

OTOMOTO
99 River Street
Toronto M5A 3P4
Storage Contract

**THESE CONDITIONS WILL AFFECT YOUR
LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE OR CLAIM COMPENSATION. PLEASE
READ CAREFULLY.**



1. Information:

CLIENT INFORMATION	
Full Name:	
Address:	
Phone Number:	
Email Address:	
MOTORCYCLE INFORMATION	
Make:	
Model:	
Year:	
Mileage:	
Vehicle Identification Number (VIN):	
License Plate #:	
State/Province of Registration:	

Client Initials

2. Agreement:

This agreement for storage is made between you, the client identified above (“**you**” or the “**Client**”) and Otomoto Toronto Moto Inc. (“**Otomoto**”). The motorcycle detailed above is hereinafter referred to as the “**Motorcycle**”.

3. Storage Period:

- a) *Start and End Dates*: The storage period will begin on _____ and end on April 1, 2026 (the “**Term**”), unless both parties agree to extend the Term in writing, as more particularly set out in Section 3(c) below.
- b) *Grace Period*: There is no grace period. Storage fees will apply from the time the Bike is dropped off until the later of (a) the expiration of the Term, and (b) when the Client picks up the Motorcycle.
- c) *Storage Extension*: Upon request, and in Otomoto’s sole and absolute discretion, you may store your Motorcycle indefinitely at an additional cost of \$135 per month. We do not prorate any fees; the full month will be charged regardless of when you during the month you pick up your Motorcycle. To ensure a smooth retrieval process, you must provide a minimum of 5 business days’ notice in advance of picking up your Motorcycle. In-and-out privileges are not provided.

4. Services, Fees and Payment Terms:

- a) *Storage Services*: Otomoto will provide indoor parking for motorcycles.
- b) *Storage Fee*: The total storage fee for the Term is \$600, plus HST (the “**Fee**”). The Fee does not include any additional charges for an extension of the Term, as set out in Section 3(c) above.
- c) *Payment Terms*: Full payment of the Fee for the Term must be made at the time of drop-off. A credit card must be kept on file, in case of a request for additional storage past the expiration of the Term. A late / NSF fee of \$50 will be charged for declined payments.
- d) *Interest*: Interest charges of 3.99% per month will be charged on all past-due payments of Fees, including during any extended term, without exception.
- e) *Credit Cards*: A credit card processing fee of 3% will be applied to credit card payments. To avoid this fee, please remit payment via e-transfer and send it to info@torontomoto.com. Alternatively, you can pay cash or debit in person at one of our locations.

5. Ownership, Liens and Disposal:

- a) *Ownership*: You will retain full ownership and liability for your Motorcycle during the Term and all extensions thereof.
- b) *Liens*: Garage Keeper's Lien and Disposal: Pursuant to the provisions of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25, Otomoto may exercise its rights to impose and perfect a lien on any motorcycle unclaimed by the owner or any other interested parties within 60 days following the contracted end date of the storage period, or on any motorcycle for which the Fees have not been paid.
- c) *Disposal*: Otomoto reserves the right to dispose of the Motorcycle in the event it is not picked up within 60 days of the expiration of the Term or if the Fees are not paid within 60 days of when they are due, provided Otomoto has given notice to the Client at the address, email address or phone number listed above. The disposal process will be conducted in the manner determined by Otomoto in its sole and absolute discretion. The Client agrees that it will be liable to Otomoto and will indemnify and hold Otomoto harmless for, without limitation, any and all claims, fees, costs and expenses accruing to Otomoto as a result of such disposal or non-payment of Fees.

6. Insurance and Exclusion of Liability:

Client Initials

a) *Insurance:* You agree to maintain comprehensive motorcycle insurance throughout the full Term and any extensions thereof. You are solely responsible to ensure that your Motorcycle's insurance and licensing remain current and valid during the Term and any extensions thereof.

B) **EXCLUSION OF LIABILITY: OTOMOTO SHALL NOT BE HELD LIABLE** FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AGGRAVATED OR PUNITIVE DAMAGES OR ANY BUSINESS INTERRUPTION, LOSS OF USE, LOST PROFITS OR OTHER PECUNIARY LOSS WHATSOEVER AND HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND STORAGE PROVIDED BY OTOMOTO, INCLUDING, WITHOUT LIMITATION, ANY THEFT, LOSS, DAMAGE, OR DESTRUCTION OF YOUR MOTORCYCLE OR ANY PERSONAL ITEMS LEFT WITH YOUR MOTORCYCLE AT ANY TIME. THIS EXCLUSION OF LIABILITY INCLUDES BUT IS NOT LIMITED TO, ANY LOSS OR DAMAGE RESULTING FROM THE POTENTIAL NEGLIGENCE OF OTOMOTO, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND ACCEPT THAT OTOMOTO IS STORING YOUR MOTORCYCLE AT YOUR OWN RISK. OTOMOTO EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INCIDENTS THAT MAY OCCUR DURING THE TERM OR ANY EXTENSIONS THEREOF. YOU ARE SOLELY RESPONSIBLE FOR SECURING APPROPRIATE INSURANCE COVERAGE TO SAFEGUARD YOUR PROPERTY AGAINST POSSIBLE RISKS, INCLUDING THEFT, LOSS, OR DAMAGE WHILE IN STORAGE. THE CLIENT UNDERSTANDS THAT THIS RELEASE INCLUDES CLAIMS BASED ON NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER LEGAL THEORY, WHETHER KNOWN OR UNKNOWN. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE IS INTENDED TO BE A COMPLETE AND FINAL RELEASE OF ALL POTENTIAL CLAIMS, WITHOUT EXCEPTION.

7. Maintenance and Repairs:

- a) *Rates:* Otomoto's shop rate is \$150 per hour, which rate remains subject to change from time to time. The shop minimum for any given maintenance or repair work is equivalent to .25 hours of the shop rate.
- b) *Work:* Otomoto is a maintenance shop. Licensed work will be worked on by a subcontractor or sent out to a third party to be worked on.
- c) *Additional Services:* Any maintenance services requested by the Client during the Term and any extensions thereof will be subject to additional charges.
- d) *Battery Charging:* Batteries must have an easily accessible charging lead to facilitate proper storage. Otomoto is not responsible for any battery-related issues that may occur during the Term or any extensions thereof.
- e) *Work Authorization:* You expressly authorize Otomoto to conduct any necessary or requested work on your Motorcycle as described in this agreement. Such work shall be defined by a mutually agreed upon written order or electronic communication detailing the nature of the services. Before commencing any work and upon request, Otomoto will furnish you with a cost estimate for the proposed services. Work will proceed only upon your express approval of the estimate. Should additional work be identified during the service, Otomoto commits to notifying you and providing a revised estimate for the extra services. No further work will ensue without express consent from you. Otomoto will not be liable for service delays resulting from unforeseen complications or parts availability. Upon service completion, you will be notified and must settle any and all payments before the Motorcycle is released. This work authorization is an integral part of the winter storage contract with Otomoto. It is in effect for the full duration of the Term and any extensions thereof.

8. Termination, Retrieval and Storage Access Limitation:

Client Initials

- a) *Termination by Otomoto*: Otomoto may terminate this Agreement at any time in its sole and absolute discretion, with notice to the Client. In the event Otomoto terminates this Agreement, the Client shall retrieve the Motorcycle within five business days of such notice.
- b) *Termination by Client and Retrieval Procedure*: The Client may terminate this Agreement at any time in its sole and absolute discretion, on no less than five business days' written notice to Otomoto. Clients must notify Otomoto a minimum of five business days in advance to initiate the retrieval process.
- c) *Payment Requirement*: The Client's account must be paid in full, including any outstanding storage or service fees, before the Motorcycle can be retrieved.
- d) *Motorcycle Preparation*: Otomoto will prepare your Motorcycle for retrieval within five business days of receiving the retrieval request.
- e) *Storage Access Limitation*: The Client acknowledges and agrees that during the Term and any extensions thereof, you shall not have any access to the Motorcycle, nor shall you have the right to visually examine your Motorcycle, either in person or by any means of photography or video recording. Any access to the Motorcycle is strictly prohibited and enforced, to ensure the security and integrity of the storage facility and the motorcycles contained within. Should the Client desire access to the Motorcycle during the storage term, and if Otomoto permits same, you may only do so by (i) terminating this agreement as per the termination clauses herein and paying any applicable fees associated with such termination, or (ii) by making a special access request and paying a non-refundable access fee of \$250 CAD per occurrence. Said fee must be paid in full before access is granted. Special access granted does not extend nor alter the duration of the original storage service time frame as initially agreed upon. The terms for contract termination and special access requests are outlined further in this agreement. Notwithstanding the foregoing, the Client's request for access will be subject to the sole discretion of Otomoto, and may be unreasonably withheld or delayed, depending on, among other things, current operating conditions or other extenuating circumstances as determined by Otomoto.

9. **Miscellaneous:**

- a) *Severability Clause*: If any provision of this contract is held invalid, the remaining provisions shall remain in full force and effect.
- b) *Governing Law*: This contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- c) *Headers*: Headers are inserted for reference only and shall not be used in construing the meaning of any given paragraph.

10. **Permission to Move and Ride the Motorcycle:**

During the storage period, Otomoto and its authorized representatives are granted permission to ride the Motorcycle and move it to another facility as necessary for storage purposes. This permission includes moving the Motorcycle for security, maintenance, or transportation reasons. Otomoto will exercise reasonable care and skill in handling the Motorcycle, but shall not be held liable for any damage that may occur during such movement, including in cases of gross negligence or willful misconduct on the part of Otomoto or its representatives.

11. **Removal of Tracking Devices:**

Before storing the Motorcycle, the Client agrees to remove any tracking devices or GPS units installed on or in the Motorcycle. This requirement is in place to ensure the safety and security of the storage facility and the privacy of other stored motorcycles. Otomoto will not be responsible for any damage, loss, or unauthorized access to the tracking device or GPS unit if it is left installed on the Motorcycle. **If tracking devices are found on your Motorcycle, a \$500 penalty fee**

Client Initials

will apply to the account. You agree to indemnify and hold Otomoto harmless from, without limitation, any and all claims, damages, costs, fees and expenses resulting from a tracking device that is left on your Motorcycle, including such losses claimed against Otomoto from other Otomoto clients.

12. Fuel Policy:

It is your responsibility to ensure that the gas tank of the stored Motorcycle is filled to the top before drop-off. Failure to do so may result in an additional fee. If the gas tank is not filled to the top, Otomoto may add gasoline to fill the tank at a rate of \$3 per liter.

13. Entire Agreement

This Agreement contains the entire agreement between the parties hereto. No other document, correspondence, or conversation, whether written or oral, shall be deemed to modify or amend this Agreement's terms unless both parties expressly agree upon it in writing.

14. Release of Media Content

By bringing your Motorcycle for service or storage, you agree to grant us permission to capture photographs and videos of your Motorcycle and yourself and to use them for promotional purposes. We may utilize these images on our website, social media platforms, print materials, and other approved channels.

By signing this Agreement or the invoice, you acknowledge that the images and videos taken may be used by Otomoto for advertising, marketing, and promotional activities. This includes, but is not limited to, website content, social media posts, brochures, newsletters, posters, books and other media formats. Otomoto retains the right to use, publish, distribute, and sell these images without any further consent or compensation to you.

15. Use of Artificial Intelligence and Privacy Compliance

a) **AI-Assisted Services:** Otomoto may utilize trusted third-party artificial intelligence (AI) services, including but not limited to services provided by OpenAI, to assist in service intake, diagnostics, repair analysis, customer communications, and general operational functions. These tools are implemented to improve service efficiency, accuracy, and quality.

b) **Data Disclosure, Cross-Border Transfers, and PIPEDA Compliance** Otomoto is committed to handling your personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and all other applicable Canadian privacy legislation. By engaging Otomoto's services, you consent to the limited disclosure of your personal and vehicle-related information—including but not limited to your name, contact information, motorcycle identifiers (such as make, model, VIN, mileage), condition descriptions, photos, videos, diagnostic codes, and service and storage records—to third-party AI service providers. These providers may process such information on servers located outside of Canada, including in jurisdictions that may not provide the same level of legal protection for personal data as Canadian law. Otomoto ensures that such third-party providers are bound by contractual obligations to implement appropriate privacy safeguards and to process your personal information only for the purposes outlined in this Agreement. Otomoto remains accountable for the protection of your personal information throughout its lifecycle, including when it is processed by third parties.

c) **De-Identification and AI Model Training:** You acknowledge that certain third-party AI service providers, such as OpenAI, may use data in a de-identified or anonymized form to develop, test, or improve AI models. Otomoto will take reasonable steps to ensure that any information shared for such purposes is de-identified in accordance with industry standards and applicable privacy laws. Otomoto remains responsible for ensuring that de-identification methods meet appropriate legal thresholds and that third-party providers receiving such information are contractually obligated to use it

Client Initials

only for permitted purposes. However, once de-identified data is lawfully transferred, Otomoto may not be able to control or retrieve such data from downstream systems.

d) Right to Withdraw and Privacy Requests: You may withdraw your consent to Otomoto's use of AI services at any time by providing written notice. Such withdrawal will apply only to future data sharing and processing and will not affect any information previously disclosed in accordance with this Agreement. Otomoto remains accountable under Canadian privacy law for any personal information it discloses to third-party service providers and will make reasonable efforts to assist with privacy-related inquiries or deletion requests. If you wish to request the deletion or removal of your personal data from a third-party AI provider (such as OpenAI), you may contact Otomoto directly to help facilitate the request or, where necessary, contact the provider directly (e.g., via <https://help.openai.com>).

Work Approved:

Oil Change

Fall/Spring Tune Up

Brake Bleed Front

Brake Bleed Back

Tyre Change F B

Transmission Oil

Final Drive Oil

Air Filter

OTHER:

[Signature page follows]

Client Initials

16. Acknowledgement:

Client hereby acknowledges and agrees that, by signing this Agreement, they have carefully read, fully understand, and voluntarily accept all terms and conditions outlined herein. The client acknowledges that they have been given ample opportunity to seek legal advice before signing this Agreement.

The Client acknowledges that they have had the opportunity to thoroughly review and understand this Agreement, and that they are voluntarily accepting the terms herein.

THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. Please read carefully. By signing this contract, you acknowledge and agree to the abovementioned terms and conditions.

Client's Signature: _____

Printed Name: _____

Date: _____

OTOMOTO TORONTO MOTO INC.

Printed Name: _____

Signature: _____

Date: _____

Client Initials

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other
Cardholder Name (as shown on card):
Card Number:
Expiration Date (mm/yy):
Cardholder Postal Code (from credit card billing address):

I, _____, authorize Otomoto Toronto Moto Inc. to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Signature: _____

Date: _____

CARD IMPRINT

Client Initials

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