



STORAGE AGREEMENT

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

Name of Owner ("Owner"): _____

Address of Owner: _____

City, State, ZIP: _____

Telephone: _____

And:

St. Joseph County 4-H Fair, Inc. ("4-H").
5117 South Ironwood Drive
South Bend, Indian 46614
574-291-4870

Owner places with 4-H, and 4-H agrees to hold for safekeeping, the following described property of Owner (the "Property"):

Car/Boat/RV/Other: _____

Make: _____

Model: _____

Year: _____

Color: _____

Fair Measured Length: _____

License Plate No.: _____

Additional Vehicle(s):

Car/Boat/RV/Other: _____

Make: _____

Model: _____

Year: _____

Color: _____

Measured Length: _____

License Plate No.: _____

1. Term of Agreement. This Agreement shall commence on the ____ day of _____, 2018, and shall terminate on or about the 23rd day of March, 2019. The parties agree that the exact dates upon which the Property will be removed from storage or released to Owner by 4-H will be specifically determined by 4-H, and is expected to be within the first two Saturdays in March subsequent to the commencement date of this Agreement. The Parties mutually agree that the exact release date will be arranged in the sole discretion of 4-H so that the Property can be removed in a proper sequence, so that the Property is readily accessible by Owner and/or 4-H representatives, as necessary, to release the Property to Owner. This Agreement shall terminate when the Property has been redelivered by 4-H to Owner. Redelivery shall be considered completed when Owner takes control of the Property and begins removing the same from the premises of 4-H.

2. Compensation of 4-H. As compensation for the storage services to be offered by 4-H, Owner agrees to pay pursuant to the following schedule:

Up to 20' in length including tongue and other projections	\$145.00
20'1" to 30' in length including tongue and other projections	\$210.00
30'1" to 35' in length including tongue and other projections	\$270.00
35'1" to 40' in length including tongue and other projections	\$340.00
40'1" and over in length including tongue and other projections	\$390.00
Motorcycles and golf carts (with no extras or add-ons)	\$115.00

NOTE: the above rates are determined by the total length of the property in question including any tongues or other projections on either end or both end of the item(s) of property in question.

Owner further agrees that Owner will be required to pay to 4-H a Two Dollar (\$2.00) membership fee to become a member of 4-H, said fee to be good for a five-year membership period, subsequent to payment.

3. Delivery and Acceptance. The Owner understands and agrees that delivery of the Property to 4-H will be in an "AS IS" condition, and that the Property will be returned by 4-H to Owner in an "AS IS" condition, without liability on the part of 4-H.

4. Duties of 4-H. 4-H agrees to exercise due care for the safekeeping and maintenance of the Property while in storage on 4-H business premises. 4-H assumes no liability for loss or damage to the Property or to Owner of any of the Owner's representatives or agents during the term of this Agreement. Owner will indemnify and hold 4-H harmless as to any liability.

5. Duties of Owner. Duties of Owner shall include, but not be limited to, the following:

- A. To assume full and complete responsibility for transportation of the Property to and from the business premises of 4-H and to assume all liability related to said transportation and any liability and resulting damage to the Property, to Owner, or to Owner's representatives or agents.
- B. To properly prepare the Property for storage, including without limitation, winterizing the Property as relevant and applicable. 4-H shall have no liability for preparing the Property for storage or for any damage resulting from the improper preparation of said property for storage.
- C. To assume full responsibility for any fuel in any vehicle considered Property.

6. Limited liability of 4-H. Owner agrees and understands that this Agreement is for the storage of Owner's property as described above. Owner agrees and understands that 4-H assumes no liability for theft, loss of fuel, collision, fire, or damage of any kind whatsoever, nor shall 4-H have any responsibility for injury to Owner or Owner's representatives or agents during the term of this Agreement.

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 4-H shall be the amount of the compensation paid by Owner to 4-H for the storage in question, as set forth in Section 2 of this Agreement.

Owner agrees to accept the Property in a strictly as-is condition.

7. Release of Property 4-H will release the Property to Owner or any person designated by Owner, but in return, 4-H shall have no responsibility for the property once possession of the Property once it is transferred to the Owner or Owner's authorized agent.

8. 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 pay, a reasonable sum for such successful party's attorney's fees and related legal expenses.

9. Risk of Loss. Risk of loss shall remain with Owner throughout the term of this Agreement, and 4-H shall assume no risk of loss whatsoever.

10. Choice of Law. This Agreement shall be deemed to have been executed and entered into in the State of Indiana, and shall be construed, enforced, and performed in accordance with the laws thereof. Any suit or action brought to enforce any terms of this Agreement shall be filed in St. Joseph County, Indiana, which each party agrees is the proper venue for the same action.

11. Complete Agreement, Modifications, Severability, and Waiver. This Agreement and any release document utilized by 4-H 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: _____

Name of Owner: _____

"OWNER"

NOTE: ANY VEHICLE(S) NOT REMOVED ON MARCH 23, 2019 WILL PAY AN ADDITIONAL RENTAL RATE OF \$10.00 PER DAY, PER VEHICLE, UNTIL REMOVED FROM THE FAIRGROUNDS.

St. Joseph County 4-H Fair, Inc.

By: 
Dennis Murphy

Title: Fair Board President

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