

**LANGLADE COUNTY LIVESTOCK PAVILION
STORAGE SPACE LEASE**

THIS AGREEMENT, made and entered into on the date indicated below by and between Langlade County, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee".

- 1) Leased Premises. _____ linear feet of storage space in the Livestock Pavilion.
- 2) Lease Term. The term of this Lease shall be from **November 1st** of the year the Lease is executed **through April 15th** of the following year. The Lease term may only be extended upon the express written approval of the Lessor.
- 3) Rent. Rental rates are calculated at **\$11.00 per linear foot** for the lease term. The Lessee agrees to prepay rent for the lease term on or before **October 15th** of the year the Lease is executed. Rental rates are subject to sales tax.
- 4) Termination. This Lease shall expire at the end of each Lease term and may only be extended or renewed upon the written approval of the Lessor. Upon termination of this Lease, Lessee will be required to surrender the premises in its original condition and remove any personal property.
- 5) Permitted Use for Storage. Lessee is permitted to use the above described property for the purpose of storing motorized and non-motorized equipment. Limit of 5 gallons or less in fuel tank, **NO propane, butane or similar fuel tanks allowed.** Lessee is not permitted to use the leased facilities for any other activities or to store any other items without the written approval of the Lessor. Lessee shall not store hazardous material on the leased premises.
- 6) Access to Leased Premises. The leased premises may be accessed by the Lessee only at times approved by the Lessor. Lessee understands and agrees that any property stored on the leased premises may not be accessible or retrievable until the end of the Lease term.
- 7) Laws and Regulations. The Lessee agrees to observe and obey during the term of this Lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the activities described in this Lease.
- 8) Risk of Loss. Lessee agrees that while Lessee's personal property is located at the Fairgrounds, Lessor (Langlade County, its officers, employees and agents) shall not be liable for any damage to the personal property. Lessee acknowledges that the personal property is not covered by the Lessor's insurance and all risks relating to the presence of Lessee's property on the Fairgrounds shall be borne by the Lessee.
- 9) Indemnification and Hold Harmless. The Lessee agrees to indemnify and hold the Lessor harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions. Lessee agrees that Lessor shall not be responsible or liable for any restrictions to the use and enjoyment of the leased premises due to forces outside the control of the Lessor (such as: acts of war, declared state of emergencies, federal or state regulations, natural disasters, etc.). Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.
- 10) Limitation of Liability. IN NO EVENT SHALL LESSOR, LANGLADE COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND IN THE EVENT OF A BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDE

THIS AGREEMENT AND THE LESSEES'S EXCLUSIVE REMEDY SHALL BE LIMITED TO A RETURN OF FEES PAID UNDER THIS AGREEMENT.

11) Lessee Insurance and Liability. It is the responsibility of Lessee to maintain insurance coverage for all personal property stored within the premises subject to this Lease. **Lessee shall file proof of insurance with Lessor.** Lessee shall be responsible for any damage to the leased premises attributed to the acts and/or omission of Lessee or its guests, invitees or agents. Lessee shall not alter the leased premises in any way.

12) Maintenance of Leased Premises. Lessor will maintain the Livestock Pavilion which houses the leased premises in a good and safe condition for the purposes described in this Lease.

13) Lessor's Right of Entry. The Lessor reserves the right to enter upon the leased premises at any time. Lessee grants Lessor the right to relocate the stored equipment to another area of the Fairgrounds in case of emergency or as may be necessary in order to assist Lessee in reclaiming stored equipment.

14) Outside Storage Prohibited. Lessee shall not store any items outside of the leased premises

15) Lease Transfer Prohibited. The Lessee may not, at any time during the time of this Lease, assign or transfer this Lease or any interest contained, without the consent of the Lessor.

16) Abandonment of Property. By entering into this Agreement, Lessee waives any statutory procedures that may apply to the disposal of Lessee's property including but not limited to Sec. 704.90, Wis. Stats. If Lessee fails to remove property thirty (30) days after the effective date of expiration or termination of this Lease, then Lessee understands and agrees that such property will be deemed abandoned with full and complete title to said property vesting in Lessor. Lessee further agrees that Lessor may dispose of any property deemed abandoned by Lessee in any manner as may be determined solely by the Lessor.

17) Entire Agreement. This Agreement represents all the promises and covenants by and between the parties and any revisions to this Agreement require the separate written acknowledge of both parties.

THIS AGREEMENT shall take effect upon the signatures of the parties.

LESSOR: LANGLADE COUNTY

1635 Neva Road
Antigo, Wisconsin 54409
715-627-6307

By: _____

Date: _____

LESSEE: _____

Address: _____

Phone: _____

By: _____

Date: _____

EMAIL: _____

Type of Unit: _____

_____ Motorized

_____ Non-Motorized