



# Winter Storage 23'/24'

## WINTER STORAGE AGREEMENT

This Winter Storage Agreement ("Agreement") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Windy City-Fox Motorsports, LLC and its affiliated dealerships ("WCFM") and \_\_\_\_\_ ("Customer").

WINTER STORAGE:

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

- Winter Storage: \$299.00 –\$399 Trikes/sidecars
- Eligible for Thousands \$\$\$ accessory discounts
- Climate controlled storage
- October 1st 2023 through May 1st 2024
- Multi Point Inspection
- Fuel Stabilizer
- Battery Test/Maintenance

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

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: \_\_\_\_\_

Method of Payment - Check \_\_\_\_ Credit card \_\_\_\_ Cash \_\_\_\_

Service Advisor \_\_\_\_\_

Winter storage fee is due at the time of write up.



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In:

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

Out:

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

### TERMS AND CONDITIONS

1. 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.
2. Customer represents and warrants that he/she is the registered owner of the Motorcycle.
3. Customer shall pay the full amount of the Storage Fee, Pick Up Fee, and/or Delivery Fee prior to the Storage Commencement Date.
4. WCFM will determine the area inside the Storage Location where the Motorcycle will be stored. WCFM reserves the right to relocate the Motorcycle to any area inside the Storage Location.
5. During the term of this Agreement, Customer's access to the Motorcycle will be prohibited.
6. Customer acknowledges that he/she accepts the Storage Location in its "as-is" condition and acknowledges that the Storage Location is satisfactory for his/her purposes.
7. WCFM shall 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.
8. Customer represents and warrants that during the entirety of this Agreement, he/she 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. WCFM shall not be obligated to insure the Motorcycle in any event or amount. Customer, for himself/herself and his/her insurers, hereby waives all rights to assert claims for damage to Motorcycle against WCFM and/or to claim coverage under WCFM's insurance policies, except to the extent such damage was directly caused by the intentional or negligent acts of WCFM.
9. Customer acknowledges that Customer is responsible for the condition of the Motorcycle as set forth on the reverse side hereof and WCFM shall have no liability for any dings, scratches, or dents noted on the reverse side hereof.
10. Customer agrees to indemnify and hold harmless WCFM and its members, agents, and employees from all claims for damages to the Motorcycle or personal injury, including reasonable attorney's fees and costs, caused by or arising from the Motorcycle being stored at WCFM, except for damage directly caused by the intentional or negligent acts of WCFM. Notwithstanding anything otherwise contained herein to the contrary, in no event shall WCFM be liable for any indirect, special, or consequential damages of any kind.
11. 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.
12. 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 and/or any fees incurred for service work performed by WCFM. Customer shall be assessed a Ninety Nine Dollar (\$99.00) fee 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 the right to assert a lien on the Motorcycle and to prosecute such lien in accordance with Illinois law.
13. This Agreement shall not be transferred, subleased, or assigned.



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14. This Agreement shall be governed by the laws of the State of Illinois.