

## **Franklin County Field Days**

### **Information Contact Sheet**

**Drop off Date:**

Day      Month      Year

**Name:**

**Address:**

**City:**

**State:**

**Zip:**

**County:**

**Phone:**

**Email:**

**Type of Unit to be Stored:**

**Boat**

**Car**

**Truck**

**Camper/RV**

**Make:**

**Model:**

**Length of Car/Truck/RV or Trailer/Camper (hitch to end):**

**Copy of Drivers License of Owner:**

**Copy of Certificate of Insurance:**

## COLD STORAGE LEASE

THIS AGREEMENT, made and entered into in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_, between Franklin County Field Days, Inc., a Vermont Corporation with an office and principal place of business in Highgate, Franklin County, Vermont, of first part, hereinafter known as Lessor, and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ County, Vermont of the second part, hereinafter known as a Lessee, who is warranted and certified as the full and complete title holder of the below described property.

### WITNESSETH:

The premises covered by this agreement are described as follows:

Being cold storage space approximately \_\_\_\_\_ feet, by \_\_\_\_\_ feet in size located at the site of the Franklin County Field Days on the Airport Road in the Town of Highgate.

The Lessor, in consideration of the covenants and agreements herein contained to be kept and performed by the Lessee, has agreed to lease to the Lessee and does hereby lease to the lessee: and the Lessee, in consideration of the covenants and agreements herein contained to be kept and performed by the lessor, has agreed to take from the Lessor, and does hereby take from the Lessor, the premises above described to be used by the Lessee as cold storage space for the following described personal property \_\_\_\_\_ for a term of seven months to commence on the \_\_\_ day of October, 2021, until the 1st of May, 2022, at the total rental of **Twelve Dollars** per foot per the length of the personal property being stored. (i.e., automobile, boat, motor home, etc.), payable in full in advance by the Lessee upon the execution of this agreement.

It is further agreed that if holdovers occur and any property remains on the premises after 5:00 p.m. local time on May 1st, then in that event, the Lessee shall pay the Lessor, prior to the time the property is removed, an additional fee of Ten Dollars per day for each day, or part thereof, that the said property remains on the premises after 5:00 p.m. local time May 1st. Any property remaining on the premises at 5:00 p.m. on May 30th shall be considered by all parties as being conclusive and irrefutable evidence that the property is abandoned.

If any property is abandoned by the Lessee, the Lessor shall give written notice to the Lessee, mailed to the Lessee's address by certified mail, return receipt requested, that the Lessor intends to dispose of the property after sixty days if the Lessee has not claimed the property and paid the above stated additional daily storage fees. The Lessor may remove the property at the sole risk and expense of the Lessee from the actual original rented location upon abandonment, but shall the property in a safe, dry, secured location. The Lessor may dispose of any trash, garbage or refuse left by the Lessee. The Lessee may claim the property by providing the Lessor with the following within sixty days after the date notice is deposited in the United States mail:

- a) A reasonable written description of the property; and,
- b) Payment of the additional storage fees and all related expenses and costs incurred by the Lessor by cash or certified bank check.

If the Lessee does not claim the property within the required time, the property shall become the property of the Lessor, free and clear of the interest of the Lessee or anyone claiming by or through them, him or her. If the Lessee claims the property within the required time, the Lessor shall make the property available to the Lessee at a reasonable place and time, and the Lessee shall take possession of the property at that time and place upon satisfaction of the above noted requirements for identification and payment.

If the Lessee fail to claim the property and title to the property becomes vested in the Lessor as above set forth, the Lessor shall thereupon dispose of the property at public auction after publishing notice of the auction in a newspaper of general circulation in Franklin County, Vermont, at least on time not more than fifteen days prior to the auction and by giving notice by first class mail of the auction to the Lessee at the Lessee's address as endorsed on this Agreement. The Lessor shall keep the entire proceeds of any such auction after payment of its cost and expenses.

It is hereby further mutually understood and agreed that this instrument shall apply to and bind the mortgagees, lien holders, heirs, legal representatives, successors, assigns or grantees, as the case may be, of each of the parties hereto. The within-demised premises shall be used and occupied by the Lessee only and shall not be sublet.

It is hereby further mutually understand and agreed that during the term of this Lease the Lessee shall maintain, so-called "renters property loss insurance" and "renters liability insurance" or similar insurance covering all of his/her/their possessions in the case of loss by fire or other hazard and protecting him/her/them and the Lessor from loss on account of any personal injury or property damage which might result to anyone arising out of any liability claim and shall, in addition, indemnify and hold the Lessor harmless therefrom. Any insurance maintained by the Lessor shall offer no protections to the Lessee for such eventualities described in the preceding sentence, and the Lessee must maintain his/her/their own insurance.

During the term of this lease, the Lessor agrees to keep the property secure; however, it is understood and agreed that this is cold storage only and is not patrolled or inspected periodically by the Lessor. The Lessor assumes no liability whatsoever for any loss

or losses, claims, causes of action, damages, injury, costs or expenses which may occur to the stored property or to the Lessee or anyone from any source whatsoever, and by executing this Agreement, the Lessee hereby agrees to indemnify and hold the Lessor harmless from and such loss, losses, claims causes or actions, damages, injury, cost or expenses whatsoever. Neither the Lessor or Lessee will permit or suffer upon the premises any illegal act nor any act or thing deemed extra hazardous on account of fire.

In case the premises, during the term hereby created, shall be destroyed or materially damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfair for the Lessee as storage unit, then the Lessor shall reimburse to Lessee a just proportionate share of the total rental according to the nature and extent of the damage sustained, and this rental agreement may be terminated by the Lessor or Lessee. If terminated, the Lessee shall immediately remove the property from the premises.

Any notice provided for to be given by this instrument shall be deemed properly served on the party to whom it is to be given if the same is sent to said party in a sealed postpaid envelope, addressed to said party as the address appears in this instrument, by certified or registered mail (or first class mail as may be above specified), and the time of the mailing of said notice shall be deemed to be the time of its service.

To Lessor:

Franklin County Field Days  
% Fernand Gagne  
4956 U.S. Route 7  
Swanton, Vermont 05488

To Lessee: \_\_\_\_\_

The Lessee shall reimburse the Lessor for all its costs, expenses and fees including, but not limited to its actual attorney fees associated with or arising or resulting from any actions or effort to enforce any term or provision of this Agreement.

This is a binding contract upon the parties hereto and their respective mortgagees, lien holders, heirs, personal representatives and assigns, and shall be interpreted in accordance with the laws of the State of Vermont. No changes or amendments to this Lease shall be valid unless they are signed by all parties and dated. Time is of the essence for all dates specified in this Lease. If the Lessor, in the event of any failure by the Lessee to abide by the terms and conditions of this Lease, does not declare this Lease to be in breach or default, the Lessor may declare, at its sole option, any subsequent failures to be a breach or default of this Lease.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

IN PRESENCE OF;

FRANKLIN COUNTY FIELD DAYS, INC.

\_\_\_\_\_  
(Print Name of Lessee)

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

\_\_\_\_\_  
(Signature of Lessee)

Duly Authorized Agent, Lessor