

**BRIGADOON WINTER CART STORAGE: AVAILABLE NOV 2ND– APRIL 30**

**This Contract of Storage is made and entered into on the dates indicated below, by and between:**

**Name of Owner:** \_\_\_\_\_

**Address of Owner:** \_\_\_\_\_

**City, State, ZIP:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**And:**

**Brigadoon, 1818 Research Drive, Fort Wayne Indiana 46808**

Owner places with Brigadoon, and Brigadoon agrees to hold for safekeeping, the following described Property of Owner (the "Property"):

Make:

Model:

Year:

Color:

Serial Number:

Thank you for choosing Brigadoon for your golf cart storage needs. Payment is due at the time you drop off your cart to our warehouse for storage. Your golf cart cannot be stored until payment and contract is complete. All prices and fees are non-refundable and non-negotiable.

Please complete the Estimated Pick-Up Date (Month AND Day, ex: "04/15" or "April/15"). This helps us to make sure your cart is staged for quick pick-up. Without this, your return may be delayed. Pick-up days are Monday-Friday 9am – 4pm. Electric golf cart owners, your battery charger needs to come with your cart so we can charge your cart prior to pick-up. We will leave your charger in the bag well under the rear seat (if equipped) while in storage at our Property. If you need to keep your golf cart in storage beyond your estimated return date, please contact us as soon as possible at 260.434.2446.

### **Before You Bring Your Cart for Storage:**

**Golf Carts must arrive in working condition. Please remove all loose items that are not permanently attached to the golf cart. If your cart has a flip down windshield, make sure it's flipped down during transport. Remove storage covers and remove enclosures before you transport your cart. If you are within 15 miles of Fort Wayne, we can provide and return service for a \$50 fee.**

We visually inspect and take photos of any damage such as broken mirrors, rips and stains in seats, broken lights, dry rotting, under-inflated and flat tires, scratches, dents, and other mechanical and cosmetic issues. We'll record the year, make, model, serial number.

If you own a Club Car, we do not need your ignition key unless it is uncommon or unique. Ideally, **gas carts should have a full, fresh tank of fuel with fuel treatment added prior to delivery. Electric carts should be delivered to us fully charged with proper water level in the batteries.**

**ALL Electric carts MUST have a charger stored with it.**

We disconnect your batteries while in storage in our heated, secured facility.

### **Requirements for Storage:**

- No keys for Club Cars (unless you have special keys)
- Provide keys for all other makes
- Please remove all loose objects
- Remove storage covers prior to transport (you can bring it with you if you'd like to keep your cart covered while in storage).
- Remove enclosures prior to transport
- Include your charger (electric carts)
- **Charge batteries and check water level at least 1 day before your cart goes into storage (electric carts)**

### **Storage Pricing (per golf cart):**

Our pricing is based on a standard length 2 and 4-seat golf car, **3 month minimum storage time.**

- \$60/mo – heated with security - Standard Carts: 2 and 4 passengers (2 forward + 2 rear facing seats) standard wheel base
- \$80/mo – heated with security - Limo Carts: 6 passengers (4 forward + 2 rear facing seats) long wheel base.

### **What's Included:**

- Spring battery charge
- Spring Tire pressure check (inflated to sidewall rating)

**Payment Methods:**

- Cash
- Checks (made payable to Brigadoon)
- Major credit cards

1. Term of Agreement. This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2020, and shall terminate on or about the \_\_\_\_ day of \_\_\_\_\_, 2021.
2. Delivery and Acceptance. The Owner understands and agrees that delivery of the Property to Brigadoon will be in an "AS IS" condition, and that the Property will be returned by Brigadoon to Owner in an "AS IS" condition, without liability on the part of Brigadoon.
3. Duties of Brigadoon. Brigadoon agrees to exercise due care for the safekeeping of the Property while in storage on Brigadoon business premises. Brigadoon assumes no liability for loss or damage to the Property during the term of this Agreement. Owner will indemnify and hold Brigadoon harmless as to any liability.
4. Limited liability of Brigadoon. Owner agrees and understands that this Agreement is for the storage of Owner's Property. Owner agrees and understands that Brigadoon assumes no liability for theft, loss of fuel, collision, fire, or damage of any kind whatsoever, nor shall Brigadoon have any responsibility for injury to Owner or Owner's representatives or agents during the term of this Agreement.
5. In the event that, notwithstanding the above provisions, liability is attributed to Owner pursuant to the storage of the Property pursuant to this Agreement, the limit of the liability of Brigadoon shall be the amount of the compensation paid by Owner to Brigadoon for the storage of Owner's Property.
6. Release of Property. Brigadoon will release the Property to Owner or any person designated by Owner, but in return, Brigadoon shall have no responsibility for the Property once it is transferred to the Owner or Owner's authorized agent.
7. Default. In the event any Party to this Agreement is in default of the same, then the other non-defaulting Party shall be entitled to all remedies allowed by the laws of the State of Indiana. If one Party commences a lawsuit against the other in relation to this storage contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to any other sums that either Party may be called on to pay, a reasonable sum for such successful Party's attorney's fees and related legal expenses.
8. Risk of Loss. Risk of loss shall remain with Owner throughout the term of this Agreement, and Brigadoon shall assume no risk of loss whatsoever.
9. Complete Agreement, Modifications, Severability, and Waiver. This Agreement and any release document utilized by Brigadoon shall constitute a complete statement of the rights and responsibilities of the Parties, and supersedes any prior negotiations, agreements or understandings, whether written or oral, that may have been made or

entered into with regard to the Services to be provided hereunder. If any conflict exists between this Agreement and any prior agreement between the Parties or between this Agreement and any terms and conditions or purchase or sale hereafter used by the Parties, this Agreement shall prevail. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of the Parties. The provisions of this Agreement are severable; if any provision is unenforceable, the remaining provisions will remain in effect. Failure to enforce any provision of this Agreement shall neither be deemed a waiver of such provision nor deemed a waiver of future enforcement of that or any other provision.

Executed on the date indicated below.

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

Signature of Owner: \_\_\_\_\_

Brigadoon

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

NOTE: ANY VEHICLE(S) NOT REMOVED BY THE DATE AGREED UPON IN THIS AGREEMENT WILL INCUR AN ADDITIONAL STORAGE FEE OF \$10.00 PER DAY, PER VEHICLE, UNTIL REMOVED FROM STORAGE. IF THE VEHICLE(S) IS LEFT HERE FOR 60 DAYS AFTER AGREEMENT EXPIRATION, WITHOUT PRIOR ARRANGEMENTS BEING MADE AND THIS AGREEMENT REVISED, VEHICLE WILL BE CONSIDERED ABANDONED AND WILL BECOME THE PROPERTY OF BRIGADOON.