



## Valet Storage Service Terms and Conditions

### 1. Term

Belle Tire will store the referenced customer property (the "Property") at 1000 Enterprise Drive, Allen Park, MI 48101. The six (6) month storage term ranges from fall to spring and/or spring to fall as follows:

|               |                         |
|---------------|-------------------------|
| <b>Winter</b> | <b>November – April</b> |
| <b>Summer</b> | <b>May - October</b>    |

### 2. Services

Customer agrees to pay \$80.00 for storage until the end of the term, and includes the following services:

- a. Thorough inspection of property upon receipt at Belle Tire distribution center
- b. Complete cleaning of tires and wheels
- c. Bar code tagging and bagging of property
- d. Storage in climate controlled facility for up to six (6) months

Upon receipt of payment at our retail service center, Belle Tire will issue a receipt stating the name of the Customer, the amount and term paid, and the property to be stored.

### 3. Conditions and Renewal

At least 15 days prior to the end of the storage period, Belle Tire will attempt to contact the Customer to establish an appointment to install the Property at one of Belle Tire's conveniently located retail service centers, or request an extension of this Terms and Conditions. If, by the end of the existing term, the Customer fails to either (1) establish an appointment to install the Property or (2) otherwise arrange for the Property to be removed from storage, this Terms and Conditions will automatically renew for an additional 60-day term. The Customer shall pay Belle Tire a \$30.00 fee for storage during the additional 60-day term with payment due on the first day of the additional term.

To secure the payment of the storage fee under the Terms and Conditions, the Customer grants Belle Tire a security interest in the Property. If the Customer fails to pay the storage fee within 60 days of the due date, the Customer will be in default and Belle Tire shall be entitled to exercise the rights and remedies available to a secured party under the Uniform Commercial Code, including its right to sell the Property in a commercially reasonable sale.



#### **4. Ownership**

The Customer represents and warrants to Belle Tire that: (a) the Customer is the lawful owner of the Property, with the full legal right and authority to enter into transactions completed hereby and to sell, transfer and convey the Property; (b) the Property is free of all liens, encumbrances, and liabilities whatsoever, and is free and clear of any lawful/adverse claims of any person whomsoever; and (c) the information disclosed herein is true and correct in all material aspects.

#### **5. Termination**

The Customer can terminate the Terms and Conditions by contacting Belle Tire and requesting their Property be removed from storage at any time prior to the spring term or winter term end date. Belle Tire will transport the Property to the retail service center of the Customer's choosing within 48 hours during normal business hours. The Customer shall not be entitled to a refund of any portion of the \$80.00 fee for storage upon the conclusion of the Terms and Conditions by the Customer.

#### **6. Security and Liability**

Belle Tire will make every effort to secure and protect the Property. While the Property is in the care of Belle Tire, Belle Tire will repair or replace the Property in the unfortunate event that the Property becomes damaged or lost. Belle Tire will notify the Customer in such a circumstance and take reasonable steps to remedy the situation.