

FRANKLIN COUNTY AGRICULTURAL SOCIETY  
P.O. Box 6, 4100 Columbia St., Hilliard, Ohio 43026  
(614) 876-7235 [CountyFairFranklin@gmail.com](mailto:CountyFairFranklin@gmail.com)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the Franklin County Agricultural Society, of the City of Hilliard, County of Franklin, State of Ohio hereinafter referred to as the "AGRICULTURAL SOCIETY" and the following named owner, \_\_\_\_\_ residing at \_\_\_\_\_ in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of Ohio 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 contains numerous buildings and miscellaneous structures which are not used by the Agricultural Society between November and March; and  
WHEREAS, the Agricultural Society is desirous of making certain of these buildings and structures available to individuals or persons for indoor 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.

\*Type of Property \_\_\_\_\_

- License Plate No. \_\_\_\_\_
- Ohio Boat Registration No. \_\_\_\_\_
- Boat Trailer Plate No. \_\_\_\_\_

\*Make \_\_\_\_\_

\*Color \_\_\_\_\_

\*Year \_\_\_\_\_

\*Vehicle ID No. \_\_\_\_\_

\*Total Length (ex: from the hitch to the bumper) \_\_\_\_\_

Location/Name of Building \_\_\_\_\_

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. This Agreement shall be effective commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall continue in full force and effect until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and the Owner agrees to pay the Agricultural Society a **non-refundable sum** of \$\_\_\_\_\_ unless otherwise provided herein, for the use of the parking facility as above mentioned, the receipt of which is hereby acknowledged.
2. All rent shall be paid in advance. Owner's interest in this agreement 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, for failing to remove the property at the conclusion of the term of this agreement or for any other reason effecting the health or safety of employees of the Agricultural Society caused by Owner or Owner's property shall also be grounds for revocation of the license to park Owner's property.
3. Owner agrees that upon execution of this agreement and payment of the sum set forth herein. **Owner will deliver the property to the Agricultural Society at the parking facility listed above on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**
4. Upon expiration of this Agreement the Agricultural Society shall redeliver the property to Owner by making it available for pick up at the above-described location or at such other location as designated by the Agricultural Society.
5. **If the property is not claimed and removed by owner as provided above, then it at the discretion of the Agricultural Society to either dispose of the property with all costs being assessed to Owner or a daily fee of \$20 per day will accrue beginning the next day, all fees must be paid before the property would be released.**
6. **This agreement is subject to Revised Code sections 5322.01 through 5322.05.**
7. **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.**
8. Owner agrees that the property delivered for parking will be winterized or otherwise prepared by Owner for parking in a manner prescribed by the Agricultural Society, including but not limited to **removing propane tanks and removing hitch locks. No use of electricity is permitted during the parking period.**
9. **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 of Owner's employees or agent.** 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.
10. **That 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 understands that Owner bears all risk of loss and that the 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 facility which is secured by conventional locks and that the Agricultural Society does not and will not furnish personnel to patrol the facility against theft or other hazards.**

11. 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 the Agricultural Society.
12. In the event that the parking facility or any substantial part thereof in which Owner's property is parked shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or other casualty or by the action of any public authority then this agreement may be terminated at the election of the Agricultural Society, such election to be made by giving written notice to Owner thirty (30) days after such damage, destruction, or taking and the Agricultural Society agrees to refund pro-rata the balance of any parking payments; and , further, if during the term of this Agreement any law, regulation, or rule is passed or adopted that effects the ability of the Agricultural Society to have the aforementioned property on its fairgrounds or in the designated indoor parking facility then Owner agrees to immediately, upon notice, remove the property and the Agricultural Society agrees to refund pro-rata the balance of any parking payment.
13. 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.
14. This Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement is not assignable unless the parties agree in writing.
16. 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.
17. 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 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.**
18. Failure by any party to enforce any right under this Agreement shall not be considered waiver of that right.
19. This writing represents the entire agreement between the parties.
20. The prevailing party in any dispute involving this Agreement shall be entitled to reasonable attorney fees, costs, and expenses.
21. **If access to the property is requested after it has been parked, there will be a \$25 access fee per visit.**

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

Signature of  
OWNER \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_ (if you are unable to be reached)

Driver's License Number \_\_\_\_\_

Email Address \_\_\_\_\_

- Provided the Declaration page of proof of insurance (show vehicle and current coverage)
- I have an outdoor parking contract and would like to reserve my space for when my property is released from indoor parking.
  - \$100 – for property 25 feet or less
  - \$125 – for property over 25 feet
- \$25 access fee per visit
- I understand that the pick-up date is April 1, 2023.** Vehicles are blocked and can't be released early. After that date, vehicles will accrue daily late fees that must be paid before vehicle will be released as per the above contract.

**FRANKLIN COUNTY AGRICULTURAL SOCIETY**

By \_\_\_\_\_

Date \_\_\_\_\_

Indoor Parking Total \$ \_\_\_\_\_  
Outdoor Parking Hold \$ \_\_\_\_\_  
Access fee \$25 per \$ \_\_\_\_\_  
Payment Due \$ \_\_\_\_\_

Tag \_\_\_\_\_

\_\_\_\_\_

Updated 9.22.2022