



## GRAYS HARBOR COUNTY FAIR & EVENT CENTER STORAGE AGREEMENT

THIS AGREEMENT, made and entered into by and between GRAYS HARBOR COUNTY, a political subdivision of the State of Washington, through its FAIR & EVENT CENTER, hereinafter referred to as "FAIR" and the party listed below, hereinafter referred to as "LESSEE",

In consideration of the terms, conditions, and performance contained herein, the parties hereto agree as follows:

- (1) No repairs, painting or other work shall be done to said equipment while it is in storage.
- (2) Storage term shall be from September 1, 2017 through April 21, 2018 or any part thereof. The month of April will be prorated.
- (3) The storage term may be terminated by either party with one (1) week notice, provided however, that no rent will be refunded for any period of two weeks or less.
- (4) Due to fire codes, ALL PORTABLE FUEL TANKS (*propane, gas cans, etc.*) must be removed from the equipment prior to storage. These portable fuel tanks are not allowed to remain on the Fairgrounds.
- (5) The LESSEE shall be responsible for all applicable Federal, State, and Local taxes, fees and/or assessments that may be levied. Taxes are not included in the rental rates.
- (6) The FAIR reserves the right to relocate equipment placed in storage as the Fair deems reasonable and necessary.
- (7) The FAIR authorizes the LESSEE to store equipment in a designated building at the Grays Harbor County Fairgrounds, Elma, Washington. Said equipment shall be removed from the Fairgrounds on or before the 21st day of April, 2018, following the initial date of this Agreement.
- (8) Equipment not removed by April 21<sup>ST</sup>, 2018 shall be considered to be a default by the LESSEE, and said equipment may be removed by the FAIR at the sole risk and expense of the LESSEE. Any such removal and subsequent storage of the equipment by the FAIR shall incur an additional penalty of \$15.00 per day over and above the monthly rental, plus taxes, unless arrangements for an extension are made in advance, with the approval of the Fair Manager.
- (9) In cases of default and/or property abandonment, the FAIR shall have a lien on all equipment for all rent, labor charges, or other charges, present or future, including attorneys fees and costs, in relation to the storage space or equipment and for all expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition pursuant to chapter 19.150 RCW. LESSEE expressly agrees to pay the FAIR all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the FAIR in enforcing any of the terms or conditions of this Storage Agreement, or any of its rights and remedies under chapter 19.150 RCW, or as amended hereafter.
- (10) By signing this agreement, LESSEE acknowledges that the equipment to be stored IS **NOT INSURED** by the FAIR against loss or damage. LESSEE expressly agrees to hold harmless and indemnify the FAIR and all of its officers, agents, employees, or otherwise, from all liability, loss or damage, including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgment against the FAIR which result from, arise out of, or are in any way connected with the storage agreement between the LESSEE and FAIR.

