

FRANKLIN COUNTY AGRICULTURAL SOCIETY

P.O. Box 6, Hilliard, Ohio 43026
mail@fcfair.org (614)876-7235

Outdoor Parking Agreement

This Agreement is made this ____ day of _____ 20 ____ between the Franklin County Agricultural Society, Inc. of the City of Hilliard, County of Franklin, State of Ohio,

hereinafter referred to as the "AGRICULTURAL SOCIETY," and _____
residing at _____
in the city of _____, state of Ohio, with zip code _____,
in the county of _____, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the Agricultural Society is the owner of the Franklin County Fairgrounds located in Hilliard, Ohio; and,

WHEREAS, the Franklin County Fairgrounds has a gated parking area and

WHEREAS, the Agricultural Society is desirous of making this area available to individuals or persons for parking purposes; and

WHEREAS, the Owner desires to park the following described property, hereinafter referred to as "PROPERTY," in a parking facility located on the Franklin County Fairgrounds.

Item _____

- License Tag No. _____
- Ohio Watercraft No. _____
- Boat Trailer Plate No. _____

Make _____

Color _____

Year _____

Total Length of vehicle _____

Vehicle ID No. _____

NOW THEREFORE, in consideration of the mutual promises, agreements, and covenants contained herein, and in consideration of the foregoing premises, the parties hereto agree as follows:

1. That this Agreement shall be effective commencing on the _____ day of _____, 20____ and shall continue in full force on a month-to-month agreement.
2. Owner agrees to pay the Agricultural Society a non-refundable monthly payment of \$_____ unless otherwise provided herein, for the use of the parking facility as above mentioned, the receipt of which is hereby acknowledged. Owner shall pay a key fob deposit of \$_____ which shall be refundable upon return of the fob. Lost fobs may be replaced upon Owner's payment of a \$25.00 fee.
3. All rent shall be paid in advance and due by the first day of the month. If the monthly payment isn't received by the 15th of the month, there will be a 10% penalty added to the account and the key fob disabled. A \$25 charge and full payment is required to activate key fob.
4. If payment isn't received within 15 days of the due date, then the Agricultural Society *may* issue a 48-hour notice as provided below in #12.
5. This Agreement shall renew from month-to-month if Owner's monthly payment is made on time, but can be canceled at any time by the Agricultural Society.
6. Owner's interest in this agreement, and any real property associated with or conveyed herein, is as a licensee and not as a tenant. Owner's license shall be revocable by the Agricultural Society for failure to adhere to rules and regulations pertaining to the license. The parties agree to be bound by any rules or regulations promulgated by the Agricultural Society even if said rules and regulations are approved after this date.
7. Owner will maintain their property in good working order. Good working order includes, but is not limited to, having a valid registration and license plate, full tires, and being operable and mobile.
8. The gated parking area is Intended to be a parking area allowing Owners to access their property with the ability to move said property in and out of the gated parking area at any time they desire and is not intended as a storage facility. The accumulation of trash or unsightly junk in or around the Owner's property is prohibited.
9. The Agricultural Society may terminate this Agreement if Owner's conduct or property affect the health or safety of employees of the Agricultural Society.
10. It is the owner's responsibility to winterize and provide additional security measures to their property. The Agricultural Society makes no warranty with respect to any security measures on the premises.
11. This contract is non-transferrable. Owner's agreement is for the above listed item only.
12. That Owner agrees that upon execution of this agreement and the monthly payment of the sum set forth herein. Owner will deliver the property to the Agricultural Society at the parking area listed above and affix the permit sticker to the hitch or back bumper. Owner will provide a picture of their item to the Agricultural Society.
13. If Owner breaches this Agreement, they will be given 48 hours' notice by email or text, as determined by the Agricultural Society, to remove their property from the fairgrounds and return their fob. Upon Owner's failure to abide by the 48-hour notice,

the Agricultural Society may deem a material breach of this Agreement and remove Owner's property (under R.C. 4513.60 and any other laws) and the Owner will pay the cost of such removal.

14. Owner is storing Owner's property at Owner's own risk of any fire, theft, or damage to the property or to the contents of the same. Owner shall hold the Agricultural Society harmless for any damage to Owner's property. Owner shall indemnify the Agricultural Society to the extent the Agricultural Society is liable for any damage to Owner's property and to the extent that the Agricultural Society incurs any liability as a result of allowing Owner's property in the parking area.
15. The Agricultural Society may terminate this Agreement for any reason by providing 14 days' notice to the Owner.
16. The Owner shall indemnify and save harmless the Agricultural Society from and against any and all claims, liabilities, damages, or losses to persons or property which may arise or grow out of the parking of Owner's property by the Agricultural Society or out of any act or omission of Owner's employees or agents. If the Agricultural Society, without fault of its part, is made a party to any litigation brought by or against Owner for any acts or omissions arising out of the parking of Owner's property or out of this Agreement, then Owner shall pay all costs, attorney fees, and expenses of the Agricultural Society and in all other ways indemnify the Agricultural Society against all claims and damages.
17. In the event the property which is the subject of this Agreement is damaged or destroyed by any cause whatsoever while in the possession of the Agricultural Society, Owner bears all risk of loss and Owner shall maintain at Owner's option all necessary insurance on the property parked; it being specifically understood that the Agricultural Society does not have and will not obtain insurance on the property and that the Agricultural Society is only furnishing a parking area. The Agricultural Society does not and will not furnish personnel to police the facility against theft or any other hazards.
18. Owner represents to the Agricultural Society that Owner has the legal right and authority to enter into this Agreement and that the property shall not be transferred or redelivered during the term of this Agreement to any person or corporation without prior written consent of Agricultural Society.
19. This Agreement may be amended only by the mutual consent of the parties hereto in a writing to be attached hereto, incorporated herein and made a part of this Agreement.
20. This Agreement shall be governed by the laws of the State of Ohio.
21. This Agreement is not assignable unless the parties agree in writing.
22. If any part of this Agreement is found invalid such invalidity shall not affect the remaining provisions, but the same shall remain in full force and effect as though such invalid provision had not been contained herein.
23. All notices to the Agricultural Society shall be sent by certified mail, return receipt requested, addressed to the Franklin County Agricultural Society, P.O. Box 6, Hilliard, Ohio 43026, or at such other address as the Agricultural Society shall designate in writing. All notices to Owner concerning this agreement may be sent by certified mail or email at the addresses indicated below. Notices shall be deemed given when mailed in accordance with this paragraph. Owner shall advise Agricultural Society in writing of any change of address, change of telephone numbers or change of email address.

- 24. Failure by any party to enforce any right under this Agreement shall not be considered waiver of that right.
- 25. This writing represents the entire agreement between the parties.
- 26. The prevailing party in any dispute involving this Agreement shall be entitled to reasonable attorney fees, costs, and expenses.

IN WITNESS THEREOF, the parties have hereunto set their hands to multiple copies hereof on the date and the year first above written.

Cell Phone Number _____

2nd Phone Number _____

Full Address _____

Email _____

Driver's License Number _____

OWNER Signature _____

FRANKLIN COUNTY AGRICULTURAL SOCIETY, BY: _____

Permit number _____

Key fob _____

Parking space number _____

Once permit is applied send picture to mail@fcfair.org

_____ Provided Picture

_____ Permit affixed to the hitch or the back bumper

Updated 4.6.22