

**UTAH STATE FAIR
2021- 2022 STORAGE AGREEMENT
155 North 1000 West
Salt Lake City, Utah 84116
(801) 538-8400**

THIS AGREEMENT is made on _____, by and between the UTAH STATE FAIRPARK (“Fairpark”), and

Name: _____ (“Lessee”)

Address: _____

City, State, Zip: _____

Phone: _____

Alternate Phone: _____

Email: _____

IT IS MUTUALLY AGREED:

1. Lessee rents from Fairpark storage space in a barn, located on the grounds of the Utah State Fairpark, with a business address of 155 North 1000 West, Salt Lake City, UT 84116 to store the following item (“Item”):

Make and Model: _____

Serial or License #: _____

State ID: _____

2. Tires shall not be blocked. Lessee shall provide their own jacks and labor if Item needs to be jacked.

3. The storage term (“Term”) commences October 25, 2021 and terminates May 12, 2022. Storage rates are for this entire Term, regardless of whether the renter occupies the space for the entire Term.

4. Lessee shall pay Fairpark seven hundred twenty-five dollars (\$725.00) for the Term, due no later than the time Item is stored. Storage payments will not be refunded or prorated if Lessee opts to store Item for less than the full Term. Each Item that is not removed from Fairpark on or before May 13, 2021, will be charged a penalty of twenty dollars (\$20.00) per day.

5. Lessee shall not assign or sublet any part of the leased space.

6. Fairpark may move Item if it determines it is necessary, in its sole discretion, due to changing building use requirements or in the event of an emergency. Lessee shall leave keys for all motor homes, cars, or other Items with Fairpark operations staff at the time Item is stored. Those who do not leave keys will not be allowed to store Item at Fairpark. If storage facility is deemed unsafe at any time, Lessee may be required to retrieve Item and Lessee will be issued a pro-rated refund.

7. LESSEE ACCEPTS FAIRPARK FACILITIES AS-IS. FAIRPARK MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES RELATING TO FAIRPARK FACILITIES. LESSEE ASSUMES FULL RISK OF LOSS OR DAMAGE FROM ANY CAUSE TO ANY PROPERTY AND SHALL MAINTAIN INSURANCE FOR ANY LOSS OR DAMAGE WHILE AT FAIRPARK Lessee waives on behalf of itself and its insurer any right of subrogation against Fairpark and the State of Utah, their employees, officers, agents and volunteers. Fairpark has no liability for any loss or damage including, but not limited to, loss or damage caused by fire, flood, theft, storm, explosion, or any other cause, to any property belonging to Lessee. Fairpark is not responsible for damage to any Item during storage, moving,

or at any other time while at Fairpark even if damage is caused by Fairpark. Fairpark is not responsible for damage from loss of occupancy or otherwise caused by destruction or damage to a Fairpark facility. LESSEE HOLDS FAIRPARK HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSS AND EXPENSES RELATING TO THIS STORAGE AGREEMENT.

8. If Lessee breaches any term or condition of this Storage Agreement, including the failure to remove Item after the Term, Fairpark may, without notice, take possession of Item until the breach is remedied, sell Lessee's property at public sale following notice to Lessee at the above address, or pursue any other legal or equitable remedy.

9. Lessee is responsible for all damages, losses and expenses caused by Lessee or its agents, and shall indemnify and save harmless the State of Utah, Fairpark, and their officers, agents, employees, and volunteers from and against all loss, damages, injury, liability, and claims, including claims for personal injury or death, damages to personal property, and liens.

10. Lessee shall winterize Item before it is stored at the Fairpark, remove all batteries, and drain and remove fuel.

11. Lessee shall comply with all state and local laws, and Fairpark rules and regulations.

12. Lessee shall pay for all cost of collection, costs relating to its default or breach, including reasonable attorneys' fees.

13. Lessee shall give Fairpark a minimum of 24 hours' notice before picking up Item. Pick-up times are 10:00 a.m. to 3:00 p.m. Monday through Friday. If Lessee desires to pick up Item and return it at a later date within the Term, a fifty-dollar (\$50.00) re-storing fee must be paid at the time Item is stored.

14. Attachment "A" - Standard Terms and Conditions is attached and incorporated as part of this Contract.

By: Lessee

By: Utah State Fairpark

Signed:

Signed:

Date:

Date:

In my absence, I authorize the following individual(s) to pick up my storage item(s):

Name: _____ Phone: _____

Name: _____ Phone: _____

ATTACHMENT A

STANDARD TERMS AND CONDITIONS FOR FACILITY RENTAL (updated December 2020)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Contract”** means the Utah State Fair Corporation Event Rental Agreement, including all referenced attachments and documents incorporated by reference.
 - b) **“Contractor”** means the individual or entity renting the facilities identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - c) **“Utah State Fair Corporation or USFC”** means the Utah State Fair Corporation, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - d) **“Subcontractors”** means subcontractors or sub-consultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, or anyone else for whom the Contractor may be liable at any tier.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Always during this Contract, the parties shall comply with all applicable federal and Utah constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors shall act in an independent capacity and not as officers or employees or agents of USFC or the State of Utah.
5. **INDEMNITY:** Contractor shall be fully liable for the actions of its guests, agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Utah State Fair Corporation and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description relating to this Contract caused by any intentional act or negligence of Contractor, its guests, agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising due to the fault of USFC.
6. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals or holdovers will not apply to this Contract even if listed elsewhere in this Contract.
7. **INSURANCE:** Contractor and subcontractor shall always during the term of this Contract, without interruption, carry and maintain general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor must add USFC as an additional insured with notice of cancellation. Failure to provide proof of insurance is a material breach of this Contract and grounds for immediate termination of this Contract. Contractor shall provide proof of the general liability insurance policy to USFC upon execution of the Contract.
8. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of USFC.
9. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default to the extent the delay or default is caused by circumstances beyond that party's reasonable control, without its fault or negligence, and which could not have been prevented by reasonable precautions, including insurrections or riots; acts of war; acts of terrorism; catastrophic fires, floods, storms, explosions, or earthquakes; major epidemics; quarantines; government orders or actions; strikes causing cessation of work (except for strikes by Contractor's employees); extensive failures in water, electrical power or telecommunication equipment. The impacted party shall give prompt notice of the Force Majeure event to the other party. USFC may immediately terminate this Contract after determining such delay will likely prevent successful performance of this Contract. For clarity, “non-refundable” payments shall not be refunded due to a Force Majeure event.
10. **PUBLICITY:** Contractor shall submit to USFC for written approval all advertising and publicity matters relating to this Contract. It is within USFC's sole discretion whether to provide approval.
11. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
12. **ATTORNEY'S FEES:** In the event of any judicial action relating to this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
13. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in good faith efforts to resolve any dispute.
14. **SURVIVAL:** Termination or expiration of this Contract shall not extinguish or prejudice USFC's right to enforce this Contract with respect to any default.
15. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
16. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
17. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in

advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. USFC and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from USFC or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall USFC be liable to the Contractor for compensation for any services neither requested by USFC nor satisfactorily performed by the Contractor. In no event shall USFC's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to USFC for any damages or claims arising under this Contract.