



Delaware County Fair & Exposition Center

1210 North Wheeling Ave

Muncie, In 47303

765 288 1854

Storage Agreement 2023

THIS AGREEMENT, made and entered into by and between **Delaware County Fair and Exposition Center**, a subdivision of Delaware County, Indiana, 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:

Community Building Winter Storage:

October 01, through February 28, (5 Month Storage at \$13.25 foot)

Buildings: 13,15,18,22, and 27 Winter Storage:

October 01, through March 31, (6 Month Storage at \$15.75 foot)

1. No repairs, painting or other work shall be done to said equipment while it is in storage.
2. 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.
3. The FAIR reserves the right to relocate Property placed in storage as the FAIR deems reasonable and necessary.
4. The FAIR authorizes LESSEE to store Property in a designated building at the Delaware County Fairgrounds, Muncie, Indiana. Said Property shall be removed

from the Fairgrounds on or before February 28, 2024, for Community Building and on or before March 31, 2024, for Buildings 13,15,18,22, and 27.

5. By signing this agreement, LESSEE acknowledges that the Property 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 judgement again the FAIR which result from, arise out of, or are in any way connected with the storage agreement between the LESSEE and FAIR.
6. The parties agree that the exact dates upon which the Property will be removed from storage or released to LESSEE by Delaware County Fair and will be specifically determined by Delaware County Fair and is expected to be not later than the end of February for Community Building and March for Buildings 13,15,18,22,and 27. The Parties mutually agree that the exact release date will be arranged at the sole discretion of Delaware County Fair, so that the Property can be removed in a proper sequence, so that the Property is readily accessible by LESSEE and/ or FAIR, representatives, as necessary, to release the Property to LESSEE.
7. The LESSEE understands and agrees that delivery of the Property to FAIR will be in an **“as is “** CONDITON, AND THAT THE Property will be returned by FAIR to LESSEE in an **“as in”** condition, without liability the part of FAIR.
8. The FAIR agrees to exercise due care for the safekeeping and maintenance of the Property while in storage on FAIR grounds, business premises. FAIR assumes no liability for loss or damage to the Property or to LESSEE of any of LESSEE 's representatives or agents during the term of this Agreement. LESSEE will indemnify and hold FAIR harmless as to any liability,
9. Risk of Loss shall remain with LESSEE throughout the term of this Agreement, and FAIR shall assume no risk of loss whatsoever.
10. Measurements are calculated on the longest protruding part of the Property on length, Boats and other watercraft are measured from the back of the motor to the end of the trailer tongue. All measurements are rounded up to the next full foot of length.
11. No item shall be accepted prior to full payment of the amount due for storage. NO EXCEPTIONS.
12. If LESSEE does not contact the FAIR office within 2 days of being called about removal of unit, a Twenty Dollar \$20.00 per day late fee will be charged before Property is taken out of storage, after 48 hours you might be subject to have Property removed by Northwest Wrecker Company at LESSEE expense.
13. Minimal Storage fee is \$180.00 for the Community Building and \$216 for buildings 13,15,18,22,and 27 per agreement under 14 feet in length.

Description of item to be stored:

LESSEE Information

NAME-----

ADDRESS-----

CITY, STATE, ZIP-----

PHONE NUMBER-----

EMAIL(**REQUIRED**)-----

Community Building: \$15.75 Foot 13,15,18,22,27 \$13.25 Foot

Building: _____

Length	Amount	License Plate
--------	--------	---------------

Description of Property	Color of Property
-------------------------	-------------------

Amount Paid	Date Received
-------------	---------------

Signature Of LESSEE	Date
---------------------	------

Access during storage season shall be allowed only in the presence of a FAIR employee during normal business hours. There will be a \$10.00 charge for each time you request access to your storage property.

Removal of property must be accompanied by this agreement of remove your property, If the LESSEE fails to produce a copy of this document, a Valid drivers license shall suffice in order to gain release of their property stored.