

**AGREEMENT FOR STORAGE OF PERSONAL PROPERTY
AT THE TOM GREEN COUNTY 4-H BUILDING AND ASSOCIATED PROPERTY**

Purpose: The purpose of this Agreement is to set forth the terms and conditions upon which Tom Green County, hereinafter "County" agrees to allow the Tom Green 4-H Shooting Sports Clubs (Archery, Shotgun, Rifle), hereinafter "Sports Club" to store personal property within the buildings or upon the grounds of the Tom Green County 4-H Shooting Facility located at 3444 N. US Hwy 67/277, San Angelo, Texas 76905, hereinafter "Shooting Facility".

Identification of Personal Property: A description of the Sports Club's property that is subject to this Agreement and its general storage location at the Shooting Facility is attached Appendix A and incorporated by reference herein.

Storage Fees: As long as this Agreement is in effect and in good standing, the Sports Club will not be charged a fee to store the identified personal property at the identified location.

Term of Agreement: The County may terminate this Agreement at its own discretion. Upon termination of this Agreement, Sports Club shall be required to remove any personal property from the Shooting Facility thirty (30) days from the date notice is sent by regular mail to the address provided by Sports Club.

Storage Terms and Conditions:

Assumption of Risk: Sports Club acknowledges and assumes any and all foreseeable and unforeseeable risks associated with and/or related to the activities described in this Agreement, including but not limited to: personal injury, property damage or loss, and loss of life.

Waiver of Liability: While the personal property is located at the Shooting Facility, Sports Club agrees that County, its officials, officers, employees and agents shall not be liable for any damage to the personal property. Sports Club acknowledges that the personal property is not covered by the County's insurance and all risks relating to the presence of Sports Club's property on the Shooting Facility shall be borne by the Sports Club.

Indemnification and Hold Harmless: SPORTS CLUB AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM LOSS FROM EACH AND EVERY CLAIM AND DEMAND OF WHATEVER NATURE MADE UPON THE BEHALF OF OR BY ANY PERSON OR PERSONS FOR ANY WRONGFUL ACT OR OMISSION ON THE PART OF THE SPORTS CLUB, ITS AGENTS, MEMBERS, PARTICIPANTS AND ASSIGNS, AND FROM ALL LOSS OR DAMAGES BY REASON OF SUCH ACTS OR OMISSIONS. SPORTS CLUB FURTHER AGREES TO PAY AND DISCHARGE ALL REASONABLE COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES AND EXPENSES THAT SHALL BE MADE AND INCURRED BY THE COUNTY IN ENFORCING THE TERMS OF THIS AGREEMENT. IT IS UNDERSTOOD THAT IN NO EVENT SHALL THE COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND THAT MAY ARISE FROM THIS AGREEMENT.

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Appendix A

Club House will be locked by a dead bolt with the following storage: Tools, tables, chairs, refrigerator, and archery equipment stored in a secure safe, chest, locker or similar area having environmental control over excessively high temperatures and away from sources of ozone or other oxidants.

Trap Buildings will be locked which contain trap machines and clay targets.

Sea Container will be locked with the following storage: Archery targets, building supplies, paper goods, bow & arrows.

