

**2009-2010 FSMG
STORAGE LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the Fairgrounds Site Management Group, 17402 N.E. Delfel Road, Ridgefield, Washington 98642 (hereinafter referred to as "FSMG") and

Name: (Hereinafter referred to as the "Lessee") _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: Home () _____ Work () _____

Lien holder(s)/Secured Party(s) (Any person or party holding a secured interest in the property):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Storage location: (Hereinafter referred to as "leased area") Inside _____ Outside _____ Undercover _____

Duration of Lease: _____

NOTE: July 1 through Labor Day weekend, storage at the Clark County Event Center is unavailable due to the annual Clark County Fair's exclusive use of all facilities. All items must be removed prior to this exclusionary window.

Purpose: For storing Lessee's personal property, _____ Value: _____

Coast Guard #: _____ (Boat) License #: _____ (Automobile, R.V., or Trailer, etc.)

Total Rental Fee: _____

Lessee will pay a minimum of one (1) month's rent. Any portion of a month will be charged the full monthly rate. It will be the responsibility of the customer to keep the account current. Any past due accounts over 14 days are eligible for a judgment against the property in storage.

In order to receive the discount that is offered for six (6) or more months of storage, a minimum of six (6) months must be paid when leaving the equipment. If equipment is removed from storage before the end of the six (6) months, a refund will be calculated on the remaining balance, (storage will be charged at the full non-discounted monthly rate). Example: When someone prepays the six (6)-month period, removes equipment after three (3) months, a refund for three (3) months is given, but only after calculating a rate at the full non-discounted rate.

Lessee is able to receive the discount rate by signing up prior to January 4, 2010.

Method of Payment: _____

Make checks payable to: FSMG

1. ACCESS:

- 1.1 Lessee shall have the right to enter the Clark County Event Center to access the leased area Monday through Friday, 9:00 am to 4:00 pm, except when the Clark County Event Center is closed for legal holidays and/or special events.
- 1.2 Lessee shall contact FSMG at least twenty-four (24) hours in advance prior to retrieving the stored property or FSMG will assess a \$25.00 access fee.
- 1.3 Included in the inside rental fee is a one-time right of Lessee to remove the property from the Clark County Event Center free of charge. A \$10.00 charge will be assessed for additional removal of property from the Clark County Event Center.
- 1.4 FSMG management requires Lessee to report to the Administration Office each time they are on the Clark County Event Center property to access their storage.
- 1.5 Lessee shall not maintain or repair the property on the Clark County Event Center property.

2. **MOVEMENT OF EQUIPMENT:** No later than June 1, all property stored **inside** Clark County Event Center buildings will be moved to **outside** storage areas. If lessee has not contacted FSMG to make arrangements for moving the items, FSMG shall be authorized to move Lessee's property. The property shall remain in outside storage until June 30th when the property needs to be removed from FSMG grounds by Lessee. FSMG shall have no responsibility for damage to Lessee's property which may result from these moves.
3. **LESSEE'S RESPONSIBILITIES:**
 - 3.1 Lessee shall not store any flammable materials or personal property that may constitute a fire hazard or may otherwise be in violation of fire marshal regulations and/or fire code.
 - 3.2 All boat propellers shall clear the ground by at least ten (10) inches.
 - 3.3 All vehicles must be on a trailer, if inoperable.
 - 3.4 Lessee shall check in/out the equipment in the Administration Office.
4. **DEFAULT / LIEN NOTICE:** If lessee fails to pay rent when due and rent remains outstanding for fourteen (14) consecutive days, any or all of the stored property will be subject to a claim of lien by FSMG and may be sold to satisfy the lien pursuant to Chapter 19.150 of the Revised Code of Washington as amended.

Lien notices shall be sent to Lessee and to _____ at the following address:

Mailing Address: _____

City: _____ State: _____ Zip: _____

unless Lessee provides FSMG, in writing, with a new address.
5. **LIABILITY:** Lessee agrees that the leased area, together with the outside area, is provided "as is" with no warranties or representations with regard to the condition or safety of the area. FSMG shall not be responsible for loss or damage occurring to or sustained by Lessee, lessee's property or invited guests from any cause. Lessee shall indemnify and hold FSMG, its directors, officers and agents harmless from and against any and all claims, damages, losses, and expenses including property damage, personal injury and attorney fees arising out of or resulting from Lessee's storage of property on the Clark County Event Center property.
6. **INSURANCE:** While not required, FSMG recommends that lessee maintain at Lessee's expense such insurance as will protect Lessee from claims that arise out of or are a result of lessee's storage of property on the Clark County Event Center property. Lessee acknowledges FSMG does not provide any insurance coverage against losses or damages to lessee's property while at the Clark County Event Center.
7. **ATTORNEY FEES:** If an action is brought to enforce this Agreement, the prevailing party shall be entitled to attorney fees from the other party in such amount as may be adjudged reasonable by the Court, including an appeal.
8. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Washington law. Any action brought to enforce this Agreement shall be filed in Clark County, Washington.
9. **ASSIGNMENT:** FSMG may sell, assign or transfer all of its rights, benefits, privileges, obligations or duties under this Agreement without prior notification to Lessee.

FAIRGROUNDS SITE MANAGEMENT GROUP:

LESSEE:

By: _____

By: _____

Title: _____

Title: _____

FOR FURTHER INFORMATION CALL:
(360) 397- 6180
(360) 397-6185 fax