Chesterville & District Agricultural Society (Facility Owner) Winter Storage Contract 2022-2023

Storage Dates: Vehicles into Exhibition Hall: Saturday, October 22nd, 2022, 8:00 a.m. to noon And Saturday, October 29th, 2022, 8:00 a.m. to noon **IF SPACE IS AVAILABLE**

Motorhomes/RV's/Boats into Cattle Barn Saturday, October 22nd, 2022, 8:00 a.m. to noon

And Saturday, October 29th, 2022, 8:00 to noon IF SPACE IS AVAILABLE

Removal Date: Saturday, May 6th, 2023, 8:00 a.m.

Rates: Trailers/Boats/Campers: \$11.00 per foot + tax, Minimum Charge: \$50

Cars/Trucks/Motor Vehicles: \$150 per vehicle + tax

Rates are for storage season. Rate is non-refundable.

Please make cheques payable to Chesterville & District Agricultural Society

Debit/Credit Card will not be accepted. Bank Machines are located within the Village of

Chesterville

Rules and Regulations:

1. Applications are considered on a first-come, first served basis for available space. All units will be measured on arrival – includes trailer tongue etc. – to the nearest foot.

- 2. No hazardous materials, illegal substances, firearms or explosives (camp fuel, butane, etc.) may be stored in the facility. i.e. propane tanks must be removed and batteries must be disconnected.
- 3. All winterizing of units must be completed prior to the time they are parked in the storage building.
- 4. A fee will be charged for each unit not removed on the removal date.
- 5. Any unit remaining in storage after the removal date may be moved out when the building is needed. This will be at the owners risk and expense.
- 6. There will be no access to units until removal date.
- 7. Care will be taken when storing your unit(s); however, the Chesterville & District Agricultural Society accepts no responsibility whatsoever for damage or loss. A copy of your proof of current insurance coverage must be attached to this agreement when the unit is delivered. Comprehensive insurance is mandatory Should your policy renew before the removal date, please send new proof of insurance to info@chestervillefair.com.
- 8. Facility owner(s) shall include its elected and appointed officers and directors, officials, employees, members, agents and volunteers.
- 9. It is understood that and agreed between the Facility Owner(s) and the owner of the unit that Facility owner is making no representations or warranties that the Winter Storage Site is suitable for the unit to be stored.
- 10. The Unit Owner shall have the use in common with others to store his/her unit in the Storage Site on the day and time set for storage and removal and s/he shall undertake and agree that he will inform all guests, visitors, family members or other persons attending with the Unit Owner of all of the conditions associated herewith and the unit owner shall indemnify and save harmless the Facility Owner for any claim of every kind or nature whatsoever by any of them.

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

The undersigned hereby agrees that in consideration of my use of the "facility owner" storage space (the "storage"), | hereby agree to indemnify and hold harmless the "facility owners", its elected and appointed officers and directors, officials, employees, agents and volunteers from any and all causes of action, claims, liabilities, obligations, judgments, losses or damages, including reasonable attorney fees and costs of litigation ("claims") arising out of, or in connection with, my use of the storage. | further agree that neither |, nor any of my assignees, heirs, guardians, conservators or legal representatives will make any claim against the "facility owner" arising from my use of the storage.

The undersigned further recognizes the inherent risks of damage to, or loss of, any property associated with my use of the storage, arising from any cause whatsoever including, but not limited to: fire, wind, storm, snow, accident, theft, vandalism, water damage, mysterious disappearance, insects, rodents, acts of God, or the active or passive acts or omission or

negligence of the "facility owner". The undersigned acknowledges such risks and hereby agrees to use the storage at my sole risk.

| acknowledge the "facility owner" does not have insurance which applies to any property damage or loss whatsoever that that | may suffer arising from my use of the storage. | acknowledge | have the appropriate insurance in place and that | am solely responsible for obtaining any insurance desired at my own expense. | understand that the above rules and regulations apply and that breaking any rules will result in the cancellation of my storage rental and forfeiture of my full storage payment. | also accept the terms of the Release of Liability, Waiver and Assumption of Risk above. | further warrant that |[Ave are the owner of the unit being stored.

| further confirm and warrant that | have insurance coverage for my unit and for any damage foreseen or unforeseen which | or any person assisting me towards any other unit located in this facility.

Reminder: 1st in is last out. If you were last in, PLEASE be there by 8:00 a.m. on May 6th, 2023. **Please Print:** Name:______ Phone Number:_____ Address:______PC:____ Signature of Owner:_____ Email:_____ Copy of Insurance Slip is required Unit(s) being stored: Make Model License # Office Use Only: Cheque #:_____ Cash:____ Amount: \$_____ Date:_____

Proof of Insurance Received