs necessary to clean or abate any conditions at the Facility resulting from such fluid leaks as more fully detailed in the indemnification clause provided below.

**12. Environmental Indemnity and Hold Harmless:** Occupant, for itself and its successors and assigns, shall indemnify, defend and hold harmless Owner, its successors, assigns, owners and affiliates, from and against any and all claims, demands, liabilities and damages (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any environmental contamination or pollution to the Facility or hazardous substance resulting from its storage or automobile(s) at the Facility. The obligation of this section shall survive the expiration or termination of this Agreement.

**13. Due Date for Occupancy Charges Late Charges:** Monthly Occupancy Charges are due on the first (1<sup>st</sup>) day of each month and will be in default if not paid by the Occupant. If a monthly Occupancy Charge is not received by the tenth (10<sup>th</sup>) day of any month, Occupant understands and agrees that Occupant's access to the automobile will be denied until all past due occupancy Charges have been paid. Any monthly Occupancy Charges paid after the tenth (10<sup>th</sup>) day of any month, is

Occupant Initial Here \_\_\_\_\_ Date \_\_\_\_\_

subject to a late charge of fifteen percent (15%) of the amount of the Monthly Occupancy Charge. In the event any check tendered to Owner by Occupant is dishonored by Occupant's bank for any reasons, Occupant agree to pay a Twenty-Five Dollar (\$25.00) fee for the dishonored check as additional rent.

**14. Non-Bailment:** Occupant acknowledges and agrees that this Agreement does not create a bailment and that the relationship between owner and Occupant is only that of lessor and lessee and not that of bailor or bailee. Owner assumes no liability for theft, collision, fire, negligence or damage of any kind except when directly attributable to Owner's own gross negligence and in the event only to the extent of the used car value of the vehicle on the date of storage. Owner assumes no liability for damage or injuries resulting from faulty brakes or other mechanical failure, or from Occupant's failure to set brakes properly, leave car in gear, or to curb wheels. In no event shall liability extend to payment for loss of use of a vehicle or for loss of any articles left in a vehicle.

**15. Insurance:** Owner does not have any obligation to carry insurance on Occupant's automobile(s) or property stored in the Space. **OCCUPANT MUST OBTAIN OR CARRY HIS OR HER OWN SEPARATE COVERAGE FOR EACH AUTOMOBILE AND PERSONAL PROPERTY STORED IN THE FACILITY.** Owner will not be responsible or otherwise liable directly or indirectly for loss or damage to the automobile(s) or property of the Occupant due to any cause, including fire, explosion, theft, vandalism, negligence, wind or water damage, acts of God, or any defect, whether known or subsequently created or discovered in the Space or Facility, or acts or omission of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of owner, its agents or employees. Occupant accepts all risk of damage or loss to any personal property stored within the vehicle. Owner shall also not be liable to Occupant for any damage or loss to any personal property stored within the automobile(s). Occupant represents and certifies to Owner that Occupant's vehicle stored in the Space is covered by the following insurance (set forth in table below). Occupant understands and agrees that insurance coverage for all stored vehicles is a MANDATORY requirement of this Agreement. If any insurance coverage terminates or lapses and is not immediately replaced, Owner may immediately terminate this Agreement; and Occupant shall promptly remove his vehicle from the Facility.

Name of Insurance Carrier	Policy Number	Insurance Agent	Agent's Telephone #

**16. Prohibited Conduct:** Occupant is prohibited from bringing alcoholic beverages of any nature onto the premises or into the Facility. Occupant is also prohibited from bringing pets onto the premises or into the Facility and Occupant is required to remove its trash from the Facility. Occupant is prohibited from using the on-site dumpster. Occupant agrees to observe all posted signs for motor vehicles. Occupant understands and agrees that there is no smoking or carrying any open flames of any nature in or onto the premises or the Facility, and no firearms are permitted in the Facility.

**17. Payment of Occupancy Charges:** Payments of Occupancy Charges may be made by cash, check, money order, or may be charged to Visa or MasterCard accounts. Third party checks will not be accepted.

**18. Governing Laws:** This Agreement and any actions between the parties shall be governed by the laws of the Commonwealth of Pennsylvania; and Occupant hereby agrees that jurisdiction and venue is proper in Bucks County, Pennsylvania, for any litigation which may arise from a breach or alleged breach of this Agreement.

Occupant Initial Here \_\_\_\_\_ Date \_\_\_\_\_

**19. Rules and Regulations:** Occupant agrees to be bound by the Rules and Regulations as posted by the Owner and which may be changed from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated therein.

**20. Security Deposit.** Upon execution of this Agreement, Occupant shall deposit with Owner a security deposit in the amount of \_\_\_\_\_ Dollars to be held by Owner as security for Occupant's satisfactory performance of the terms, covenants and conditions of this Agreement. If Owner uses, applies or retains the whole or any part of the security deposit, Occupant shall replenish the Deposit to its original sum within five (5) days after being notified by the Owner of the amount due. An event of default shall occur if the amount due is not paid within the required time period. In the event Occupant shall fully and faithfully comply with all the terms, covenants and conditions of this Agreement, any part of the security deposit not used or retained by Owner shall be returned to Occupant within forty-five (45) days after the termination date of the Agreement.

**21. Relocation of Space.** Owner shall have the right at any time upon ninety (90) days prior written notice to relocate Occupant's vehicle to a different Space within the Facility.

**22. Prime Lease.** The terms of this Agreement are under and subject to the terms and conditions contained in a certain Lease Agreement by and between Taymar, Inc. and Wrightstown Group, LLC dated \_\_\_\_\_, 2008 for the Facility.

OWNER:  TAYMAR, INC., d/b/a BUCKS COUNTY AUTO STORAGE  By: _____  Date: _____	OCCUPANT:    By: _____  Date: _____
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Occupant Initial Here \_\_\_\_\_ Date \_\_\_\_\_