HOUSTON COUNTY AGRICULTURAL SOCIETY WINTER STORAGE FORM

Please mail this signed and completed form with the required documents to the: Houston County Fair
PO Box 91, Caledonia, MN 55921.
Caretaker Phone: 507-259-0547

THIS AGREEMENT is made by and between the Houston County Agricultural Society, a Minnesota non-profit organization, (hereinafter Society) and the undersigned individual hereinafter referred to as the Tenant as follows:

Full Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Phone: _____

The society acknowleged receipt of:

_____

belonging to the tenant to be kept in storage for the 2026 season beginning _____ until May 15, 2027 or such earlier time as requested by the parties.

The Society acknowledges receipt of the sum of $ _____ to be paid upon placing the unit into storage.

The unit is described as follows:

_____

_____

Date Into Storage _____ Date Out of Storage _____

TERMS AND CONDITIONS

RISK OF LOSS OR DAMAGE: Society shall have no liability for damage to or loss of property placed in Tenant's Storage Space caused by heat, cold, wind, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. Society carries no insurance covering damage to or loss of Tenant's property. Tenant shall maintain their own policy of fire and extended coverage insurance with wind, vandalism and malicious mischief to the extent of 100% of the replacement value of Tenant's property, To the extent Tenant does not maintain such insurance, Tenant agrees to self-insure Tenant's property to the same extent as such a policy would have provided. Society shall not be deemed to either expressly or impliedly provide any security protection to the Tenant's property stored in the Storage Space. Any security devices which Society may maintain are for Society's convenience only, Society may discontinue its use of any security device in whole or in part at any time without notice to Tenant. Society shall not be liable to Tenant or Tenant's invitees for personal injuries or damage to Tenant's property caused by any act or negligence of Society or any other person on the premises. Tenant hereby agrees to indemnify and to hold harmless Society from any and all claims, including claims for which Society is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Tenant's use of the Storage Space.

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USE OF STORAGE SPACE: The Storage Space shall not be used for any unlawful purpose. Tenant shall not use the Storage Space to store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious, or other inherently dangerous materials. Tenant warrants that all items placed by Tenant in the storage space shall be Tenant's own property or property which tenant is legally entitled to possess.

SOCIETY'S RIGHT TO ENTER, INSPECT, REPAIR: The Society, its agents or employees, shall have access to the Storage Space for the purpose of inspection, repair, alteration, improvement, or to supply necessary services. In case of an emergency, Society, its agents or employees may enter Tenant's storage space for any of the above stated purposes without notice to or consent from Tenant and Society retains the right to remove the property in the storage space to another space or facility. For the purpose of this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

DELIVERY OF NOTICE: Any notice provided under the Rental Agreement shall be given in writing by mailing the same by certified mail, return receipt requested, first class postage prepaid, to Society or Tenant at their respective addresses set forth, or at such other address or addresses as may hereafter be designated by like notice.

ATTORNEYS' FEES AND COSTS: Tenant agrees to pay Society all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Society in enforcing any of the terms or conditions of this Rental Agreement, or any of its rights and remedies under Minnesota OSA, or as amended hereafter.

EXCLUSIONS OF ALL WARRANTIES: Tenant agrees that Society, its agents and employees have not made and make no representations of warranties of any kind or nature, directly indirectly, expressed or implied, as to any matter whatsoever related to the Storage Space and facility. Society's. its agents', and employees' oral statements do not constitute warranties, and shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Rental Agreement. The entire agreement and understanding of the parties are hereto embodied in this writing and no other warranties are given beyond those set forth herein. It is further understood and agreed that Tenant has been given an opportunity to inspect and has inspected the Storage Space, and that Tenant accepts the Storage Space as is and with all faults.

I have read and acknowledge the terms and conditions of the contract with the Houston County Agricultural Society and, by my signature, accept the terms and conditions. As further compensation for use of the storage space, tenant shall indemnify, defend and hold harmless the Houston County Fair, Houston County Ag Society, the County of Houston and the City of Caledonia, including their respective officers, council members, commissioners, agents and employees, from any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, and causes of actions of any and every kind and nature arising out of or in any way connected with exhibitors activities related to the storage agreement.

Paid Amount _____ Check Number: _____ Cashed Date: _____

Tenant's Signature: Date:

Houston County Agricultural Society
houstoncountyfairmn@gmail.com | 507-725-3397 | PO Box 91 Caledonia, MN 55921