

LESSOR - ARMADA AGRICULTURAL SOCIETY- NON PROFIT ORGANIZATION  
74280 Fair St, P.O. Box 507, Armada, MI 48005 – 586.784.5488  
**TERMS FOR 2009/2010 WINTER STORAGE**

Storage: Winter Storage located at 74280 Fair St., Armada, MI 48005 is October 17<sup>th</sup> & 18<sup>th</sup> and October 24<sup>th</sup>, & 25<sup>th</sup> 2009. Storage is first come first serve. Release dates: April 24<sup>th</sup> and 25<sup>th</sup>, 2010. Grounds will open at 9:00 a.m. and close at 3:00 p.m.

Rate: The Lessee agrees to pay \$10.00/ft. for Boats (measurement will include trailer) and Motor Homes. Pop-Ups and Cars,\$150.00. Seadoo/Waverunner \$50.00. (If ONE Seadoo/Waverunner is stored on larger trailer, trailer will be measured and charged \$10.00/ft.) All monies are due upon signage of contract.

Responsibility of Lessor: The Armada Agricultural Society, aka, Armada Fair or Lessor, its directors, superintendents, employees, or agents does not assume any responsibility of liability to the Lessee whatsoever for the safety, loss or damage to any Unit stored "from any cause", nor does the Lessor assume any responsibility or liability of any character for personal injury to the Lessee or to anyone whom the Lessee may invite upon the premises of the Lessor. Furthermore, the Lessee waives all claims against Lessor for damages to goods, wares and merchandise, in, upon or about, said Unit. Lessor is not responsible for any loss or damage due to burglary, fire, theft, vandalism, water, wind or any cause whatsoever to the property of Lessee, nor is Lessor required to carry any insurance to cover same.

Insurance: The Lessee, at its own cost and expense, shall insure the Unit and contents in the Unit, against burglary, fire, theft, vandalism, water, wind and obtain public liability insurance with limitation amounts for bodily injury and property damage and in such form and with such insurance with companies satisfactory to the Lessor. If requested, all insurance for payment of premiums shall be furnished to the Lessor. Each liability policy shall provide that all losses be paid on behalf of the Lessee, the Lessor and as their respective interest appear. The Lessee agrees to hold Lessor harmless for claims or suits arising out of the leasing of space of the Lessor.

Conditions of Lease: The Lessees desiring to sell the item so stored under this Agreement will personally conduct the prospective purchaser on the premises at our convenience, and at no time shall any prospective purchaser be on the premises of the Lessor unattended. The Lessee further agrees he/her will keep the space free from anything which might be pronounced "hazardous" or "extra hazardous" by any responsible insurance company or is a fire hazard; that he/her will not place or store gasoline in said unit except that contained in the units gas tank; the Lessee shall not use the space allotted to him/her for any other purpose than the storage of the described Unit. Lessee agrees that he/her will conduct themselves as to not create annoyance or nuisance to others and will at all times comply with all police, fire, sanitary regulations and ordinances and the laws of the State Of Michigan. Lessee agrees not to reassign, sublet or transfer space to another Lessee without the consent of the Lessor.

Lease Non-Compliance: In the event the Lessee shall fail to comply or perform with the conditions of this Agreement herein undertaken by him/her, the Lessor shall have the right to terminate this agreement immediately and all monies from the Lessee will be forfeited. Upon said notice, Lessee will immediately remove his/her Unit there from. In case of his/her failure to so remove, the Lessor, without further notice, may immediately enter said storage space and remove Unit and put out and leave same at any place the Lessor may determine at the risk of the Lessee. If owner claims Unit during the period for which payment has been made, no refund shall be made.

**Release: Release dates will be April 24<sup>th</sup> and 25<sup>th</sup>, 2009. All units except cars will be set outside on fairgrounds for release. A \$5.00/day fee will be accessed for any Unit remaining 1-10 days after release dates. A \$10/day fee for everyday thereafter!! This will be enforced, NO EXCEPTIONS!!**

Note: Trailer hitches cannot be locked and boat motors must be stored in an upright position. Also, lowest part of out-drive on boats must be six (6) inches off the floor. The purpose is to not cause damage if unit must be moved.

**Additional Information: Lessee agrees that if any damage to storage unit occurs, repairs will be solely the responsibility of the Lessee.**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

MAKE/MODEL: \_\_\_\_\_ FOOTAGE: \_\_\_\_\_ TAG #: \_\_\_\_\_

*I have fully read and understand the terms and conditions of the above lease and agree to comply too all. Lessor and Lessee agree this lease after signing is a binding legal obligation.*

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative of Armada Agricultural Society

\_\_\_\_\_  
Date