

**WOODSTOCK AGRICULTURAL SOCIETY, INC.
2016-2017 STORAGE RENTAL AGREEMENT**

Owner/Tenant Name _____ Date of Arrival ____/____/2016

Mailing Address _____ City, State, Zip _____

Physical Address (if different) _____

Email Address _____ Home Phone _____ Cell Phone _____

Type of Vehicle (circle one): RV/Camper Boat Car Truck Motorcycle Other: _____

Storage Location (circle one): Cattle Barn Poultry Barn Sheep Barn Ag Building Bingo Building

Plate/Registration # _____ State _____

Make & Model _____ Description _____

Overall Measurements (feet): Length _____ Width _____ Height _____ Rental Fee _____ Chk #: _____

Tenant authorizes _____ as their agent, subject to any and all rights and privileges, terms and conditions, as outlined herein the **Woodstock Agricultural Society, Inc. Storage Rental Agreement**.

Notice: Your stored property will be subject to a claim of lien for unpaid rent and other charges including moving and other storage fees if the property is not removed between **April 3 -19, 2017** (weather permitting) and may even be sold to satisfy the lien if the rent or such other charges due remain unpaid for 14 consecutive days.

ALTERNATE CONTACT: Please provide the name and address of another person to whom any preliminary lien notice and subsequent notices may be sent.

Name _____

Mailing Address _____

Physical Address (if different) _____

Phone Numbers (home) _____ (cell) _____ (Other) _____

STORAGE RENTAL AGREEMENT TERMS AND CONDITIONS

This Rental Agreement is made between WOODSTOCK AGRICULTURAL SOCIETY, INC., a Connecticut Corporation with a mailing address of PO Box 1, South Woodstock, CT 06267 ("Landlord"), and the Tenant identified above and whose signature appears below. Tenant agrees to rent from Landlord and Landlord agrees to rent to Tenant, on the following terms and conditions, space as described above on the Landlord's premises. As an additional inducement to Landlord to enter into this Agreement, Tenant warrants that all personal information given to the Landlord is true and correct.

Landlord and Tenant agree to abide by the Rental Terms and Conditions set forth below as a bargain for condition of the rent. Should any of these Terms and Conditions be changed, a much higher rent may have to be agreed upon. In addition to the Terms and Conditions set below, the following is made part of this Agreement.

Tenant acknowledges that landlord has made no warranty or representation that tenant's property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by water, fire, or the elements of weather. Tenant acknowledges that insurance is available from independent insurance companies to protect tenant in the event of theft, damage, or destruction of this property. Tenant, at tenant's sole expense, shall maintain on all personal property on the premises a policy of fire and extended coverage insurance with theft, vandalism, and malicious mischief endorsement for at least 100 percent of the full replacement cost of such personal property. If the tenant fails to maintain the insurance described above, tenant shall be deemed to have "self insured" his personal property.

1. **RENT:** Rent shall be at the seasonal rate of \$15.00 per foot (\$150.00 minimum); motorcycles \$75.00. Rent is due on the Date of Arrival shown above to Landlord or Landlord's designated agent. Bank checks must be valid when deposited. Tenant agrees to pay \$25.00 for each dishonored check as additional rent.

2. **TERM:** The rental period will commence on the effective date of this Agreement and will continue with removal, weather permitting, between **April 3 - 19, 2017**. In the event Tenant fails to remove the stored property on or before **April 19, 2017**, Landlord shall have the rights set forth in Connecticut General Statutes Section to dispose of the property, or at its option, may move said stored property at the Tenant's expense to another location reserving the right to assess storage fees and the right to dispose of the same at a later date.

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3. **NOTICES:** All notices required to be given in writing by this Agreement shall be given by first class mail from Landlord to Tenant at Tenant's residence address set forth above, and from Tenant to Landlord at the address designated above. Notices shall be deemed delivered upon deposit in the United States mail properly addressed with postage prepaid. Other notices may be given in any manner reasonably calculated to result in receipt by the party being notified.

4. **FEES:** Tenant agrees to pay fees as specified by the Landlord whenever additional or excess services are required by Tenant from Landlord, as may from time to time, be either requested or required by Tenant.

5. **USE AND OCCUPANCY:** The space is to be used only for storage of personal property owned by Tenant. The space shall not be used for operation of any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the space. Tenant has no right to use any other portion of the premises for any purpose without Landlord's prior written consent. The storage of welding, flammable, explosive, or other inherently dangerous material is prohibited. Tenant shall not store in the space any items which are or would be in violation of any order or requirement imposed by any governmental agencies or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises. No material possession, of which is prohibited by law, shall be stored in the space. Landlord reserves the right to request Tenant to relocate its property to other spaces within the building to accommodate the needs of other Tenants.

6. **USE OF LANDLORD'S EQUIPMENT:** Tenant shall arrange for the transporting, placing and arranging of all property within the Tenant's designated storage space.

7. **RULES:** Tenant agrees to abide by all rules relating to use and occupancy as promulgated from time to time by Landlord.

8. **CONDITION AND ALTERATION OF SPACE AND PREMISES:** Tenant accepts the space as being in good order, condition and repair.

9. **INSPECTION:** Landlord may require, as a condition of Tenant's continued tenancy, that Tenant allow Landlord to make an inspection of the contents of the property stored by Tenant to determine the safety and suitability of the stored items. Such inspection may be demanded by Landlord on 48 hours notice. This tenancy shall terminate immediately upon Tenant's failure to respond to such notice by allowing such inspection. Landlord may enter any vehicles stored thereon for the purpose of inspection without prior notice of Tenant whenever Landlord believes that any hazardous condition or nuisance has been created or is occurring in the space.

10. **ABANDONMENT:** Tenant shall not abandon the stored items upon expiration of the seasonal lease. In the event such abandonment occurs, Tenant agrees that Landlord may dispose of all property left in the space by Tenant in accordance with applicable provisions of law.

11. **ASSIGNMENT OR SUBLETTING:** Tenant shall not sublet or assign all or any portion of the space or Tenant's interest therein without the prior consent of Landlord.

12. **ATTORNEY'S FEES:** If legal action shall be brought by Landlord for any breach of this Agreement, Tenant shall pay to Landlord all cost, expenses, and reasonable attorney's fees incurred by Landlord in such action.

13. **INDEMNITY:** Tenant, for himself, his agents, executors, administrators, and assigns does hereby indemnify and agree to hold Landlord his agents and assigns, free and harmless from any and all claims, demands, actions, causes of action, damages, attorney's fees and costs of every kind and nature whatsoever as the result of or arising out of Tenant's use or occupancy of the space or the premises. In addition, Tenant shall, upon demand of Landlord, his agents or assigns, provide at Tenant's own cost all necessary defense of Landlord from any such claim, or demand, action or cause of action.

14. **RELEASE OF LANDLORD'S LIABILITY:** As a further consideration for the use an occupancy of the space and premises, Tenant, for himself, his agents, executors, administrators, and assigns, does hereby agree that Landlord, his agents, employees and assigns, shall not be liable to Tenant, his agents, administrators, executors, or assigns, guests, licenses or invitees, for any loss or damage, injury or death, caused to the Tenant, his agents, administrators, executors, or assigns, or their property, as a result of the use and occupancy of the space and premises. It is further agreed that Tenant's property is placed in the space at Tenant's sole risk, and Landlord and Landlord's agents, employees and assigns, shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever. It is agreed by Tenant that this release of Landlord's liability is a bargained for condition of the rent set forth herein, that Landlord does not carry insurance to cover losses or damage to Tenant's property from any cause whatsoever and that were Landlord not released from liability as set forth here, a much higher rent would have to be agreed upon. Tenant further acknowledges that insurance is available from independent insurance companies to protect Tenant in the event of the theft, damage, or destruction of his property. In the event Tenant acquires such insurance, Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord or Landlord's agents or employees, for any liability released herein. Tenant acknowledges that Landlord has made no warranty or representation that Tenant's property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by water, fire, or the elements of weather.

This Agreement has been executed on this _____ day of October, 2016.

TENANT

WOODSTOCK AGRICULTURAL SOCIETY, INC.