

**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)

Eric Carlson

Print Name

253-

Contact \_\_\_\_\_

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

21 FT ARIMA OUTBOARD

Year

Make

KING TRAILER 1033 WQ

\_\_\_\_\_ 21 FT WHITE

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 October 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:

of subsection "D" only

Owner's 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.
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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

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 or 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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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: theenterprize@gmail.com

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

99

Year

Ford

Make


Motor Home

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: WARRER

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

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☒ Waiver of Insurance is requested by owner:

*of subsection "D" only*

  
Owners Signature

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Bud Hale  
RENTER DATE

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

William H. Monohon 10/28/2019  
COUNTY SIGNATOR DATE  
Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10288
Insurance Certificate Received	no/waiver
Total Paid	\$200.00
Building Stored	

### 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 1<sup>st</sup>, 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)

BRAD HARDEN

Print Name

360 - [REDACTED]

Contact Phone #

[REDACTED]  
Mailing Address

City

State

ZIP

EMAIL:

theenterprise@gmail.com

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

2012 - 2014

Year

Yamaha

Make

Jet skis

Model

on small trailer

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

PROOF OF INSURANCE RECEIVED: waiver

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

BUILDING STORED: [REDACTED]

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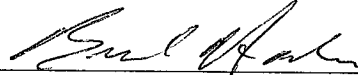
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Waiver of Insurance is requested by owner:

*Of subsection "D" only*



Owners Signature

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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**

Bruce H. H. H.  
RENTER DATE

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

William H. Monohon 10/28/2019  
COUNTY SIGNATOR DATE  
Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10288
Insurance Certificate Received	water
Total Paid	300.00
Building Stored	

### 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 1<sup>st</sup>, 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)

FRANK HAERLING  
Print Name

360- [REDACTED]  
Contact Phone #

[REDACTED]  
Mailing Address City State ZIP

EMAIL: \_\_\_\_\_

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

2003 ATLANTA  
Year Make 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: yes/warrior

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 10-28-19 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.

#### **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

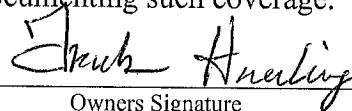
## 11. LIABILITY INSURANCE

- 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:

of subsection "D" only



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 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. SEVERABILITY

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**

Frank Hauling 10-28-19  
RENTER DATE

LANDLORD:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

William H Monohon 10/28/19  
COUNTY SIGNATOR DATE  
Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10287
Insurance Certificate Received	yes/never
Total Paid	330.00
Building Stored	

### 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 1<sup>st</sup>, 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- [REDACTED]  
Print Name Contact Phone #

[REDACTED]  
Mailing Address City State ZIP

EMAIL: \_\_\_\_\_

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

Year 2000 Make Reinell Model 185

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: Waiver

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

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 10/12, 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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#### **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.

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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:

- 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.
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- 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: \_\_\_\_\_

of subsection "D" only

  
Owner's Signature

## 12. CASUALTY

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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.
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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 or duty.

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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)

Jeff Karnatz

Print Name

360

Contact Phone #

Mailing Address

City

State

ZIP

EMAIL: Jeff@willapa-lavender.ca

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

91

Year

Dayliner

Make

Cupri

Model

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

PROOF OF INSURANCE RECEIVED: NO / waiver

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

BUILDING STORED: \_\_\_\_\_

Subject to the following terms and conditions:

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2. **PREMISES RELOCATION OF STORED PROPERTY**
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3. **TERM** The term of this Rental Agreement shall commence on 10 / 1, 2019 and shall end on April 30, 2020.

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- 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:

*of subsection "D" only*

*[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 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

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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.
- 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**

**BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON**

 9/30/2019  
COUNTY SIGNATOR DATE

**Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa**

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

<b>SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT</b>	
<b>Receipt No.</b>	10138
<b>Insurance Certificate Received</b>	water
<b>Total Paid</b>	200.00
<b>Building Stored</b>	

### **OFF SEASON STORAGE RATES October thru April**

<b>Up to 20'</b>	<b>\$200.00</b>
<b>21'-25'</b>	<b>\$250.00</b>
<b>26' and over</b>	<b>\$300.00</b>

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

**NOTE: We have several construction projects to begin May 1<sup>st</sup>, 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)

RON Phillips 360 [REDACTED]  
Print Name Contact Phone #  
[REDACTED]  
Mailing Address @ City State ZIP  
EMAIL: R.P.Phillips 2 @ Gmail.com

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

95 SEARAY bow Rider  
Year Make Model

Vehicle License 266245 State ✓ Length 17 Color BL & WT  
(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 10th, 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:

of subsection "D" only

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 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**

  
RENTER

10-1-19  
DATE

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON


  
COUNTY SIGNATOR

10-1-2019  
DATE

Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN

DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10267
Insurance Certificate Received	Waiver
Total Paid	200.00
Building Stored	

### **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 1<sup>st</sup>, 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)

Gary Robinson 360- [REDACTED]  
Print Name Contact Phone #  
[REDACTED]  
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: Waiver

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

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 October 13, 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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#### **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.
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RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER's needs.

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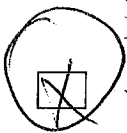
## 10. PAYMENT SCHEDULE

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:

*[Handwritten Signature]*  
Owners Signature

## 12. CASUALTY

*Of subsection "D" only*

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**

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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.
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### **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**

Cathy Lehn 10-13-19  
RENTER DATE

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

William H Monohon 10/13/2019  
COUNTY SIGNATOR DATE

Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10278
Insurance Certificate Received	waiver
Total Paid	200.00
Building Stored	

**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 1<sup>st</sup>, 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 22 day of October, 2019 by and between PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Keith Samplawski  
Print Name

360 - [REDACTED]  
Contact Phone #

[REDACTED]  
Mailing Address

City

State

ZIP

EMAIL: \_\_\_\_\_

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

2012 Alumiweld Stryker  
Year Make 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: waiver

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

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 October 20, 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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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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RENTER represents that RENTER has inspected and examined the leased premises and accepts as satisfactory for RENTER's needs.

## 9. ACCESS TO PREMISES

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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 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:

*[Handwritten Signature]*  
Owners Signature

## 12. CASUALTY

*of subsection "D" only*

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.

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### **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**

Kathy G. Mc 10/20/19  
RENTER DATE

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

William H Monohon 10/20/2019  
COUNTY SIGNATOR DATE  
Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10283
Insurance Certificate Received	Waiver
Total Paid	20000
Building Stored	

**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 1<sup>st</sup>, 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 1 day of Nov, 2019 by and between  
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Bruce Weilepp

Print Name

(360)

Contact Phone #

[REDACTED]  
Mailing Address

City

State

ZIP

EMAIL: \_\_\_\_\_

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

1977

Year

Evergreen

Make

Gig

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

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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:

*of subsection "D" only*

*[Signature]*  
Owners Signature

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Bruce Weilepp 11-4-19  
RENTER DATE

William H Monohon 11/4/2019  
COUNTY SIGNATOR DATE  
Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10293
Insurance Certificate Received	waiver
Total Paid	200.00
Building Stored	

**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 1<sup>st</sup>, 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!**

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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:

brucew@willapabay.org

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

74

Year

Miley - Red

Make

2 horse trailer

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: waiver

EXTRA SET OF KEYS LEFT WITH FAIR OFFICE: NA

BUILDING STORED:                     

Subject to the following terms and conditions:

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2. **PREMISES RELOCATION OF STORED PROPERTY**
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3. **TERM** The term of this Rental Agreement shall commence on 4th Nov, 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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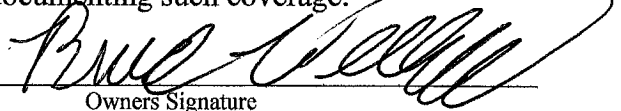
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Waiver of Insurance is requested by owner:

of subsection "D" only

  
Owners Signature

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Bruce Weilepp 11-4-19  
RENTER DATE  
COUNTY SIGNATOR DATE  
11/4/2019

**LANDLORD:**

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

<b>SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT</b>	
<b>Receipt No.</b>	10293
<b>Insurance Certificate Received</b>	Waiver
<b>Total Paid</b>	200.00
<b>Building Stored</b>	

### **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!

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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 Bedal

Print Name

253 - 3

Contact Phone #

Mailing Address

City

State

ZIP

EMAIL: Markredal@gmail.com

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

2003

Year

Chapparell

Make

190

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:

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.
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3. **TERM** The term of this Rental Agreement shall commence on 11/5/, 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:

Mark Red  
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 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**

Mark Reda 12/5/19      William H Monohon 12/5/2019  
 RENTER                                  DATE                                  COUNTY SIGNATOR                                  DATE  
 LANDLORD:                                  Pacific County Fair Manager  
    William H Monohon 360-942-3713  
    bmonohon@co.pacific.us.wa

BOARD OF COUNTY COMMISSIONERS  
 PACIFIC COUNTY, WASHINGTON

CHAIRMAN                                  DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10296
Insurance Certificate Received	Waiver
Total Paid	250.00
Building Stored	

### 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 1<sup>st</sup>, 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)

Floyd Sam Harrison  
Print Name

\_\_\_\_\_  
Contact Phone #

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

EMAIL:

fsharrison@live.com

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

Year

1974

Make

Sail Boat

Model

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)

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Waiver of Insurance is requested by owner:

  
Owners Signature

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Ally SH 12/9/19  
RENTER DATE

LANDLORD:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

William H Monohon 12/9/2019  
COUNTY SIGNATOR DATE  
Pacific County Fair Manager  
William H Monohon 360-942-3713  
bmonohon@co.pacific.us.wa

CHAIRMAN DATE

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	10297
Insurance Certificate Received	received
Total Paid	<del>175.00</del> 175.00
Building Stored	

### 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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