

GOLDEN TOUCH VALET MICRO STORAGE

TERMS AND CONDITIONS

By electronically accepting this agreement you agree to the following:

1. Customer represents and warrants that:
 - a. Customer is at least 18 years old
 - b. 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 owner dispute.
 - c. Customer has disclosed any known condition that could create a risk of damage, infestation, leakage, odor, or danger.
 - d. Customer will not place prohibited items into any container.
 - e. All physical containers remain the exclusive property of Golden Touch, who have the right to charge a \$35 container charge to the payment method on file for any containers damaged or not returned.
2. Unless otherwise approved in writing, customers must use totes supplied by Golden Touch. They must not exceed 50 lbs. each. Must provide 24-hour notice for all drop-off and retrieval requests
3. Prohibited Items:

a. Perishable food b. Firearms, ammunition, gunpowder, and explosives c. Alcohol d. Propane tanks e. Paint f. Used tires g. Plants and animals h. Items emitting fumes, odors, or smells i. Illegal drugs or illegally obtained property	j. Flammable or combustible materials k. Liquids and compressed gases, chemicals or hazardous materials l. Gasoline, diesel, oil and fuel m. Fertilizer and cleaning solvents n. Radioactive materials o. Biological agents p. Toxic Waste q. Asbestos
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4. Customer acknowledges that storage is provided in a non-climate-controlled facility. Customer understands that temperature fluctuations, humidity, moisture, dust, insects, rodents, mold, mildew, rust and other environmental conditions may occur. Customer is responsible for ensuring that stored property is suitable for storage under these conditions.
5. Golden Touch is not responsible for damage caused by improper packing. Customer should protect fragile items, keep items dry, avoid overloading, prevent items from shifting, use proper packing materials, avoid placing heavy items on fragile items.

6. Customers' items are not insured by Golden Touch against fire or other casualties. Customer is responsible for ensuring that stored property is adequately insured. If a container is missing, damaged, or stolen, the customer agrees that the maximum aggregate liability of Golden Touch shall be strictly capped at \$50.00 per container, up to a maximum lifetime cap of \$500.00 per customer. Under no circumstances shall Golden Touch be liable for indirect or incidental damage, including but not limited to emotional distress or sentimental value.
7. 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 the customer at their expense, or take other action permitted by law.
8. Golden Touch reserves the right to refuse service or cancel service at any time. Pickups, deliveries, and storage service may be postponed or cancelled if conditions are unsafe or if the property appears to contain prohibited items. Additionally, Golden Touch reserves the right to charge a \$35 no-show fee if the driver arrives for a scheduled appointment and the customer is unavailable.
9. Customer agrees to pay storage fees selected at enrollment. These may include monthly storage fees, pickup fees, retrieval fees, late fees, etc. The customer is required to update their email, phone number and mailing address if any changes occur and 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 customer's 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. Returned payments or chargebacks may incur additional fees.
10. Default, Liens, and Property Disposition: Pursuant to NY Lien Law 182, Golden Touch holds a possessory lien on all stored property for unpaid fees. Accounts 5 days past due will be locked and delivery privileges suspended. The customer explicitly consents to receive all legal, default, and statutory Lien Notices via the electronic mail address provided on their account. If a default is not cured within 30 days a formal Lien Notice, Golden Touch may advertise and sell the property at public auction. Any surplus proceeds unclaimed after one year will be sent to the NYS Comptroller.
11. Upon notice of the customer's death, Golden Touch Valet Micro Storage 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.