# UTAH STATE FAIRPARK
# 2026-2027 STORAGE AGREEMENT

155 North 1000 West, Salt Lake City, UT 84116
801-538-8400 | www.utahstatefair.com

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 / Hull #:** _____

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

3. The **storage term ("Term") commences Friday, October 30, 2026 and terminates Friday, April 30, 2027**. Storage rates are for this entire Term, regardless of whether the renter occupies the space for the entire Term.

4. **Lessee shall pay Fairpark eight hundred eighty dollars ($880.00) for the term before Oct 29, 2026. To qualify for the early bird discount rate the executed contract and payment must be received in our offices before 4:00pm on Thursday, October 29, 2026. The storage rate increases to one thousand five dollars ($1,005.00) for the storage period effective October 30, 2026. All contracts and payments received after 4:00pm on the 30th, of October will be subject to the higher storage rate. Payment is due at the time the contract is submitted. 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 April 30, 2027, will be charged a penalty of fifty dollars ($50.00) per day.**

- **Due to overwhelming demand storage is first come first served.**

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 the 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 and turn main battery switch to the off position. In the event there is not a main battery switch, please disconnect the ground wire from the batteries.

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

12. Lessee shall pay for all costs 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 9:00 a.m. to 4:00 p.m. Monday through Thursday, and until 3:00 p.m. on 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 January 2024)**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) ""**Contract**" means the State Fairpark Authority 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) "**State Fairpark Authority, Fairpark, or (SFA)**" means the State Fairpark Authority, 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:** At all times 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 FAIRPARK 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 State Fairpark Authority 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 FAIRPARK.
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 shall at all times 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 FAIRPARK 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 FAIRPARK 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 FAIRPARK.
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. FAIRPARK 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 FAIRPARK for written approval all advertising and publicity matters relating to this Contract. It is within FAIRPARK'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 FAIRPARK'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 any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
17. **PUBLIC INFORMATION**: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). FAIRPARK and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

18. **TERMINATION**: 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. Upon termination for cause, the non-breaching party may exercise any remedy provided by law or equity. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by FAIRPARK, upon fifteen (15) days written termination notice being given to the Contractor. FAIRPARK and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.