

**PACIFIC COUNTY FAIRGROUNDS
2022-2023 WINTER STORAGE RENTAL AGREEMENT**

New Renter: Yes, No
Circle one

Item# 30
(Office Use Only)

PROOF OF INSURANCE INCLUDED: ✓ BUILDING STORED: Commercial
(Office Use Only) (Office Use Only)

This Storage Rental Agreement is made this 21st day of October, 2022 by and between
(Office Use Only) (Office Use Only)
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Nick Ancich
Print Name

[REDACTED]
Contact Phone #

[REDACTED]
Mailing Address City State ZIP

EMAIL: [REDACTED]

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

2018 Keystone Cougar 29BHSE
Year Make Model

License _____ State WA Length 29' Color cream/white/beige
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat motor/trailer etc.)

Submit your application, payment & current insurance coverage BEFORE you bring your item in for storage.

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 the first day of October of the current year and shall end on April 30, the following year.

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 Fair 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. This will not happen if you are stored behind another vehicle.

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- 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: _____

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

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- A. Give the RENTER written notice of the intention to terminate the Rental Agreement on a specified date, which shall not be earlier than thirty (30) days after the notice is given.
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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

DATE

COUNTY SIGNATOR

DATE

~~Pacific County Fair Manager~~

~~William H Monohon~~

~~360-942-3713~~

~~bmonohon@co.pacific.wa.us~~

10/31/22

Pacific County Interim
Public Works Director

MAKE YOUR CHECK PAYABLE TO:

Pacific County Fair

Mail to:

Pacific County Fair

PO Box 142

Menlo, WA 98561-0142

PACIFIC COUNTY BOARD OF

COUNTY COMMISSIONERS

Chair

Commissioner

Commissioner

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT

Receipt No.	13205
Insurance Certificate Received	yes
Total Paid	300.00
Building Stored	Commercial

OFF SEASON STORAGE RATES October thru April

Up to 20' \$200.00

21'-25' \$250.00

26' and over \$300.00

Additional \$50.00 Power to run heater designed for winter storage in vehicle, RV, trailer, or boats. Heater **MUST** be specifically designed for this type of use. No other equipment will be allowed.

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

Measurement is from tongue ball to the back bumper or boat motor, full length not just the boat!

**PACIFIC COUNTY FAIRGROUNDS
2022-2023 WINTER STORAGE RENTAL AGREEMENT**

New Renter: Yes, No
Circle one

Item# 31
(Office Use Only)

PROOF OF INSURANCE INCLUDED: ☒ **BUILDING STORED:** FFA/4H
(Office Use Only) (Office Use Only)

This Storage Rental Agreement is made this 25th day of October, 2022 by and between
(Office Use Only) (Office Use Only)
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Rick Coma [REDACTED]
Print Name Contact Phone #
[REDACTED]
Mailing Address City State ZIP

EMAIL: [REDACTED]

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

2020 Heartland Fuel
Year Make Model

License _____ State WA Length 40' Color White, Blue, Blk
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat motor/trailer etc.)

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Rick Coma 10-25-22
RENTER DATE

WAB 10/31/22
COUNTY SIGNATOR DATE
Pacific County Fair Manager
~~William H Monahan~~ *Interim Public Works Director*
~~360-942-3713~~
~~bmonahan@co.pacific.wa.us~~

MAKE YOUR CHECK PAYABLE TO:

Pacific County Fair

Mail to:

**Pacific County Fair
PO Box 142
Menlo, WA 98561-0142**

**PACIFIC COUNTYBOARD OF
COUNTY COMMISSIONERS**

Chair

Commissioner

Commissioner

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	11651
Insurance Certificate Received	YES
Total Paid	500 ⁰⁰ (for two vehicles)
Building Stored	FFA/4H

OFF SEASON STORAGE RATES October thru April

Up to 20' \$200.00

21'-25' \$250.00

26' and over \$300.00

Additional \$50.00 Power to run heater designed for winter storage in vehicle, RV, trailer, or boats. Heater **MUST** be specifically designed for this type of use. No other equipment will be allowed.

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

Measurement is from tongue ball to the back bumper or boat motor, full length not just the boat!

**PACIFIC COUNTY FAIRGROUNDS
2022-2023 WINTER STORAGE RENTAL AGREEMENT**

New Renter: Yes, No
Circle one

Item# 32
(Office Use Only)

PROOF OF INSURANCE INCLUDED: ☒ **BUILDING STORED:** Goat Barn
(Office Use Only) (Office Use Only)

This Storage Rental Agreement is made this 25th day of October, 2022 by and between
(Office Use Only) (Office Use Only)
PACIFIC COUNTY, a Municipal Corporation (LANDLORD) and (RENTER)

Rick Coma
Print Name

[REDACTED]
Contact Phone #

[REDACTED]
Mailing Address City State ZIP

EMAIL: [REDACTED]

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

2008 Thunder Jet Luxor
Year Make Model

License _____ State WA Length 20 Color white
(Length is measured from bumper to bumper, boat trailer ball hitch to back of boat motor/trailer etc.)

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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

Rick Coma 10-25-22 [Signature] 10/31/22
 RENTER DATE COUNTY SIGNATOR DATE
 Pacific County Fair Manager Interim Public Works
 ~~William H Monohon~~ Director
 ~~360-942-3713~~
 ~~bmonohon@co.pacific.wa.us~~

MAKE YOUR CHECK PAYABLE TO:

Pacific County Fair

Mail to:

Pacific County Fair
 PO Box 142
 Menlo, WA 98561-0142

PACIFIC COUNTYBOARD OF
 COUNTY COMMISSIONERS

Chair

Commissioner

Commissioner

SEE ATTACHED RECEIPT OF THE FOLLOWING PAYMENT	
Receipt No.	11651
Insurance Certificate Received	yes
Total Paid	\$500.00 (for 2 vehicles)
Building Stored	Goat Barn

OFF SEASON STORAGE RATES October thru April

Up to 20' \$200.00

21'-25' \$250.00

26' and over \$300.00

Additional \$50.00 Power to run heater designed for winter storage in vehicle, RV, trailer, or boats. Heater **MUST** be specifically designed for this type of use. No other equipment will be allowed.

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

Measurement is from tongue ball to the back bumper or boat motor, full length not just the boat!