

AGREEMENT FOR STORAGE OF PERSONAL PROPERTY  
AT THE LANGLADE COUNTY FAIRGROUNDS

Purpose: The purpose of this Agreement is to set forth the terms and conditions upon which the Fairgrounds Promotional Committee (Public Property Committee) hereinafter "County" agrees to allow "Licensee" to store personal property within the buildings or upon the grounds of the Langlade County Fairgrounds located at 1633 Neva Road, Antigo, Wisconsin.

Identification of Personal Property: A description of the Licensee's property that is subject to this Agreement and its general storage location at the fairgrounds is attached and incorporated by reference herein.

Storage Fees: As long as this Agreement is in effect and in good standing, the Licensee will not be charged a fee to store the identified personal property at the identified location.

Term of Agreement: The County may terminate this Agreement at its own discretion. Upon termination of this Agreement, Licensee shall be required to remove any personal property from the fairgrounds thirty (30) days from the date notice is sent by regular mail to the address provided by Licensee.

Storage Terms and Conditions:

*Assumption of Risk:* Licensee acknowledges and assumes any and all foreseeable and unforeseeable risks associated with and/or related to the activities described in this Agreement, including but not limited to: personal injury, property damage or loss, and loss of life.

*Waiver of Liability and Hold Harmless:* While the personal property is located at the Fairgrounds, Licensee agrees that Langlade County, its officers, employees and agents shall not be liable for any damage to the personal property. Licensee acknowledges that the personal property is not covered by the County's insurance and all risks relating to the presence of Licensee's property on the Fairgrounds shall be borne by the Licensee.

*Indemnification and Hold Harmless:* Licensee agrees to indemnify and hold the County 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 Licensee, or Licensee's agents, and from all loss or damages by reason of such acts or omissions. Lessee further agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the County in enforcing the terms of this Agreement.

*Limitation of Liability:* IT IS UNDERSTOOD THAT IN NO EVENT SHALL 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 THAT MAY ARISE FROM THIS AGREEMENT.

*Disclaimer of Warranty and Liability:* Licensee understands that the County does not guarantee that the buildings and/or grounds where licensee's property may be stored are secure.

*Attachment Prohibited:* Licensees agrees that personal property shall not be attached by any means to buildings or grounds. Licensee agrees that in the event that its property becomes physically attached to the buildings or grounds without the express written consent of the County, then the property is no longer covered by this Agreement and by such attachment, the attached property becomes the property of Langlade County as the landowner.

*Access to Property by Licensee:* Licensee shall be granted access to the property subject to this Agreement during the times for setting up scheduled events. Access may be granted to access personal property at other times by contacting the Maintenance Department.

*Access to Property by County:* Licensee agrees to provide County with access to any personal property stored at the fairgrounds, including but not limited to a complete set of keys for any vehicle or structure. Any property stored under this agreement must be movable (i.e., motor vehicles must be in operable condition at all times).

*Compliance with Laws:* Licensee agrees to comply with all applicable laws and regulations that may pertain to the property subject to this Agreement. Licensee shall not store hazardous materials or materials that constitute a public health hazard.

*Abandonment:* Licensee agrees that any property remaining thirty (30) days after the term of this Agreement may be deemed abandoned at the discretion of the County. Licensee agrees that if the County declares the property abandoned, then full and complete title will be transferred to the County and any abandoned property may be disposed of at the discretion of the County.

*Storage/Disposal fees:* Licensee agrees to reimburse the County for any expenses associated with the storage and disposal of any personal property remaining after the term of this Agreement.

Attestation: The undersigned agrees to the terms and conditions contained with this Agreement and by executing this Agreement, undersigned represents that he/she is duly authorized to represent and bind the owners interests in property stored at the fairgrounds, whether that interest is held individually or collectively.

By: \_\_\_\_\_

Licensee requests that all notices be sent to the following address:

\_\_\_\_\_  
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