



AGREEMENT TO STORE ITEMS ON MUNICIPAL RESERVES

Date: _____

Number of items stored _____

Description of items: _____

Name(s) of Owner(s): _____

Home Phone: _____ Cell or Work Phone: _____

Email address(s) : _____

Civic Address: _____

Please initial at the bottom of each page.

CONDITIONS:

1. It is understood that Items stored on Municipal Land are stored at the owner's risk, and the Village assumes no responsibility for damaged or stolen items.
2. The Summer Village of Yellowstone does not retain a deposit. This agreement is based on an honor system.
3. The owner of the items must be a resident of the Summer Village of Yellowstone.

4. Items stored must have authorization from the Village and a Village assigned tag and number. This tag must be placed in a visible location. If the tag becomes damaged or missing, the owner must request a replacement tag from the Village.
5. Items must be removed from the Municipal Reserve (MR) by June 1 of the current year, as stated in Policy A-TRA-BOAT-1 Boat Lift and Pier Section Removal.
6. Residents must regularly maintain and keep the grass trimmed around the stored items.
7. Residents must check their stored items frequently to ensure they do not pose a risk to the public, animals, or the environment.
8. Residents are responsible for fixing any damage to public lands due to the removal or storage of their items on public lands, i.e., ruts in the ground or anything that causes damage to the lands.
9. The Village reserves the right to remove items when not in compliance with the conditions mentioned in this agreement, and all costs of such an action will be charged back to the resident/owner of the items.
10. The Village reserves the right to change policy **A-TRA-BOAT-1** at any time or to discontinue to allow storage on public lands.
11. Right of refusal, the Village has the right to refuse/deny a resident approval to store items if, in the past, they have not followed all the conditions in the agreement.

Terms:

By signing this agreement, I agree with the above conditions. I understand that my failure to do so will result in the inability to store any items on public lands, as mentioned in Policy A-TRA-BOAT-1 . I also agree with the following terms:

1. To indemnify, defend, and hold harmless the Summer Village of Yellowstone, its agents, officials, and employees against any and all claims, damages, losses, and expenses, including legal fees and costs arising out of and from the use of public lands for storage of personal property as mentioned in Policy A-TRA-BOAT-1. Residents are required to maintain insurance on their stored items for liability purposes.
2. Release the Village from all liability for any and all personal injuries or other claims arising from the use of public lands to store personal items, including those that are known and unknown, foreseen and unforeseen, future, or contingent.
3. Not to, now or in the future, directly or indirectly, commence or prosecute any action, suit, or other proceedings against the Village, its officers, directors, employees, agents, or affiliates concerning, arising out of, or related to the use of storage on public lands.

4. That if a suit or action is brought either directly or indirectly to enforce the terms of this agreement, or as a result of the use of public lands for storage, the prevailing party shall be entitled to, and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for the Village to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, in that case, I agree to pay the Village's legal fees.

By signing below, I consent to the above terms and conditions.

Full Name(s) (Print) _____

Signature(s) _____ Date _____

FOR OFFICE USE ONLY	
Tag(s) number and item description _____	
Has the owner complied with all conditions:	() YES () NO
If "no", explain with dates: _____ _____ _____ _____ _____ _____	
Authorized by: _____	Date _____