

# LAWN TRACTOR STORAGE AGREEMENT

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## Illinois District of American Turners (aka "Illinois Turner Camp") Lawn Tractor - Storage Agreement

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THIS AGREEMENT (hereafter "Agreement") is made by and between the Illinois District of American Turners (hereafter "LESSOR") and \_\_\_\_\_ (hereafter "LESSEE").

### WITNESSETH:

WHEREAS, LESSEE desires to store its lawn tractor (hereafter "Lessee's Property") at Illinois Turner Camp, Algonquin, Illinois during the winter storage period of identified in Paragraph 4 below (hereafter "Winter Storage Period"); and

WHEREAS, LESSOR agrees to allow LESSEE to store Lessee's Property, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

1. LESSOR'S Name and Address:  
Illinois District of American Turners  
P. O. Box 211  
Fox River Grove, IL 60021  
Email for Notices: itcfeedback2@gmail.com

2. LESSEE'S Name, Address and Phone Number:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

3. LESSEE'S PROPERTY DESCRIPTION:

YEAR: \_\_\_\_\_

MAKE/MODEL: \_\_\_\_\_

4. TERM: LESSEE shall store Lessee's Property for the Winter Storage Period commencing on October 15, 202\_\_\_\_ (hereafter "Commencement Date") and expiring on April 30<sup>th</sup> of the

subsequent year (hereafter "Expiration Date"). LESSOR may, at its option, allow LESSEE to begin storing specific property on the Premises a maximum of thirty (30) days prior to the start of any storage period provided that the Storage Agreement and Storage Fee are paid on or before dropping off Lessee's Property. There are no fractional storage periods. LESSOR reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to LESSEE.

5. STORAGE LOCATION: Lessee's Property shall be stored (INSIDE) (OUTSIDE) at the \_\_\_\_\_  
(hereafter "Premises"). **Lessee's Property is not allowed in an indoor or outdoor storage area prior to payment of the Storage Fee.**

6. EVIDENCE OF AUTHORIZED STORAGE: LESSEE agrees to affix a label (hereafter "Authorized Storage Tag") provided by LESSOR on or after receipt of the Storage Fee to a visible part of Lessee's Property. The Authorized Storage Tag is not transferable to another party, and a new Authorized Storage Tag shall be issued for each storage period.

7. STORAGE FEE: The Storage Fee shall be **payable at the time of storage or in advance** at the rate designated below for the agreed upon storage location in Paragraph 5 above. Failure to sign the Storage Agreement and pay the Storage Fee prior to dropping Lessee's Property on the Premises will result in assessment of a \$100.00 fine.

- \_\_\_\_\_ Indoor Storage - \$ \_\_\_\_\_
- \_\_\_\_\_ Outdoor Covered Storage - \$ \_\_\_\_\_

The Storage Fee shall not be prorated for any reason and must be paid in the form of a personal or bank check made payable to the Illinois District of American Turners and sent to ITC Treasurer, Illinois District of the American Turners, PO Box 211, Fox River Grove, IL 60021 or deposited into the locked ITC mailbox at the front gate of the Premises. **NO CASH WILL BE ACCEPTED.** Any check that is returned for any reason will result in a \$50 processing fee and may result in the immediate termination of this Agreement at LESSOR'S sole and absolute discretion. In the event of such termination, LESSEE shall remove Lessee's Property from the Premises within five (5) days of receipt of LESSOR'S notice of termination.

8. SECURITY AND LIABILITY: LESSEE understands and agrees that LESSOR does not provide any security system for the Premises. Lessee's Property shall occupy the Premises entirely at the risk of LESSEE. LESSOR is not responsible for carrying any insurance covering Lessee's Property. LESSEE is responsible, at its expense, to obtain insurance for Lessee's Property stored at the Premises, at its discretion. LESSEE hereby releases LESSOR, and all its officers, directors, cottage owners, agents and employees from any loss, damage, claim or injury resulting from any casualty, theft or other occurrence on or about the Premises.

9. PERMITTED USE: The Premises shall be used for the purpose of storing Lessee's Property and no other purpose. LESSEE shall not perform any type of maintenance or repairs on Lessee's Property while it is stored on the Premises.

10. MOVEMENT OF LESSEE'S PROPERTY: LESSEE expressly provides authorization to LESSOR to move Lessee's Property for the purpose of allowing other lessees to access or store their property. LESSEE understands and agrees that LESSOR, Illinois Turner Camp, and/or any of their employees, Council members or Committee members shall not be

responsible or held liable in any manner for the destruction, loss or damage to Lessee's Property as a result of moving Lessee's Property.

11. ASSIGNMENT AND SUBLEASE: LESSEE shall not assign, sublease or in any manner transfer this Agreement to any other party or attempt to assign or transfer this Agreement. Any such assignment, sublease or transfer without LESSOR'S prior written consent, which consent may be withheld in LESSOR'S sole and absolute discretion, shall be void and without legal effect and shall constitute grounds for immediate termination of the Agreement.

12. DAMAGE OR DESTRUCTION: In the event the Premises are partially or totally destroyed as a result of a natural or man-made disaster or by fire or other casualty, LESSOR may, at its option and in its sole discretion, repair the Premises or terminate this Agreement. LESSOR, and all its officers, directors, cottage owners, agents and employees shall not be responsible or held liable in any manner for the destruction, loss or damage to Lessee's Property as a result of a fire or other casualty which damages or destroys all or any portion of the Premises and/or its contents.

13. COVENANT TO HOLD HARMLESS: LESSEE shall indemnify and hold harmless LESSOR, and all its officers, directors, cottage owners, agents and employees, and the State of Illinois, and the United States.

14. SURRENDER: LESSOR shall notify LESSEE when Lessee's Property must be removed from the Premises which shall be on or about the last two (2) weeks of April or as otherwise directed by LESSOR. LESSEE understands and agrees that once Lessee's Property is placed into storage on the Premises, Lessee's Property shall not be removed until notified by LESSOR as provided in the immediately preceding sentence. On or before the Expiration Date, LESSEE shall remove Lessee's Property from the Premises. If this Agreement is terminated for any reason, LESSEE shall remove Lessee's Property from the Premises on or before the termination date in LESSOR's notice. If, following the expiration or termination of this Agreement, LESSEE fails to remove Lessee's Property, and if such failure continues for five (5) days after the date of written notice to LESSEE, then LESSEE shall be deemed to have abandoned the property and shall cease to have any rights thereto. LESSOR shall have the right to remove Lessee's Property and to dispose of it in any manner determined by LESSOR in its sole and absolute discretion. In the event there is a disposal fee incurred by LESSOR, LESSEE shall reimburse LESSOR for the disposal fee upon receipt of an invoice therefor.

15. GOVERNING LAW: This Lease shall be governed by, and construed in accordance with, the laws of the State of Illinois.

16. SEVERABILITY: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. NO WAIVER OF DEFAULT: No delay or omission of LESSOR to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. Every power and remedy given by this Agreement to LESSOR shall be exercised from time to time and as often as may be deemed expedient in the sole and absolute discretion of LESSOR.

18. SUCCESSORS AND ASSIGNS: All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any and all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. NOTICES: Any notice required hereunder shall be deemed delivered to the parties at their addresses in Sections 1 and 2 above on the date the notice is hand-delivered, five (5) days after posting in the United States mail if sent by first class mail, or two (2) days following depositing with an overnight delivery service.

20. AUTHORITY: All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

21. ENTIRE AGREEMENT: This Agreement sets forth all the covenants, promises, conditions, and understandings between LESSOR and LESSEE concerning the storage of Lessee's Property on the Premises. This Agreement supersedes any past covenants, promises, agreements, conditions, or understandings, either oral or written. No alteration, amendment, change, or addition to this Agreement shall be binding upon LESSOR or LESSEE unless in writing and signed by both parties to this Agreement. The parties agree that they shall rely solely upon the terms of this Agreement to govern their relationship. They further agree that reliance upon any representation, act, or omission outside the terms of this Agreement shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

IN WITNESS WHEREOF, LESSOR and LESSEE have agreed to all covenants, promises, conditions, and understandings as stated in this Agreement.

LESSOR:

ILLINOIS DISTRICT OF AMERICAN TURNERS

By \_\_\_\_\_  
Title \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

LESSEE:

\_\_\_\_\_  
Dated: \_\_\_\_\_, 20\_\_