

RV STORAGE LICENSE AGREEMENT

Owner Name(s):			
Owner(s) Mailing Address: <i>(Street, City, State, Zip)</i>		Email Address:	
Day Phone #:	Evening Phone #:	Cell Phone #:	Fax #:
License:		State of License:	_____:
Make:	Model:	Year:	RV Length:
Registration Number:			
Storage Location Site:			

THE CITY OF TWO HARBORS, a Minnesota municipal corporation, hereinafter called “Licensor” hereby gives permission to the undersigned, hereinafter called “Licensee” to maintain and use the storage location site described above (“Storage Site”) for the limited purpose of storage of the above-described recreational vehicle (“RV”) by Licensee at the **BURLINGTON BAY CAMPGROUND**, Two Harbors, Minnesota, upon the following conditions:

1. The Licensee, acknowledges that Licensee is bound hereby and that the only consideration given is the permission of use and that there are no business interests of any nature which induce this license.
2. The Licensee acknowledges that Two Harbors has frequent severe weather conditions and that Licensee is responsible to secure the RV and any equipment during severe weather conditions.
3. Conditions of Winter Storage:
 - 3.1. Winter storage means storing the RV at the Storage Site, no electrical access, no water access, no bathroom access. Licensee agrees to carry insurance for liability and loss of RV at all times, listing Licensor as an additional insured.
 - 3.2. Licensee will be required to pay a flat fee of One Hundred and No/100 Dollars (\$100.00) made payable to Licensor prior the commencement of the winter storage season at the Storage Site.
 - 3.3. Winter storage begins on October 15th and continues through the first full weekend in April of the following year (“Termination Date”). Time is of the essence. The RV must be removed from the Storage Site by the Termination Date or the default provisions of Section 10 and liquidated damages provisions of Section 11 of this License shall apply. If Licensee wishes to remove Licensee’s RV prior to the Termination Date of this License Agreement, upon approval of the Public Works Director, the Licensee will be responsible for the actual cost of removal, not to exceed One Hundred and No/100 Dollars (\$100.00).
 - 3.4. Licensor, its agents and employees, shall not be liable for the care or protection of the RV, including its gear, equipment and contents for any loss or damage of whatever kind or matter to the RV, its contents, gear or equipment. Licensee agrees to indemnify and hold Licensor,

its agents and employees harmless against any loss, cost, suit, personal injury or claim arising out of any use of the Storage Site; or to the RV in connection therewith; or from theft, storm, vandalism or any other cause of damage or personal injury.

4. Licensee warrants the RV complies will all State and Federal laws.
5. The Licensee shall deliver a certificate of insurance in form and substance acceptable to Licensor showing that at all times during the existence of this license, public liability and property damage insurance in an amount of not less than One Million and No/Dollars (\$1,000,000.00) is in full effect in favor of the Licensor, which shall initially protect the Licensor from liability or injuries, death of person or damage to property which may directly or indirectly arise in any manner from this License Agreement.
6. The Licensee hereunder or any person or property which he/she brings upon the Storage Site shall have no standing except as a licensee and no one entering onto the Storage Site under this license shall be a business visitor of the Licensor.
7. The undersigned Licensee can only transfer the rights under this agreement with the written consent of Licensor given in advance.
8. Licensee hereby assumes full responsibility for damages done by Licensee, its agents or invitees to the Storage Site or the property of others and accordingly hereby agrees to hold Licensor harmless therefrom, including the obligation to defend. The insurance required by Section 5 hereof shall provide coverage for this contractual indemnification and defense obligation of Licensor.
9. Licensee agrees to comply with all rules and regulations of the City of Two Harbors.
10. If Licensee breaches this RV Storage License Agreement or violates any of Licensor's rules and regulation, this RV Storage License Agreement may be terminated immediately at Licensor's option, and Licensor may remove the Licensee's RV from the Storage Site and move, if necessary, the RV at the Licensee's risk and expense and retake possession of the Storage Site and/or Licensor shall be entitled to take whatever actions are allowed in law or in equity to seek a remedy for any such breach. In any proceedings taken by Licensor following a default by Licensee, Licensor shall be entitled to recover its reasonable attorneys fees and any out-of-pocket expenses or costs incurred in connection with any such proceedings.
11. In the event that the RV is not removed by the Licensee by the Termination Date, Licensor will experience damages that are not capable of precise determination. Licensee agrees that Licensor will be damaged and agrees that in the event that the RV is not removed by Licensee by the Termination Date, Licensee will pay Licensor liquidated damages equal to the Tent Site Daily Rate per day, in lieu of the Licensor's actual damages, in addition to any attorney's fees that Licensor may incur in enforcing the rights hereunder. Licensee shall, upon entering into this License Agreement, provide Licensor with a credit card to utilize to pay any liquidated damages, attorney's fees or other costs and expenses incurred by Licensor in exercising its rights hereunder against Licensee. The execution of this License Agreement is authorization to Licensor to collect the liquidated damages, attorney's fees and other costs and expenses incurred by Licensor in exercising its rights hereunder against Licensee through such credit card. It shall be a default

hereunder for Licensee to cancel such credit card or provide a credit card with an inadequate credit limit to cover such liquidated damages, attorney's fees or other costs and expenses.

12. Waiver of any conditions by Licensor shall not be a continuing waiver.
13. This Agreement, unless sooner terminated as provided herein, shall terminate on the Termination Date. Time is of the essence with respect to this Licensee. The RV must be removed from the Storage Site by the Termination Date or the default provisions of Section 10 and the liquidated damages provisions of Section 11 of this License shall apply.
14. Prior to the Termination Date, Licensee shall remove the RV from the Storage Site and all debris and personal property located on the Storage Site and surrender the possession of the Storage Site.
15. The assignment of a Storage Site does not entitle Licensee to the utilization of that Storage Site for camping during the succeeding camping season.

Dated this _____ day of _____, 2010.

CITY OF TWO HARBORS

By _____
Its Mayor

And By _____
Its City Administrator acting as City Clerk

LICENSEE