

# LaPorte County Fair

## Winter Storage Application Form

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Are You a:  Returning Customer  New Customer

Vehicle Type:  Camper  Motorhome  Boat  Truck  Car  Motorcycle  Watercraft

Other: \_\_\_\_\_

Length (Including Hitches and other Accessories): \_\_\_\_\_

*\*Any questionable measurements will be re-measured by fair staff on arrival. \**

Height: \_\_\_\_\_ Hitch Type: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate or ID Number: \_\_\_\_\_

**Please Mark Your Expected Drop Off and Pick Up Date**

X	Drop Off Dates	X	Pick Up Dates
	Wednesday, Oct. 11 (Appt Only)		Saturday, April 6
	Saturday, October 14		Saturday, April 13
	Saturday, November 5		

Please Mark If:  Dropping Item Off Late  Picking Item Up Early

*\*Please contact the Fair Office to schedule these other dates. \**

## WINTER STORAGE LEASE

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the LAPORTE COUNTY AGRICULTURAL ASSOCIATION, INC. d/b/a the LaPorte County Fair (“LESSOR”), and \_\_\_\_\_.

### WITNESSETH

1. LESSOR has this day leased to LESSEE a winter storage space located in LaPorte County, Indiana, for a term beginning October 11, 2023, and ending on April 13, 2024, unless sooner revoked by LESSOR pursuant to the terms of this Lease. LESSEE agrees that the relationship entered into between LESSEE and LESSOR is that of Landlord and Tenant.

2. The rent for the subject winter storage space shall be \_\_\_\_\_ (\$\_\_\_\_\_) payable in full to LESSOR upon the execution of this Lease. LESSEE shall not assign or sublet this Lease without written consent of LESSOR.

3. LESSOR shall have the right to revoke this Lease in the event that LESSEE fails to comply with provisions of this Lease or with any rule or regulation established by LESSOR.

4. LESSEE agrees to indemnify and forever hold harmless LESSOR against each and every claim, demand, or cause of action that may be or could arise in the future against LESSOR by reason of or in any way arising out of LESSEE’S rental of storage space and the use of the same. The above indemnity shall extend to but not be limited to any and all damage caused to the premises and other property or items stored and located on the premises and any injury to LESSOR, or other tenants and any other parties who may be on the premises.

### PAGE 1 OF 2

5. LESSEE further agrees that LESSOR shall have no liability whatsoever or to any extent for or on account of any injury to any Property of LESSEE or to LESSEE at any time for or on account of the destruction of any Property at any time on said leased premises. LESSEE hereby releases LESSOR from any and all responsibility whatsoever in connection with LESSEE and LESSEE’S property and acknowledges LESSEE’S rental and use of the premises shall be solely at LESSEE’S risk. In the event of any loss to the premises and/or contents thereof, LESSEE shall look solely to his insurance coverage, if any, and shall make no claim whatsoever against LESSOR. LESSEE understands that batteries, gas tanks, canopies, anchors, rope, trailers and other equipment are not the responsibility of LESSOR. LESSEE hereby agrees not to store any petroleum based, toxic, flammable or combustible material or objects on or about the premises.

6. LESSEE understands that the Lease terminates on April 14, 2024. LESSEE further acknowledges that should LESSEE hold over and retain or allow his Property to remain on the premises after the expiration of the Lease on April 14, 2024, LESSOR will have the right to remove and store LESSEE’S Property from the winter storage space and place LESSEE’S Property on an outside location. LESSEE further acknowledges that if his Property remains stored on an outside location, that beginning on April 14, 2024, his occupancy of the premises shall be that a tenant from month to month at 150% of the above stated prorated rate and all covenants, conditions, rules and regulations contained in the Lease shall continue in full force and effect so long as LESSEE retains possession of the premises. LESSEE further acknowledges and recognizes that LESSEE, during any term, condition, or holdover, is not allowed in and out privileges and, further, no repairs are to be

made to the Property while in storage. Specifically, Property will not be removed from storage during the time period of the initial beginning of the term of the Lease, until conclusion of the April 14, 2024 time period and LESSEE shall have no access to the Property during the term of this Lease.

7. LESSEE further understands that each party agrees to indemnify and save harmless the other party against and from any and all claims by or on behalf of any person, firm or corporation arising from any default in the performance of any covenant or agreement on its part to be performed under this Lease. Additionally, each party shall pay the other parties reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of the Lease. In the event LESSEE fails to comply with the terms and conditions of this Lease and hold over, the LESSOR shall have the right to exercise remedies of disposing of collateral and foreclosing on statutory liens pursuant to Indiana Law.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease the day and year first written above.

LESSOR

LESSEE

LaPorte County Agricultural Association, Inc.  
d/b/a LaPorte County Fair

By: \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)