PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ___ day of ____________, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Print Name: Eric Carlson
Contact #: 253-

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

21 FT ARIMA OUTBOARD KING TRAILER 1033LV

Year: ___ Make: ___ Model: ___

Vehicle License: __________ State: _______ Length: _______ Color: _______

(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: waived

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: N/A

BUILDING STORED: _______

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on December 14, 2019 and shall end on April 30, 2020.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

7. ABANDONMENT
In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES
RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER’s needs.
9. ACCESS TO PREMISES
   A. The parties agree that LANDLORD shall maintain sole possession and control of the premises and may reasonably limit access to the premises by RENTER. RENTER shall be permitted periodic access to the premises and to the stored property as follows: The premises will be open to access by persons with stored items at the discretion of the Maintenance Manager.
   B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of $50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE
    RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following scheduled:

    A. Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2019-007 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance.

11. LIABILITY INSURANCE
    A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
    B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
    C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
    D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

Waiver of Insurance is requested by owner: [Signature]

12. CASUALTY
    In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenable, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of
RENTER, RENTER’s licensees or invitees.

13. DEFAULT
The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD’s option take any of the following actions:

A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.
C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER’s property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

14. ATTORNEY’S FEES
In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney’s fees as may be determined by the court.

15. GOVERNING LAW AND VENUE
It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS
Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SERVERABILITY
In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

*NOTE: If you need or want to pull out earlier in the year (before April remove date) then you will need to be the last into a specific building. NO moving of vehicles, boats, motor home, trailers will be done to accommodate an individual who is behind another stored vehicle, boat, trailer or motor home. NO EXCEPTIONS
SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT

<table>
<thead>
<tr>
<th>Receipt No.</th>
<th>10282</th>
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<tbody>
<tr>
<td>Insurance Certificate Received</td>
<td>yes</td>
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<tr>
<td>Total Paid</td>
<td>2500</td>
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<tr>
<td>Building Stored</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

OFF SEASON STORAGE RATES October thru April

- Up to 20’ $200.00
- 21’-25’ $250.00
- 26’ and over $300.00

These fees are a seven-month period for storage, not a monthly fee.

NOTE: We have several construction projects to begin May 1st, 2020, so it is mandatory all winter storage items are removed by the end of April 2020. We must begin our projects on time to meet our deadlines!

Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this 28 day of October, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Brad Harden
Print Name

360- -
Contact Phone #

Mailing Address
City State ZIP

EMAIL: theenterprise@gmail.com

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

99 Ford Motor Home

Year Make Model

Vehicle License State Length Color
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: Wassen

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: N/A

BUILDING STORED: [ ]

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on 28 October, 2019 and shall end on April 30, 2020.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

7. ABANDONMENT
In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENDER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

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B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of $50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE
RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following schedule:

A. Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2019-007 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance.

11. LIABILITY INSURANCE
A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

Waiver of Insurance is requested by owner: [Signature]

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A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
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Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SERVERABILITY
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<tr>
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<th>10288</th>
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<td>Total Paid</td>
<td>$2000</td>
</tr>
<tr>
<td>Building Stored</td>
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Brad Harden
Print Name

360 - ____________
Contact Phone #

Mailing Address

City

State

ZIP

EMAIL: theenterprise@gmail.com

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

2012 - 2014 Yamaha Jet skis

Year Make Model

un small trailer

Vehicle License State US Length Color

(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: Warner

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: N/A

BUILDING STORED: ______________________

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
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   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on __30, December 2019__ and shall end on __April 30, 2020__. 
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

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Waiver of Insurance is requested by owner:

 Owners Signature

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In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

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**SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT**

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**OFF SEASON STORAGE RATES October thru April**

- Up to 20'  $200.00
- 21’-25’    $250.00
- 26’ and over $300.00

These fees are a seven-month period for storage, not a monthly fee.

**NOTE:** We have several construction projects to begin May 1st, 2020, so it is mandatory all winter storage items are removed by the end of April 2020. We must begin our projects on time to meet our deadlines!

Thank you!
This Storage Rental Agreement is made this ______ day of __________________, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Print Name: FRANK HARKERLING
Contact Phone #: 360-______

Mailing Address: 
City: 
State: 
ZIP: 

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

Year: 2003
Make: ATLANTA
Model: 

Vehicle License: ______
State: ______
Length: 27'
Color: White/Green/Blue Stripes
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: ______

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: NO

BUILDING STORED: ______

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on 10-28-19 and shall end on April 30, 2020.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

7. ABANDONMENT
In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES
RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER's needs.
9. ACCESS TO PREMISES
   A. The parties agree that LANDLORD shall maintain sole possession and control of the premises and may reasonably limit access to the premises by RENTER. RENTER shall be permitted periodic access to the premises and to the stored property as follows: The premises will be open to access by persons with stored items at the discretion of the Maintenance Manager.
   B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of $50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE
    RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following scheduled:

    A. Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2019-007 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance

11. LIABILITY INSURANCE
    A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
    B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
    C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
    D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

Waiver of Insurance is requested by owner: [Signature] Owners Signature

12. CASUALTY
    In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenanted, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of
RENTER, RENTER’s licensees or invitees.

13. DEFAULT
The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD’s option take any of the following actions:

A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.
C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER’s property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

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In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney’s fees as may be determined by the court.

15. GOVERNING LAW AND VENUE
It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS
Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

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LANDLORD:
BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

<table>
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<th>CHAIRMAN</th>
<th>DATE</th>
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### OFF SEASON STORAGE RATES October thru April

- **Up to 20’**: $200.00
- **21’-25’**: $250.00
- **26’ and over**: $300.00

These fees are a seven-month period for storage, not a monthly fee.

**NOTE:** We have several construction projects to begin May 1st, 2020, so it is mandatory all winter storage items are removed by the end of April 2020. We must begin our projects on time to meet our deadlines!

Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ___ day of ____________, 2019 by and between
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Jeff Reamer 360-_______
Print Name Contact Phone #

Mailing Address City State ZIP

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

Year 2006 Make Reinekl Model 195

Vehicle License State WA Length 18 Color White
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: WA Nov

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: N/A

BUILDING STORED: ________

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for
the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for
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   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall
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      order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on 1/1/2019 and shall
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RENTER shall not make any alteration to the premises without written consent of
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RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable
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explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be
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Waiver of Insurance is requested by owner: [Signature]

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OFF SEASON STORAGE RATES October thru April

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<tr>
<td>Up to 20'</td>
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Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this __ day of __, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Print Name 
Contact Phone #

Mailing Address

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
</tr>
</thead>
</table>

Vehicle License State __ Length __ Color __
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: 

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: 

BUILDING STORED: 

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

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    B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
    C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
    D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

    Waiver of Insurance is requested by owner: ____________________________

12. CASUALTY
    In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenable, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of
RENTER, RENTER’s licensees or invitees.

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B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.

C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER’s property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

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15. GOVERNING LAW AND VENUE
It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS
Wavers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SERVERABILITY
In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

*NOTE: If you need or want to pull out earlier in the year (before April remove date) then you will need to be the last into a specific building. NO moving of vehicles, boats, motor home, trailers will be done to accommodate an individual who is behind another stored vehicle, boat, trailer or motor home. NO EXCEPTIONS
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These fees are a seven-month period for storage, not a monthly fee.

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Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ______ day of ________ , 2019 by and between
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

[Name and contact information redacted]

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

Year 1995        Make Sea Ray       Model 520 Kylar

Vehicle License 2667 State /  Length 17        Color Blk Wht
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: WAIVER REQUESTED

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: NO

BUILDING STORED: [Redacted]

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on 1st Oct 2019 and shall end on April 30, 2020.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
   A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
   B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

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RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following scheduled:

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A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
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SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT

<table>
<thead>
<tr>
<th>Receipt No.</th>
<th>10267</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Certificate Received</td>
<td>Waiver</td>
</tr>
<tr>
<td>Total Paid</td>
<td>2000.00</td>
</tr>
<tr>
<td>Building Stored</td>
<td>[redacted]</td>
</tr>
</tbody>
</table>

OFF SEASON STORAGE RATES October thru April

Up to 20’ $200.00
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PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Print Name

360________ Contact Phone #

Mailing Address

City State ZIP

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

1966 Peterbilt Truck

Year Make Model

Vehicle License State Length Color
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED:

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE:

BUILDING STORED:

Subject to the following terms and conditions:

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PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ___ day of ____________, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Keith Samplawski
Print Name

360- ____________
Contact Phone #

Mailing Address

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

2012 Alumiewl
Year Make

Stryker
Model

Vehicle License State WA Length 20' Color Green
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: ____________

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: ____________

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WINTER STORAGE RENTAL AGREEMENT
PACIFIC COUNTY FAIRGROUNDS

PAGE 1
Revised 09/16/2019
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    B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
    C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
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Waiver of Insurance is requested by owner: [Signature]

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Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SERVERABILITY
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*NOTE: If you need or want to pull out earlier in the year (before April remove date) then you will need to be the last into a specific building. NO moving of vehicles, boats, motor home, trailers will be done to accommodate an individual who is behind another stored vehicle, boat, trailer or motor home. NO EXCEPTIONS
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OFF SEASON STORAGE RATES October thru April

- Up to 20’  $200.00
- 21’-25’    $250.00
- 26’ and over  $300.00

These fees are a seven-month period for storage, not a monthly fee.

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Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ______ day of ______ 2019 by and between
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Bruce Weilepp
Print Name
(360) _______ _______ Contact Phone #

Mailing Address__________________________________________
City-State-ZIP____________________________________________

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

1977 Evergreen Gig
Year Make Model

Vehicle License _______ State _______ Length _______ Color _______
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED:______________________________________________

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: NA

BUILDING STORED: [Redacted]

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on Nov. 4, 2019 and shall end on April 30, 2020.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

6. LIEN
A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.
B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

7. ABANDONMENT
In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

8. CONDITION OF PREMISES
RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER’s needs.
9. ACCESS TO PREMISES
   A. The parties agree that LANDLORD shall maintain sole possession and control of the premises and may reasonably limit access to the premises by RENTER. RENTER shall be permitted periodic access to the premises and to the stored property as follows: The premises will be open to access by persons with stored items at the discretion of the Maintenance Manager.
   B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of $50.00 for each removal and replacement of stored items.

10. PAYMENT SCHEDULE
    RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following schedule:

    A. Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2019-007 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance.

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☒ Waiver of Insurance is requested by owner: [Signature]

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OFF SEASON STORAGE RATES October thru April

Up to 20’ $200.00
21’-25’  $250.00
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These fees are a seven-month period for storage, not a monthly fee.

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Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this _____ day of _____, 2019 by and between
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Print Name: Bruce Weikepp  Contact Phone #: (360) __________

Mailing Address: __________________________________________
City: __________________ State: __________ ZIP: __________

EMAIL: bracw@willapbay.org

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

74’ Miley - Red 2 horse trailer

Year: ______ Make: _____ Model: _____

Vehicle License State: WA Length: __________ Color: Red
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: __________

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: __________

BUILDING STORED: __________

Subject to the following terms and conditions:

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3. TERM The term of this Rental Agreement shall commence on 4th Nov, 2019 and shall
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WINTER STORAGE RENTAL AGREEMENT
PACIFIC COUNTY FAIRGROUNDS

PAGE 1
Revised 09/16/2019
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 Owners Signature

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PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this ___ day of __________, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Mark Redal
Print Name

253-_______
Contact Phone #

Mailing Address

City
State
ZIP

EMAIL: Markredal@gmail.com

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

2003 Chapparel 190
Year Make Model

Vehicle License State WA Length 20 Color Blue+White
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: Waived

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: No

BUILDING STORED: Livestock Bldg

Subject to the following terms and conditions:

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   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
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B. RENTER hereby gives and grants to LANDLORD a lien upon all personal property of every kind and description now or hereafter to be placed or installed on the rented premises. RENTER agrees that in the event of any failure on the part of RENTER to comply with each and every condition of this Rental Agreement, LANDLORD may take possession of and sell the property in any manner provided by law, and may credit the Rental Agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney’s fees.

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In the event that RENTER fails, at the end of the Rental Agreement Term, to remove any personal property placed on the premises by RENTER, RENTER agrees that the items will be deemed to have been abandoned by RENTER. LANDLORD may remove the abandoned property from the premises, place the property in an alternative storage site, and arrange for the sale, after public notice, of the abandoned property. LANDLORD may credit the proceeds of such sale against the costs of storage and sale of the abandoned property as well as any lien created by Section 6 of this Rental Agreement.

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B. LANDLORD, as its sole discretion, may also permit RENTER to remove stored items from the premises and replace the items on the premises during the term of the Rental Agreement. However, each removal and replacement of stored items shall be subject to a service charge of $50.00 for each removal and replacement of stored items.

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RENTER agrees to pay LANDLORD rent for the storage of items on the premises for the term of the Rental Agreement based on the following schedule:

A. Rent for Off-Season Storage shall be paid in accordance with Pacific County User Group Fees as adopted by Resolution 2019-007 (or its replacement), which is attached to this Agreement. Additionally, the full rental amount is to be paid upon signing of the Rental Agreement with proof of insurance.

11. LIABILITY INSURANCE
A. This Rental Agreement is made upon the express condition that the LANDLORD shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including RENTER, or any property of any kind whatsoever, and to whomsoever belonging, including RENTER, from any cause or causes whatsoever, while in, upon, or in any way connected with the premises, during the term of this Rental Agreement or any occupancy under the Rental Agreement. LANDLORD shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause whatsoever.
B. RENTER agrees to save and hold LANDLORD harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
C. RENTER agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event RENTER suffers loss or damage for which LANDLORD could be held liable and carries a policy or policies of insurance covering such loss or damage, RENTER expressly waives any rights of subrogation that the insurance carrier may assert against LANDLORD as a result of such damage.
D. RENTER shall, at RENTER’s sole expense maintain insurance coverage in the amount acceptable to LANDLORD on the property stored on the premises, and shall provide LANDLORD with a certificate of insurance documenting such coverage.

Waiver of Insurance is requested by owner: [Signature]

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In the event the premises shall be damaged by fire or other casualty during the term of the Rental Agreement, whereby the premises shall be rendered untenantable, either LANDLORD or RENTER may cancel this Rental Agreement by written notice delivered to the other. On such cancellation rent shall be prorated and paid only to the date of the fire or casualty, and RENTER shall be held harmless by LANDLORD for damage to the premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of
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The failure of RENTER to comply with any of the conditions of this Rental Agreement shall constitute a default. In the event that a default shall have occurred, LANDLORD may, at LANDLORD’s option take any of the following actions:

A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
B. Give the RENTER notice of the default and give the RENTER an opportunity to cure the default prior to the termination of the Rental Agreement. The RENTER shall have thirty (30) days from the date of the notice to cure the default.
C. If the RENTER has stored dangerous, hazardous, illegal or stolen property on the premises, LANDLORD may immediately terminate the Rental Agreement, take possession of the items, remove them from the premises to an alternative storage site and notify RENTER of the action taken. The RENTER shall be liable to the LANDLORD for the costs of such relocation. The LANDLORD shall not be responsible for any damage to the RENTER’s property during the relocation. The LANDLORD shall not be responsible for any theft or damage to the property incurred at its new location.

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In the event any action of law is instituted to enforce any condition contained in this Rental Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Rental Agreement by RENTER, RENTER shall pay such reasonable attorney’s fees as may be determined by the court.

15. GOVERNING LAW AND VENUE
It is agreed that this Rental Agreement shall be governed by, construed and enforced with the Laws of the State of Washington, and that any lawsuit arising out of this agreement shall be commenced only in a court of competent jurisdiction in Pacific County, Washington.

16. WAIVERS
Waivers by LANDLORD of any breach of any covenant or duty of RENTER under this Rental Agreement is not a waiver or a breach of any other covenant or duty of RENTER or of any subsequent breach of the same covenant of duty.

17. SERVABILITY
In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

*NOTE: If you need or want to pull out earlier in the year (before April remove date) then you will need to be the last into a specific building. NO moving of vehicles, boats, motor home, trailers will be done to accommodate an individual who is behind another stored vehicle, boat, trailer or motor home. NO EXCEPTIONS
SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT

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OFF SEASON STORAGE RATES October thru April

- Up to 20’ $200.00
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These fees are a seven-month period for storage, not a monthly fee.

NOTE: We have several construction projects to begin May 1st, 2020, so it is mandatory all winter storage items are removed by the end of April 2020. We must begin our projects on time to meet our deadlines!

Thank you!
PACIFIC COUNTY FAIRGROUNDS
2019-2020 WINTER STORAGE RENTAL AGREEMENT

This Storage Rental Agreement is made this 12 day of December, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Print Name

Contact Phone #

Mailing Address

City State ZIP

EMAIL:

VEHICLE/BOAT/MOTOR HOME/TRAILER - EQUIPMENT BEING STORED:

Year

1974

Make

Model

Sail Boat McGregor

Vehicle License State WA Length 20' Color White
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat/trailer etc.)

PROOF OF INSURANCE RECEIVED: WAIVED

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: N/A

BUILDING STORED:

Subject to the following terms and conditions:

1. RENTER hereby rents from LANDLORD storage space at the premises of LANDLORD for the term and at the rental provided for in this Rental Agreement.

2. PREMISES RELOCATION OF STORED PROPERTY
   A. The following described real property will be made available by LANDLORD for temporary storage: portion of Pacific County Fairgrounds located in Menlo, Washington.
   B. RENTER agrees that, during the term of the Rental Agreement, LANDLORD shall have the right to relocate RENTER’s stored property to other locations within the premises, at LANDLORD’s sole discretion. If the stored property is a motor vehicle, RENTER agrees to deposit with LANDLORD an ignition key for the vehicle, in order to allow LANDLORD to relocate the stored vehicle.

3. TERM The term of this Rental Agreement shall commence on 12/9/19, 2019 and shall end on April 30, 2020.
4. ALTERATION/MAINTENANCE
RENTER shall not make any alteration to the premises without written consent of LANDLORD. RENTER shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste including oil on the premises. RENTER shall not store any animals, explosives, gasoline, other hazardous or flammable materials, or illegal substances on the premises except that gasoline stored in conjunction with the storage of motor vehicles (not in separate container) is expressly authorized by LANDLORD. RENTER shall, at the termination of this Rental Agreement, leave the premises in a clean condition. (Please note specific condition for storage of gasoline)

5. USE
RENTER shall use the premises only for the storage of goods or commodities stored for any lawful purposes and in the possession of LANDLORD through lawful means. RENTER shall expressly not have the right to store any items that RENTER obtains illegally, or which are items that are unlawful to be possessed by RENTER, nor shall RENTER store any flammable, explosive, or dangerous materials or illegal drugs on the premises, except gasoline as may be permitted by Section 4 of this Rental Agreement. Further, RENTER agrees that RENTER shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail or wholesale sales or promotional efforts or as a manufacturing or distributing facility. RENTER shall not use the premises to repair or otherwise maintain any stored property including repairs to motor vehicles, boats and recreational vehicles. The premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of RENTER.

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A. LANDLORD shall have a lien for storage charges and for monies necessarily expended in and about the care, preservation and keeping of the property stored.

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