

HARLEY-DAVIDSON OF MADISON

Storage Agreement

This Agreement is entered into by and between
RDV of Madison, Inc. ("RDV") and _____ ("Owner").
Print Owner Name

Use:

Owner agrees to use the storage space only for the storage of property wholly owned by Owner and acceptable by RDV. RDV shall not be liable for Owner's property or upon which a prior lien has attached.

Insurance:

Owner, at Owner's expense, shall maintain insurance against loss or damage to its stored personal property in an amount at least equal to the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Owner and RDV. Failure to carry the required insurance is a breach of this agreement and Owner assumes all risk of loss to stored property that would be covered by such insurance.

Release of RDV Liability for Property Damage:

All personal property stored within or upon the storage space by Owner shall be at Owner's sole risk. RDV agents and employees shall not be liable for any loss of or damages to any personal property in the storage space or at the self-storage facility arising from any cause whatsoever.

Release of RDV's Liability for Bodily Injury:

RDV's agents and employees shall not be liable to Owner for injury or death as a result of Owner's use of the storage space or the self-storage facility.

Indemnity:

Owner agrees to indemnify, hold harmless and defend RDV from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Owner's use of the storage space.

No Warranties:

No expressed or implied warranties are given by RDV, RDV's agents or employees as to the suitability of the storage space for Owner's intended use. RDV hereby disclaims and Owner hereby waives any implied warranties of suitability or fitness for a particular use.

No Oral Agreements:

This Storage Agreement contains the entire agreement between RDV and Owner, and no oral agreements shall be of any effect whatsoever. Owner agrees that Owner is not relying, and will not rely, upon any oral representation made by RDV or by RDV's agents or employees purporting to modify or add to or subtract from this Storage Agreement. Owner understands and agrees that this agreement may be modified only in writing, signed by both parties hereto.

Waiver of Subrogation Rights:

Owner hereby releases RDV, its elected and appointed officers, directors, employees and volunteers and others working on behalf of RDV from any and all liability or responsibility to Owner or anyone claiming through or under Owner by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of RDV, its elected or appointed officers, directors, employees or volunteers or others working on behalf of RDV. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of Owner's storage of property under this Agreement, and Owner's policies of insurance shall contain a clause or endorsement to the effect that such waiver and release shall not adversely affect or impair such policies or prejudice the right of Owner to recover thereunder. Owner agrees that its policies will include such a clause or endorsement.

Enforcement:

If any part of the Storage Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances and that all the remaining parts of this agreement will be valid and enforceable.

Bailor's (Owner) Signature

Date