



STORAGE AGREEMENT

1. Term of Agreement. This Agreement shall commence on the ____ day of _____, 20__, and shall terminate on or about the ____ day of March, 20__. The parties agree that the exact dates upon which the Property will be removed from storage or released to Owner by St. Joseph County 4-H Fair, Inc. and will be specifically determined by St. Joseph County 4-H Fair, Inc., and is expected to be not later than the end of March 2021. The Parties mutually agree that the exact release date will be arranged at the sole discretion of St. Joseph County 4-H Fair, Inc. so that the Property can be removed in a proper sequence, so that the Property is readily accessible by Owner and/or St. Joseph County 4-H Fair, Inc. representatives, as necessary, to release the Property to Owner. This Agreement shall terminate when the Property has been redelivered by St. Joseph County 4-H Fair, Inc. to Owner. Redelivery shall be considered completed when Owner takes control of the Property and begins removing the same from the premises of St. Joseph County 4-H Fair, Inc.
2. Delivery and Acceptance. The Owner understands and agrees that delivery of the Property to St. Joseph County 4-H Fair, Inc. will be in an “AS IS” condition, and that the Property will be returned by St. Joseph County 4-H Fair, Inc. to Owner in an “AS IS” condition, without liability on the part of St. Joseph County 4-H Fair, Inc.
3. Duties of St. Joseph County 4-H Fair, Inc. agrees to exercise due care for the safekeeping and maintenance of the Property while in storage on St. Joseph County 4-H Fair, Inc. business premises. St. Joseph County 4-H Fair, Inc. 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 St. Joseph County 4-H Fair, Inc. harmless as to any liability.
4. 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 St. Joseph County 4-H Fair, Inc. 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. St. Joseph County 4-H Fair, Inc. 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.
5. Limited Liability of St. Joseph County 4-H Fair, Inc. Owner agrees and understands that this Agreement is for the storage of Owner’s property as described on the information sheet submitted by Owner. Owner agrees and understands that St. Joseph County 4-H Fair, Inc. assumes no liability for theft, loss of fuel, collision, fire, or damage of any kind whatsoever, nor shall St. Joseph County 4-H Fair, Inc. 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 St. Joseph County 4-H Fair, Inc. shall be the amount of the compensation paid by Owner to 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.

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

7. 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.

8. Risk of Loss. Risk of loss shall remain with Owner throughout the term of this Agreement, and St. Joseph County 4-H Fair, Inc. shall assume no risk of loss whatsoever.

9. 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.

10. Complete Agreement, Modifications, Severability, and Waiver. This Agreement and any release document utilized by St. Joseph County 4-H Fair, Inc. 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 above.

Name of Owner: _____
"OWNER"

NOTE: ANY PROPERTY NOT REMOVED ON MARCH 19th, 2022 WILL PAY AN ADDITIONAL RENTAL RATE OF \$10.00 PER DAY, PER VEHICLE, UNTIL REMOVED FROM THE FAIRGROUNDS.

St. Joseph County Fair, Inc.
By: 
Kristen Sikorski-Conklin
Fair Board President

**MAKE CHECKS PAYABLE TO:
St. Joseph County 4-H Fair, Inc.**

STORAGE FEE	\$
Total Paid Debit/Credit	\$
Check Cash	

PLEASE BRING THIS FORM WITH YOU WHEN YOU COME TO VEHICLE STORAGE