



2023-24 WINTER STORAGE LEASE

PART A: Lease Terms

This Storage Lease (the “Lease”) is made effective _____ (the “Effective Date”) by and between The Newaygo County Agricultural Fair Association, whose address is 815 S Stewart, PO Box 14, Fremont, MI 49412 (the “Landlord”) and the “Tenant” whose name and address is shown in Part B.

1. **LEASE OF SPACE.** Landlord leases to Tenant space (the “Storage Space”) as designated by Landlord in its sole discretion within Landlord’s facility located at 815 S Stewart, Fremont, MI 49412 (the “Facility”) for purposes of Tenant’s storage of the property of Tenant as described in Part C and any additional property of Tenant consented to by Landlord in writing (“Tenant’s Property”).

2. **TERM AND CHARGES.** Tenant rents the Storage Space on a term basis. The term is October 1 of the current year to May 1 of the following year. All Rent shall be payable up front to Landlord at the address stated above. Fees are determined according to the formula outlined in Part D.

3. **USE OF PREMISES.** The Storage Space shall be used only for lawful purposes. Tenant shall not store explosives, flammable materials, hazardous goods, illegal substances, anything the storage or use of which violates any law or any other items that may increase the Landlord’s insurance premiums on the Facility. If Tenant’s Property consists of a vehicle, boat, motorcycle, recreational or other motor vehicle, the following shall also apply: (a) The negative terminal on batteries must be disconnected while in storage and Tenant may not keep the battery on a battery tender. (b) Fuel tanks must be less than ¼ full with a maximum of 5 gallons; and (c) Tenant must provide plastic sheeting or another form of floor covering for placement under any vehicle to prevent fuel and oil leaks from staining the floor of the Facility. Storage of any vehicle with excessive fluid leaks will not be permitted. Landlord may, at its sole discretion and without prior approval from Tenant, relocate Tenant to a comparable Storage Space within the Facility.

4. **STORAGE AT TENANT’S RISK.** Landlord is not engaged in the business of storing goods for hire and no bailment is created. Subject to the terms and conditions of this Lease, Tenant’s Property stored or kept at the Facility is under the exclusive control of Tenant. **ALL TENANT’S PROPERTY IN THE STORAGE SPACE IS STORED AT THE SOLE RISK OF TENANT. TENANT MUST KEEP ALL MOTORIZED VEHICLES AND TRAILERS LOCKED** with Tenant’s own lock. Landlord will insure the Facility against loss from fire or other casualty but will not carry insurance on property stored in the Facility. **TENANT MUST OBTAIN INSURANCE COVERAGE FOR TENANT’S PROPERTY AND PROVIDE PROOF OF SUCH INSURANCE TO LANDLORD UPON REQUEST. LANDLORD RESERVES THE RIGHT TO TERMINATE THIS LEASE IF PROOF OF SUCH INSURANCE IS NOT PROVIDED OR IS SUBSEQUENTLY TERMINATED.**

5. **INDEMNIFICATION.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages, costs and expenses, including actual attorney’s fees, arising from or in connection with the Tenant’s use of the Facility or anything done by Tenant or its agents, employees or invitees resulting in damage or injury to person and property of Tenant, of any other party, or to the Facility. By signing this

agreement, tenant agrees that they have terminated their rights of subrogation and have received the waiver of subrogation from their insurance agent/company.

6. **CONDITION OF SPACE.** Tenant has examined the Storage Space and the common areas of the Facility and acknowledges and agrees that based solely on his examination they are satisfactory for all purposes, including safety and security, for which Tenant will use them, and Tenant accepts the Storage Space and the Facility "AS IS."

7. **ACCESS TO THE SPACE.** Landlord shall have free access at all reasonable times to the Storage Space to inspect or make repairs, additions, or alterations as Landlord, in its sole discretion, deems appropriate. Unless otherwise agreed by Landlord, due to the security of the storage units, Tenant shall not have access to the Storage Space or the Tenants Property. The exercise by Landlord of this right to prevent access to the Storage Space shall not abate Tenant's obligation under this Lease and Tenant shall remain liable for duties under this contract.

8. **SECURITY INTEREST.** Tenant grants to Landlord a security interest in all Tenant's Property stored at the Facility and their proceeds to secure all obligations due Landlord. Tenant warrants that except for this security interest and any security interest held by Tenant's lender, Tenant is and will be the sole owner of Tenant's Property free and clear of any and all liens and interests of others.

9. **DEFAULT.** Should any Rent or other charges not be paid within fifteen (15) days after the due date or should Tenant otherwise fail to comply with the terms of this Lease, Landlord may declare a default and pursue any remedy available to Landlord under Michigan law. Such remedies include Landlord's right to sell Tenant's Property at a public sale pursuant to Michigan law. Tenant shall indemnify and hold Landlord harmless from and against claims, damages, costs, and expenses, including the actual attorney's fees resulting from any other party claiming interest in Tenant's Property.

10. **CASUALTY OR CONDEMNATION.** In the event of total or partial destruction or condemnation of the Facility, Landlord may elect either to terminate this Lease as of the date of such event or to repair any damage within a reasonable time. If Landlord elects to repair, Rent will not be charged for each day during the period for which the Storage Space is inadequate to store Tenant's Property.

11. **ASSIGNMENT.** Tenant shall not in whole or in part assign this Lease or sublet the Storage Space without the prior written consent of Landlord which consent may be withheld for any reason in Landlord's sole discretion. Landlord may assign this Lease and Landlord's assignees shall be entitled to enforce all the obligations of Tenant. Upon any assignment, Landlord shall no longer be liable to Tenant under this Lease.

12. **NOTICE.** Any notice given under this Lease must be in writing and sent by mail, postage prepaid, addressed to the other party at the address shown above or other address established by notice; including any electronic mail address. Any such notice will be deemed given at the time it is deposited in the United States mail system or a read receipt is received if sent via electronic mail.

13. **MISCELLANEOUS.** If any part of this Lease is invalid or unenforceable, the remainder of this Lease will not be affected. The captions of this Lease are for convenience only and shall not affect the interpretation of this Lease. No provision of this Lease may be waived or changed other than by written agreement signed by Landlord and Tenant. This Lease shall be construed under the laws of the State of Michigan. The prevailing party in any action related to this Lease shall be entitled to recover all costs and expenses incurred in such action from the non-prevailing party, including attorney fees.

14. SUCCESSORS AND ASSIGNS. This Lease, parts A through E, is binding upon the parties, their heirs, successors, personal representatives and permitted assigns.

Landlord and Tenant have executed this Lease effective as of the Effective Date stated above.

LANDLORD:

TENANT:

[Signature]

[Signature]

[Printed Name]

[Printed Name]

[Title]

Part B: The "Tenant"

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email Address: _____

Part C: The "Property"

Type of unit (5th wheel, camper, boat, etc) _____ Length[♦]: _____

Make/model of unit: _____ Height: _____

License Plate # _____ Color of unit: _____

Anticipated Spring Pick Up Date: _____

PLEASE FILL IN ALL FOLLOWING INFORMATION SO THAT WE KNOW WHAT PROPERTY IS YOURS.

Part D: "Rental Rate" (Check One) – **ALL units will be measured from the furthest point forward to the furthest point back. ♦

- \$17.00 per lineal foot (including tongue) – for the season (secured)
- \$12.00 per lineal foot (including tongue) – for the season (semi-secured)
- \$ 8.00 per lineal foot (including tongue) – for the season (Outdoor)

Part E: DATES, TERMS AND CONDITIONS

2023 In Date: SATURDAY, OCTOBER 28, 2023, final parking on November 4, 2023

2024 Out Date: SATURDAY April 13, 2024

All Units Must Be Here By Friday, October 27, 2023, unless otherwise arranged in writing

1. ♦ The cost of winter storage shall be determined according to the overall length of the unit, from bumper/ladder/accessory at the rear to the front point of the hitch or extreme front of vehicle.

Measurements will be verified, and length shortages will be billed. A NON-REFUNDABLE deposit of \$50 per unit is due upon return of the contract in order to reserve a space until the “move in” date. The deposit will be credited to the total rental charge with the final balance due on or before the “move in” date. Checks may be mailed to NCAFA- PO Box 14 Fremont, MI 49412 **Units will not be stored if the balance is not paid.**

2. Winter rental will commence when the unit is stored according to the date listed. Withdrawal of all units stored must be in accordance with the listed dates. **Any unit left after the “out date” will be charged \$10 per day for each day they remain on the grounds payable before unit can be removed.**
3. **For Tenants requesting an early pickup in the spring, a minimum service charge of \$25 per unit will be charged, plus \$10 per unit for each other unit that needs to be moved. PLEASE LET US KNOW BEFORE YOUR UNIT IS STORED IF YOU INTEND ON REMOVING IT EARLY.**
4. Items of personal property should be removed from the unit prior to arrival. Loss, theft or damage to personal property left with the unit shall be at the renter’s sole risk.
5. Winter rental will be in unheated buildings. All units should be properly winterized. Newaygo County Agricultural Fair Association will NOT be responsible for any damage to units due to weather or temperature.
6. **All units must be on wheels and moveable.**
7. Trailers MUST have an operational tongue jack, (NO EXCEPTIONS)
8. Motor units on boats must be left at a 45-degree angle (no exceptions). If a unit is left in the down position, it is at the renter’s sole risk.
9. Owners of motorized vehicles MUST leave the ignition or door key with the Fair. BATTERIES MUST REMAIN IN THE UNIT.
10. Starting fluids of any kind are prohibited in fair buildings.
11. Units will be checked prior to out date and a \$5 charge will be assessed for fluid leakage or dead batteries.
12. License plates must stay with the stored unit.
13. Access to units after the in date is very limited due to securing of buildings.
14. Renter shall be liable to the Newaygo County Agricultural Fair Association for all damage to Fair property occasioned by actions of the Renter or Renter’s representative, in the storage of these units, or for any loss occurring as a result of fire, theft, or damage of any kind or nature to the unit stored and personal property contained within such unit.

----- **Fair use only** -----

Deposit amt: _____ Deposit Date _____ Check/Cash # _____ Length _____

Amount due: _____ Payment date: _____ Check/Cash # _____

Storage location: _____