



VEHICLE STORAGE LICENSE AGREEMENT  
BASIC VEHICLE STORAGE LICENSE INFORMATION

Date License Is Entered Into: \_\_\_\_\_

Licensor: AUTOMANSION, INC.

Licensor Address, Etc.: 19861 Nordhoff Street

Northridge, California 91324

Licensor Contact Person: Edwin Silvera

Telephone No.: (818) 341-1930

Fax No.: (818) 341-1931

Licensee: \_\_\_\_\_

Licensee Address, Etc.: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_

Licensee Contact Person(s): \_\_\_\_\_

Primary: Vehicle Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

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

Secondary: Vehicle Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

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

Storage Space #: \_\_\_\_\_

For each additional vehicle, attach a separate Information Sheet

Initial Term; Beginning Date: \_\_\_\_\_

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

Rate (See Attachment "A") \$ \_\_\_\_\_ per month

Initial Term Monthly Storage Fee: \$ \_\_\_\_\_

Security Fee (One Month's Fee) \$ \_\_\_\_\_

Amount Paid On Signing: \$ \_\_\_\_\_

Payment Method: Cash \_\_\_ Check No. \_\_\_ Credit Card \_\_\_

Credit Card Type (Visa, MasterCard, AmEx or Discovery):

No: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_

Name As It Appears on Card:

Signature: \_\_\_\_\_

For Automansion, Inc.: \_\_\_\_\_



## TERMS AND CONDITIONS

THIS VEHICLE STORAGE LICENSE (this "License") is entered into on the following terms and conditions. The Basic Vehicle Storage License Information set forth above is incorporated herein by this reference; in the event of any conflict between the Basic Vehicle Storage License Information and these terms and conditions, the Basic Vehicle Storage License Information shall govern.

1. Grant of License. Licensor hereby grants to Licensee, a License for the storage of Licensee's Vehicle(s) in reserved vehicle storage space(s) designated by Licensor and located on the premises of Automansion, Inc. , 19861 Nordhoff Street, Northridge, California 91324 (the "Premises"), on the terms and conditions set forth herein.

2. Term. Unless earlier terminated sooner as hereinafter provided, the License hereby granted shall be for the Initial Term, which shall be a period of not less than thirty (30) days. If the Initial Term begins on a day that is other than the first day of a month, the minimum Initial Term shall be for a period beginning on such first day and ending on the day that is at least thirty (30) days after the last day of the month in which the Initial Term begins. Thereafter, unless this License is terminated as provide a in Paragraph 3 hereof, if Licensee gives written notice to Licensor thirty (30) days prior to the expiration of the Initial Term that Licensee desires to continue the License, then the License shall continue on a month-to-month basis, unless otherwise agreed by Licensor and Licensee in writing.

### 3. Termination.

3.1 Unless this License is earlier terminated for non-payment of Storage Fees as provided in Paragraph 4 hereof, or for breaches of this License as provided in Paragraph 3.2 hereof, this License may be terminated, as to the License for all or any of the Vehicles(s), at any time upon no less than (1) month's advance written notice given by either party to the other.

3.2 If, at any time, Licensee is in breach of any of the terms and conditions of this License, other than Paragraph 4 hereof, then upon written notice of such breach by Licensor to Licensee, and without any further action on the part of Licensor, this License and the License granted hereunder shall immediately and automatically terminate, and Licensee shall be responsible for all loss, liability and/or damages, including Licensor's reasonable attorneys fees and cost, suffered or incurred by Licensor arising out of Licensee's breach.

3.3 Licensor shall have all remedies under the law and in equity available to Licensor on account to Licensee's breach of any provision of this License.

3.4 Upon termination of this License for any reason, Licensee shall promptly remove its Vehicles (s) from the Premises.

### 4. Storage Fee.

4.1 The monthly storage fee for each Vehicle during the Initial Term shall be the amount set forth above (the "Storage Fee"), except as may be modified from time to time pursuant to paragraph 4.3.

4.2 Storage Fees for the first month of the Initial Term and a security deposit equal to the Storage Fee for such first month shall be due and payable upon execution of this License. Licensee agrees that Licensor holds the security deposit as security for any breach by Licensee of the Licensee's obligation under this License. If, upon expiration of this License, Licensee is not in default hereunder, Licensor shall refund the unused portion of such security deposit to Licensor, without interest. Storage Fees for the second through final month of the Initial Term and for each month following expiration of the Initial Term shall: (a) be paid by duly authorizing Licensor to charge Licensee's credit card or (b) be invoiced in advance and, whether or not such invoice has been sent, shall be due and payable in advance, on or before the first day of the month for which Storage Fees are due.



4.3 After the Initial Term of the License or, if shorter, the first thirty (30) days of storage, whichever is greater, the monthly Storage Fee for each Vehicle shall be subject to change by Licensor from time to time, upon Licensor providing not less than thirty (30) days advance written notice thereof to Licensee.

4.4 Licensee shall pay all taxes, if any, imposed by any governmental authority in connection with the Storage Fee and the license of each vehicle storage space, which taxes shall be separately indicated on each invoice.

4.5 If all Storage Fees then due and payable under this License have not been paid in full by the fifth (5th) day of the month then, without any notice from Licensor to Licensee and without any further action on the part of Licensor, this License shall terminate, all rights of Licensee to store any of the Vehicle(s) on the Premises shall immediately cease and Licensee shall be responsible for Storage Fees to the date of such termination or, if later, the date all Vehicles(s) are removed from the Premises.

4.6 If requested to so by Licensor, Licensee shall agree in advance that its credit card, issued by a company acceptable to Licensor, may be charged for Storage Fees.

5. Licensor's Reservation of Rights. Licensor specifically reserves the right to change the location, size, configuration, design, layout, and all other aspects of the Premises and the location of the licensed storage spaces, including the discontinuance of any related services from time to time made available for Licensee's convenience.

6. Compliance with Licensor's Rules and Regulation; Compliance With Laws; Insurance.

6.1 The grant of this License is conditioned on Licensee abiding by all rules and regulations as may be promulgated by Licensor from time to time for the orderly storage of vehicles at the Premises and the operation and use of the Premises. The current rules and regulations are attached hereto.

6.2 Licensee agrees that so long as its Vehicle(s) is a(are) located on the Premises, Licensee shall comply with all applicable laws and regulations governing the ownership and storage of the Vehicle(s), including any laws or regulations governing hazardous waste and environmental matters.

6.3 So long as any Vehicle is stored on the Premises, during the Term, Licensee shall maintain customary liability, casualty and loss insurance for its Vehicle(s), and provide Licensor with evidence of such insurance coverage. If available, Licensor shall be named an additional insured under such insurance coverage during the Term and shall furnish Licensor with a copy of an insurance certificate with respect thereto.

7. Limitation on License of Storage Spaces. The storage spaces licensed to Licensee hereunder are for use solely by Licensee for storage of the Vehicle(s) only. This License may not be transferred, assigned, sublicensed, or otherwise alienated by Licensee without Licensor's prior written consent, which consent may be given or denied in Licensor's sole and absolute discretion.

8. Access to Storage Spaces. Access to the vehicle storage space(s) licensed to Licensee hereunder shall be limited solely to Licensor's normal hours of operation (9 a.m. to 5 p.m./seven (7) days a week) which are subject to change from time to time. The delivery, removal and return of Vehicle(s) by Licensee to and from the storage space(s) shall occur following advance arrangement with the Supervisor of the storage area. Unless otherwise directed by Licensor, movement of the Vehicles within the Premises shall be done solely by Licensor or by a person designated by Licensor. Licensor reserves the right without notice, to make rules and regulations for access to and removal of Vehicle(s). Licensees paying Schedule 1 storage fees shall provide not less than forty-eight (48) business hours advance request to the Supervisor of the Storage Area requesting vehicle access, and/or scheduling the return of the Vehicle to the storage area, and Licensees paying Schedule 2 storage fees shall provide not less than four (4) business hours advance request for such access and/or return of the Vehicle.



9. Car Condition and Car Cover. Each Vehicle stored in the storage spaces pursuant to the license granted hereunder shall at all times be maintained in a neat and clean condition, free of any major fluid leaks. Car covers are strongly recommended. For purposes of storage, Licensee shall maintain gasoline level at one-quarter (1/4) tank, or less.

10. No Care, Maintenance or Supervision of Vehicles. Licensee acknowledges and agrees that except as specifically provided in his License, Licensor has no duty with respect to the care, maintenance or supervision of any Vehicle while stored in a storage space licensed to Licensee hereunder. Licensee agrees not to repair or otherwise do mechanical work to any Vehicle(s) located on the Premises.

11. Waivers, Indemnification and Hold Harmless. Licensee acknowledges and agrees that Licensor shall not be responsible for any damages, costs or expenses related to any injury to any person or any loss, damage to or destruction of any Vehicle or other property which occurs anywhere on the Premises. Licensee hereby waives any claim it may have in the future against Licensor or its, directors, officers, shareholders, managers, agents, employees, attorneys, affiliates, successors and assigns for any injury to any person or any loss, damage to or destruction of any Vehicle or other property occurring anywhere on the Premises or in any way related to the storage of any Vehicle in a storage space licensed to Licensee hereunder. In the event any person makes a claim against Licensor as a result of any occurrence involving Licensee, any Vehicle or other property belonging to Licensee or any other person while located anywhere in on the Premises, or in any way related to the storage of any Vehicle in a storage space licensed to Licensee hereunder, then, and in such case, Licensee shall defend, indemnify and hold harmless Licensor and its directors, officers, shareholders, managers, agents, employees, attorneys, affiliates, successors and assigns, from and against any claim, liability, loss, cost, expense, damage, or charge of any type or nature whatsoever, including attorney's fees and costs, which arise, result from or relate to any occurrence involving Licensee, or its agents, representatives, employees or independent contractors, any Vehicle or other property belonging to Licensee or any other person while located anywhere on the Premises, or in any way related to storage of any Vehicle in a storage space licensed to Licensee hereunder, Licensee's obligations under this License shall survive the termination of this License, regardless of the reason for such termination.

12. No Waiver. No waiver by Licensor of the default or breach of any term, covenant or a condition hereof by Licensee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent default or breach by Licensee of the same or any other term, covenant or condition hereof.

13. Representations and Warranties of Licensee. Licensee hereby represents an warrants to Licensor that Licensee is the holder of record title to, or legally in possession of, each Vehicle and has the full and exclusive right to enter into this License and to perform its terms without the consent of any third party.

14. Further Acts. The parties to this License, from time to time, shall do and perform such other and further acts, and execute and deliver any and all such other and further instruments as may be required by law or reasonably requested by the other to establish, maintain and/or protect the respective rights and remedies of the other, and to carry out and effect the intentions an purposes of this License.

15. Notice. Any notice, request, demand, instruction or other communication given hereunder by any party must be in writing and will be validity and timely given or made to another party if (a) served personally, (b) deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested, (c) delivered by Federal Express or other overnight courier, or (d) sent by telecopier, to each of the parties as set forth below:



To Licensor:  
Automansion, Inc.  
Attention: Eric Breslow  
19861 Nordoff Street  
Northridge, California 91324  
Tel.: (818) 341-1930  
Fax: (818) 341-1931

To Licensee: At the address and fax number contained in the  
Basic Vehicle Storage License Information.

If such notice is served personally, such notice will be deemed to be given at the time of such personal service, If notice is served by mail, such notice will be deemed to be given two days after the deposit of it in any United States Mail post office box. If Federal Express or other overnight courier delivers such notice, such notice will be deemed to have been given on the next business day following the receipt of such notice to be delivered by Federal Express or such other overnight courier. If such notice is provided by facsimile ("fax") transmission, such notice will be deemed to be given at the time such notice is sent, provided that an additional copy of such notice is sent the same day by another acceptable means of giving notice under this Paragraph 15. Any person entitle to receive notice under this License may change the address or telecopier number to which such notice may be sent, by giving notice thereof pursuant to this Paragraph 15.

16. Binding Effect. This License and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, employees, assignees, distributes, legal representatives and successors.

17. Amendment. This License may be modified, altered and amended from time to time by the mutual written agreement of the parties, but not otherwise.

18. Applicable Law. This License shall be construed in accordance with, and the laws of the State of California shall govern its performance.

19. Entire Agreement. This License supersedes any and all other Licenses, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this License acknowledges that no representations, inducements, promises, or agreements, made orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this License shall be valid or binding.

20. Severability. In case one or more of the provisions contained in this License shall for any reason be held to be valid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this License shall construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. Headings. The headings of the Sections and Paragraphs contained in this License are inserted for convenience only and shall not constitute a part hereof.

22. Counterpart Execution. This License may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of a signed counterpart by telephone facsimile transmission shall be effective as delivery of a manually signed counterparty of this License.



23. Attorney's Fees. In the event of any dispute regarding a party's rights or obligations under this Agreement, or in the event of a breach of this Agreement by one party, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

"LICENSOR"  
AUTOMANSION, INC.  
A California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

"LICENSEE"  
\_\_\_\_\_

ATTACHMENT "A"

STORAGE RATES AND OTHER SERVICES

SCHEDULE 1: ONE HUNDRED FIFTY DOLLARS (\$150.00) per month, per vehicle, with a forty-eight (48) hour advance request requirement for access to the stored Vehicles(s), and/or to return the Vehicle(s) to the Premises, seven (7) days per week. At Licensee's request, battery tendering will be provided by Licensor at Licensee's sole risk, and for which Licensee shall not be liable for any damage or loss of any kind whatsoever.

SCHEDULE 2: TWO HUNDRED FIFTY DOLLARS (\$250.00) per month with a four (4) business hour advance request requirement for access to the stored vehicles, and/or to return the Vehicle(s) to the Premises, seven (7) days per week. At Licensee's request, battery tendering and tire pressure monitoring and maintenance, as requested by Licensee, will be provided by Licensor at Licensee's sole risk, and for which Licensor shall not be liable for any damage or loss of any kind whatsoever.

DETAILING SERVICE

Detailing services may be provided by Licensor for an additional fee; which services shall be provided by an independent contractor of Licensor's choice. Utilization of such detailing services shall not create or impose any responsibility or liability to Licensor in connection with the provision of such services.