

GOLDEN TOUCH VALET STORAGE SOLUTIONS

TERMS AND CONDITIONS

By electronically accepting this Agreement, Customer agrees to the following terms and conditions:

1. Customer Representations and Responsibilities

- Customer is at least 18 years old.
- Customer owns the property being stored or has legal authority to possess and store it. The property is not stolen, illegally obtained, or subject to an ownership dispute.
- Customer has disclosed any known condition that could create a risk of damage, infestation, leakage, odor, contamination, or danger.
- Customer will not place prohibited items into any tote or submit prohibited property for individual storage.

2. Storage Items and Weight Limits

- For purposes of this Agreement, a "Storage Item" means each individual tote or each separately stored item accepted by Golden Touch, including but not limited to a bicycle, kayak, set of tires, air conditioner, golf bag or golf clubs, or similar property.
- Unless otherwise approved in writing, property placed in totes must be stored in totes supplied by Golden Touch. Each tote must not exceed 50 pounds. All physical totes supplied by Golden Touch remain the exclusive property of Golden Touch. Golden Touch may charge a \$35 replacement fee to the payment method on file for any Golden Touch tote that is damaged beyond ordinary wear, lost, or not returned.
- Golden Touch may establish reasonable size, weight, condition, preparation, or handling requirements for individually stored items and may refuse any item that cannot be safely transported or stored.

3. Prohibited Items

- Perishable food; firearms, ammunition, gunpowder, or explosives; alcohol; propane tanks; paint; plants or animals; illegal drugs or illegally obtained property; flammable or combustible materials; liquids or compressed gases; chemicals or hazardous materials; gasoline, diesel, oil, or other fuel; fertilizer or cleaning solvents; radioactive materials; biological agents; toxic waste; asbestos; and items emitting excessive fumes, odors, or smells.
- Normal seasonal tires are permitted if accepted by Golden Touch. Tires must be reasonably clean and dry and must not contain or be contaminated by leaking fluids, hazardous substances, excessive dirt, or other material that makes them unsuitable for indoor storage.

4. Pickup, Delivery, and Refusal of Service

- Customer must provide at least 24-notice for all tote/item pickup and retrieval requests
- All physical totes supplied by Golden Touch remain the exclusive property of Golden Touch.
- Golden Touch reserves the right to refuse, postpone, or cancel a pickup, delivery, or storage service when conditions are unsafe, when an item cannot be safely transported or stored, or when property appears to contain prohibited items.
- Golden Touch may charge a \$35 no-show fee if the driver arrives for a scheduled service and the Customer is unavailable or the property is not reasonably ready for pickup.
- Golden Touch may refuse property that, in its reasonable judgment, presents an unusual risk due to its value, size, weight, condition, risk of damage or theft, contamination, handling difficulty, or danger to persons or other stored property.

5. Non-Climate-Controlled Storage

- Customer acknowledges that storage is provided in a non-climate-controlled facility. Temperature fluctuations, humidity, moisture, dust, insects, rodents, mold, mildew, rust, and other environmental conditions may occur.
- Customer is responsible for ensuring that all stored property is suitable for storage under these conditions.

6. Preparation, Packing, and Condition of Property

- Golden Touch is not responsible for damage caused by improper packing, preparation, or undisclosed pre-existing conditions. Customers must protect fragile property, keep items dry, avoid overloading totes, prevent items from shifting, use appropriate packing materials, and avoid placing heavy items on fragile items.
- Individually stored items must be reasonably clean, dry, and safe to handle. Air conditioners must be drained and dry before pickup. Kayaks must be clean and dry. Tires must meet the requirements in Section 3. Bicycles

and other equipment must not leak fluids or contain lithium-ion batteries, e-bike batteries, and other rechargeable batteries or components presenting a safety hazard.

- Customer is responsible for identifying significant pre-existing damage or defects, including scratches, dents, cracks, rust, broken or missing parts, or other material conditions.
- Golden Touch may photograph or otherwise document the condition of property at pickup, storage, retrieval, or delivery.

7. Insurance and Limitation of Liability

- Customer acknowledges that property stored with Golden Touch is not insured by Golden Touch against theft, fire, water damage, environmental conditions, or other casualty or loss. Customer is responsible for maintaining appropriate insurance coverage for all stored property.
- To the fullest extent permitted by applicable law, if a stored item is lost, stolen, or damaged while in Golden Touch's custody, Golden Touch's maximum liability shall not exceed \$100 per storage item, with a maximum aggregate liability of \$1,000 per customer.
- Golden Touch shall not be responsible for normal wear and tear; pre-existing damage; deterioration; rust; mold or mildew; temperature or humidity-related damage; damage caused by improper preparation or packing; undisclosed defects; or loss of sentimental value. Golden Touch shall not be liable for indirect, consequential, special, or incidental damages.

8. Inspection and Safety

- Golden Touch reserves the right to inspect any tote or stored property when reasonably necessary to identify prohibited items, investigate suspected damage, address a safety concern, comply with law enforcement or legal requirements, or protect people or property.
- If prohibited or dangerous property is discovered, Golden Touch may refuse storage, require removal, return the property to Customer at Customer's expense, or take other action permitted by law.

9. Fees and Payment Authorization

- Customer agrees to pay the storage fees selected at enrollment and any applicable pickup, retrieval, late, no-show, replacement, or other disclosed fees.
- A valid payment method must remain on file while Customer has property stored with Golden Touch. Customer authorizes Golden Touch and its designated payment processor to securely retain payment credentials in tokenized form and automatically charge the payment method on file for recurring storage fees and other charges expressly authorized under this Agreement.
- Customer agrees to promptly update payment information if a payment method expires, is declined, or is otherwise unable to process payment.

10. Default, Liens, and Property Disposition

- Accounts 5 days past due will be locked and delivery privileges suspended.
- Golden Touch may have lien rights in stored property for unpaid storage and related charges under New York Lien Law § 182.
- Golden Touch will not sell, dispose of, or otherwise take action concerning stored property due to nonpayment except in accordance with all applicable New York law and required notice procedures.
- The customer explicitly consents to receive all legal, default, and statutory Lien Notices via the electronic mail address provided on their account.

11. Customer Death or Estate

- Upon notice of Customer's death, Golden Touch may suspend access to the Customer's stored property until the person requesting access provides satisfactory proof of legal authority to act on behalf of the Customer's estate.
- Golden Touch may require a death certificate and court-issued documentation, such as Letters Testamentary, Letters of Administration, or Voluntary Administration documentation, before releasing any property.