

APPLETON'S INCORPORATED

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MOTORCYCLE STORAGE SPACE MONTHLY AGREEMENT

This storage agreement made and entered into this the ____ day of _____, 20____, by and between Appleton's Incorporated (hereinafter, "APPLETON"), and _____ (hereinafter, "OWNER"). In consideration of the obligation of OWNER to pay rent and perform the other terms, covenants and conditions of this rental agreement (hereinafter, the "Agreement"), APPLETON hereby leases to OWNER space number _____ (hereinafter, the "Storage Space") for the storage of OWNER's MOTORCYCLE, described below (hereinafter, the "MOTORCYCLE"), on the property of APPLETON (hereinafter, the "Premises") for the rental agreed upon of Fifty Dollars (\$50.00) per month payable in advance on the first day of each month which must be paid by credit or debit card. The first three (3) months shall be paid at the commencement of this Agreement. It is understood and agreed that APPLETON does not prorate on move-outs. OWNER shall receive a discount of Ten Dollars (\$10.00) per month for any rental term longer than nine (9) consecutive months beginning with the payment for the tenth (10th) month.

Services Provided by APPLETON: APPLETON shall provide to OWNER: (1) room temperature storage of OWNER's MOTORCYCLE; (2) an alarmed building with full time video surveillance of the Premises; (3) MOTORCYCLE tender running connection on tender provided by OWNER; There will be a one-time \$10 fee for electricity with the tender; (4) free MOTORCYCLE wash for every three (3) months of consecutive rental; and, (5) routine maintenance of MOTORCYCLE pursuant to OWNER's written instructions to APPLETON which shall be charged to OWNER's credit card or debit card.

Further, if applicable, APPLETON shall abide by the terms and conditions of any Consignment Agreement entered into with OWNER.

Access to Storage Space: OWNER shall be entitled to accompany APPLETON's agent to the Storage Space to remove and to store MOTORCYCLE. During the term of this Agreement, OWNER shall return OWNER's MOTORCYCLE not later than fifteen (15) minutes prior to normal closing hours for APPLETON's store which shall be conspicuously posted around the Premises. No one other than OWNER shall be allowed to remove the MOTORCYCLE. Only employees of APPLETON shall be entitled to perform any work of any nature to OWNER's MOTORCYCLE while on the Premises.

Cleanliness of MOTORCYCLE: OWNER shall present and return the MOTORCYCLE to APPLETON for storage in a visibly clean condition to prevent any damage. In the event MOTORCYCLE is presented or returned and must be cleaned by APPLETON prior to storage, then OWNER's credit card or debit card shall be charged ____ for cleaning.

Insurance & Indemnity: OWNER must maintain full coverage insurance on the MOTORCYCLE during storage. APPLETON shall not be liable to OWNER or any other person for any loss, injury or damage to the MOTORCYCLE, or its contents, while in storage on the Premises from any cause whatsoever including, without limitation, any acts of negligence or burglary. **OWNER acknowledges that APPLETON is not responsible for, and will not provide, fire or casualty insurance for OWNER's MOTORCYCLE.** OWNER does hereby indemnify and hold harmless APPLETON from any and all liability, claims and demands for damage to the MOTORCYCLE or its contents. APPLETON will return the MOTORCYCLE in the same condition received (excluding any work performed at request of OWNER) and will not be responsible for non-storage related concerns or the runability or drivability of any MOTORCYCLE that was in storage with it.

OWNER Initials

Late Fees: Rent is due the first of each and every month until the termination of the lease by the OWNER and/or APPLETON. For each month that the rent for said Storage Space is more than five (5) days late, then a late fee of Ten Dollars (\$10.00) per month will be assessed to OWNER. **Further, OWNER shall be locked out of said Storage Space on the sixth (6th) day following failure to timely pay rent until all past due rent, late fees and services charges, if any, are paid.**

Credit Card. OWNER acknowledges that OWNER has provided OWNER's credit or debit card account information to APPLETON. OWNER understands that OWNER will incur fees and charges as a result of OWNER's leasing of Storage Space and other services offered by APPLETON. By giving APPLETON OWNER's credit or debit card account information, OWNER authorizes APPLETON to apply this method of payment at any time, in accordance with applicable law, to satisfy any and all amounts due. OWNER further acknowledges that OWNER is required to maintain current credit or debit card information with APPLETON and agrees to notify APPLETON whenever there is a change in such information, such as a change in the card number or the expiration date.

Governing Law and Consent to Jurisdiction. OWNER and APPLETON agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee. OWNER agrees that the exclusive jurisdiction for any dispute arising out of this Agreement shall be in the courts of Montgomery County, Tennessee.

Default: If OWNER defaults in the payment of rent and/or late fees and/or service fees under this Agreement for a period in excess of sixty (60) days, then APPLETON may enforce APPLETON's lien on said personal property as follows:

- a. **OWNER shall be notified in writing at the address provided herein by hand delivery, by verified mail, or by electronic mail to the OWNER's last known address;**
- b. **Said notice shall include:**
 - (1) **An itemized statement of APPLETON's claim showing the sum due at the time of the notice and the date when the sum became due;**
 - (2) **A demand for payment of the sum due within a specified time not less than thirty (30) days after the date of the notice and a statement of the approximate additional expenses which may be incurred between the date of the notice and the date of the sale;**
 - (3) **A statement that the OWNER's MOTORCYCLE is subject to APPLETON's lien;**
 - (4) **If APPLETON elects to deny OWNER access to the Storage Space or elects to enter and/or remove OWNER's MOTORCYCLE from the Storage Space to other suitable storage space, a statement so advising OWNER shall be included in the notice;**
 - (5) **The name, street address and telephone number of APPLETON or designated agent whom OWNER may contact to respond to the notice; and,**
 - (6) **A conspicuous statement that unless the claim is paid within the time stated, the MOTORCYCLE will be advertised for sale or will be otherwise disposed of at a specified time and place, not sooner than sixty (60) days after default.**
 - (7) **APPLETON shall contact the appropriate division in such manner as the division prescribes for the purposes of determining the existence and identity of any lienholder and the name and address of the owner of the MOTORCYCLE, as shown in the records of the division. Within ten (10) days of receipt of such information concerning any lienholder and the owner of such MOTORCYCLE, as shown in the division's records, APPLETON shall send a written notice to any such lienholder and to the owner, if such owner is not the OWNER, by verified mail, stating that:**
 - (i) **Such MOTORCYCLE is being held by APPLETON;**

- (ii) A lien has attached pursuant to Tenn. Code Ann. § 66-31-101 et seq.; and,
 - (iii) Payment shall be made within thirty (30) days after notification to satisfy the lien. The MOTORCYCLE owner or lienholder may pay the balance owed and take possession of the MOTORCYCLE. If the owner or lienholder does not satisfy the lien, APPLETON may sell the MOTORCYCLE in any manner, including but not limited to, public auction.
- c. If the MOTORCYCLE is advertised for sale and the sale is not consummated, APPLETON shall give written notice to OWNER of other disposition of the MOTORCYCLE;
- d. After expiration of the time stated in the notice and if the MOTORCYCLE has not otherwise been disposed, APPLETON shall advertise the sale of the MOTORCYCLE. Such advertisement of sale shall include, but not be limited to, the publishing one (1) time before the date of the sale of the MOTORCYCLE in a newspaper of general circulation which serves Clarksville (Montgomery County), Tennessee. Both APPLETON and OWNER agree that publication in the Clarksville Leaf-Chronicle is sufficient for said advertisement. The advertisement shall include:
 - (1) A statement that the OWNER's MOTORCYCLE shall be sold to satisfy APPLETON's lien;
 - (2) The address of APPLETON's storage facility and the number or other description, if any, of the Storage Space where the MOTORCYCLE is located and the name of the OWNER; and,
 - (3) The time, place, and manner of the sale.
- e. Before any sale or other disposition of the MOTORCYCLE pursuant to this section, OWNER may pay the amount necessary to satisfy APPLETON's lien and the reasonable expenses incurred and thereby redeem the MOTORCYCLE. Upon the payment and satisfaction of the amount necessary to satisfy the lien, APPLETON shall return the MOTORCYCLE and thereafter the APPLETON shall have no liability to any person with respect to such MOTORCYCLE.
- f. In the event of a sale under this section, APPLETON may satisfy APPLETON's lien and the expenses of such sale from the proceeds of the sale but shall hold the balance, if any, for delivery on demand to OWNER. If OWNER does not claim the balance of the proceeds within one (1) year of the date of the sale, such balance shall be deemed to be abandoned, and APPLETON shall pay such balance to the state treasurer who shall receive, hold and dispose of same in accordance with the provisions of the Uniform Disposition of Unclaimed Property Act.
- g. APPLETON's liability arising from the sale is limited to the net proceeds received from the sale of the MOTORCYCLE.

Notice: Any notice required under the terms of this Agreement shall be made to APPLETON at the address above and to OWNER at the address listed by OWNER below the signature on this Agreement. OWNER shall notify APPLETON in writing of any change of address. OWNER may also provide APPLETON with an electronic mailing address which APPLETON may, but is not required, to use to provide OWNER with notice. In the event that OWNER does provide APPLETON with an electronic mail address, then OWNER understands that all such electronic messages shall be unencrypted.

Cancellation: APPLETON shall have the right to terminate this Agreement for any reason by giving thirty (30) days advance written notice to OWNER of such termination. OWNER shall have the right to terminate this Agreement for any reason by giving thirty (30) days advance written notice to APPLETON of such termination.

Relationship of Parties (Assignment & Subletting): It is understood and agreed upon by the parties hereto that no provision of this Agreement or any act of the parties hereto shall be deemed to create any bailment or any relationship of Lessor and Lessee. This Agreement shall in no event be construed as a conveyance by APPLETON of any estate in the land, and OWNER shall have no right to assign this Agreement or to sublet the Storage Space.

Consignment. OWNER may choose to sell OWNER's MOTORCYCLE during the term of this Agreement with the assistance of APPLETON. In such an event, OWNER shall enter into a separate, written Consignment Agreement with APPLETON which shall govern as to all things therein pertinent to the sale, but all things relative to the storage of the MOTORCYCLE shall be provided under the terms of this Agreement. In the event OWNER's MOTORCYCLE is sold pursuant to any such Consignment Agreement, then OWNER agrees to pay for all rent and other applicable service charges incurred under the terms of this Agreement.

Successors & Assigns: This Agreement shall be binding upon and inure to the benefit of the APPLETON and OWNER and their respective heirs, executors, administrators, legal representatives, successors and assigns. If any term or provision of this Agreement to the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Attorney's Fees and Costs: In the event the APPLETON shall employ an attorney for the purpose of defending or enforcing any provision of this Agreement or regaining possession of the property upon default by the OWNER, OWNER agrees to pay reasonable costs of same to the APPLETON, including attorney's fees and court costs. In the event of the entry of a judgment against OWNER in favor of APPLETON arising out of this Agreement, then OWNER agrees that such judgment shall accrue interest at the rate of eighteen percent (18%) per annum.

Notice of Lienholder: OWNER agrees to notify APPLETON of the name, address and telephone number of any lienholder with an interest in the MOTORCYCLE stored in the Storage Space at the commencement of this Agreement.

- (1) I hereby swear or affirm that the MOTORCYCLE to be stored in the Storage Space is not encumbered by any lienholder.

OWNER Initials

- (2) I hereby swear or affirm that the MOTORCYCLE stored in the Storage Space is encumbered as noted below:

Identity of Lienholder

Name: _____

Street Address: _____

City/State/Zip Code: _____

Account Number: _____

Telephone Number: _____

OWNER Initials

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and place written first herein.

Appleton's Incorporated

By: _____

[OWNER Name]
OWNER

All notices to be given to the OWNER shall be sent to:

City/State/Zip Code: _____

Telephone Number (work) _____ (cell) _____
(home) _____

Electronic Mail Address: _____

OWNER's MOTORCYCLE Information:

Year: _____

Make: _____

Model: _____

Color: _____

Vehicle Identification Number: _____

OWNER's CREDIT CARD INFORMATION:

Type of Card (circle one): VISA / MasterCard / American Express / Discover

Name on Card: _____

Card Number: _____

CID: _____ [Last 3 digits on back of card, or 4 digits above card number for American Express]

Expiration Date (MM/YY): _____

Amount of Initial Payment: \$ _____

Amount of Monthly Recurring Payment: \$ _____

Billing Address Zip Code: _____