



1924 Town Road  
Two Harbors, MN 55616  
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**SEASONAL STORAGE 2024 - 2025**

This agreement is made and entered into by and between the Town of Silver Creek and the Lessee, \_\_\_\_\_ predicated upon and subject to the following promises and conditions:

**PAYMENT:** All fees are due and payable prior to entry of stored items. Fees are based on the current charge of **\$ 1.75** per lineal foot per month, with a six (6) month fee.

**DROP OFF DATE:** items must be brought on Saturday October 12

**PICKUP DATE:** Saturday April 12; items must be picked up on Saturday April 12

**CONDITION OF STORED PROPERTY:** Lessee represents to the Town of Silver Creek the property identified in the attached description is in good condition and does not constitute a hazard to the structure and property of the Town of Silver Creek nor to the property of the other Lessees. **Lessee will disconnect and/or remove any or all batteries at the time of entry and shall be responsible for the clean-up of any and all debris or fluids determined to be originated for the Lessee’s stored property. Lessee further agrees to supply a plastic tarp and/or cardboard to place under stored item and to remove said tarp or cardboard upon removal of stored item.**

**INSURANCE:** Lessee represents that the property stored is covered by adequate public liability insurance sufficient to protect the same from loss or damage and/or any collateral loss or damage claims of other Lessee whose property is in any way adversely affected by the Lessee’s stored item(s).

**DESTRUCTION BY FIRE:** In the event the Town of Silver Creek’s structure or any part thereof shall be destroyed or damaged by fire, explosion, windstorm, vandalism, or any other cause, or if any other casualty or unforeseen occurrence shall render fulfillment of the lease by the Town of Silver Creek impossible, including but not limited to the requisitioning of the leased premises by public authority, then and there this lease terminates and the Lessee shall pay only up to the time of termination and said Lessee shall waive any and all claims against the Town of Silver Creek or its individual members for damages or compensation for such termination.

**LIABILITY:** The Town of Silver Creek shall not be responsible for any damage or injury that may happen to the Lessee or to the Lessee’s Agent(s) or to the property stored or any portion of it as described in the attachment to this agreement, or any property stored therewith from any cause whatsoever during the period covered by this contract and the hereby expressly releases the Town of Silver Creek from and agrees to indemnify the Town of Silver Creek against any and all claims from loss or injury.

**INDEMNITY:** The undersigned Lessee, as owner of the stored property or as authorized agent for the owner thereof hereby agrees to protect and hold harmless the Town of Silver Creek, their officers, agents, employees, volunteers and any other such person entity associated in interest therewith, from claims arising from or due to the active or passive negligence of the Town of Silver Creek, their officers, agents, employees, or volunteers, resulting in loss or damage to or from property stored pursuant to this agreement. The undersigned shall protect and hold harmless the Town of Silver Creek from all subrogation claims alleging such active and passive negligence or conduct similar thereto.

**MANAGERIAL CONTROL:** The building and structures including the premises and all keys thereto shall be at all times under the charge and control of the Town of Silver Creek.

**REMOVAL OF ITEMS:** Shall be agreed upon at the time of entry and Lessee will not attempt or request the Town of Silver Creek to remove Lessee’s property prior to or after the agreed date of removal. Any item not removed on the established ‘Date Out’ will be placed outside. Lessee shall assume all liability for items not removed from Township property by ‘Date Out’. This year’s pickup date is **April 12, 2025**.

\_\_\_\_\_  
Signature of Lessee, agent, or representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature of Town of Silver Creek

\_\_\_\_\_  
Date