

**Crystal Cabinets
STORAGE RENTAL AGREEMENT**

THIS STORAGE RENTAL AGREEMENT ("Agreement") is entered into this 31st day of October, 2022, by and between Crystal Cabinets ("Licensor") as owner of the building located at 1100 Crystal Drive Princeton, MN 55371 ("Premises"), and City Of Princeton ("Licensee"), 705 Second Street North Princeton, MN 55371.

Licensee hereby acknowledge that the above-information is true and correct and agrees to and accepts the following terms and conditions:

1. Licensor and Licensee (collectively, "Parties") agree that Licensee will be permitted to store its Surrey Bike ("Bike") at the Premises from November 1, 2022 to April 30, 2023 ("Rental Period").
2. Licensor will not charge Licensee any fees for storage of the Bike for the Rental Period. However, in return, Licensee agrees to all of the terms in this Agreement.
3. Licensor shall not be responsible for any damages or claims relating to or arising out of the Bike, storage of the Bike at the Premise, or otherwise arising from this Agreement.
4. Licensee shall indemnify and hold Licensor harmless against and from any and all liability and claims of any kind for loss or damage to property of Licensor or any other person, or for any injury or death of any person, arising out of or related to this Agreement and the Bike. Licensee shall at Licensee's expense, and by counsel satisfactory to Licensor, defend Licensor in any action arising from any such claim and shall indemnify Licensor against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action.
5. The Bike is stored by Licensee at Premises at Licensee's sole risk. Insurance is Licensee's sole responsibility. Licensee understands that Licensor will not insure the Bike and that Licensee is obligated under the terms of this Agreement to insure its property. To the extent Licensee's insurance lapses or Licensee fails to obtain insurance coverage for the full value of Licensee's property stored in the Premises, Licensee agrees that Licensee will personally assume all risk of loss. Licensor and Licensor's agents, visitors, affiliates, authorized representatives, and employees (collectively, "Licensor Group") will not be responsible for, and Licensee hereby releases the Licensor Group from any responsibility for, any loss, liability, claim, expense, or damage to Licensee's property that could have been insured (including without limitation any loss arising from the active or passive acts, omissions, or negligence of the Licensor Group) ("Released Claims"). Licensee waives any rights of recovery against the Licensor Group for the Released Claims, and Licensee expressly agrees that the carrier of any insurance obtained by Licensee shall not be subrogated to any claim of Licensee against Licensor or the Licensor Group.
6. Licensor acknowledges that Licensee may need, from time to time, access and remove the Bike for community or promotional events. Licensor agrees to provide reasonable access to the Licensee and the Age-Friendly Princeton group, upon a minimum of 24 hours' notice and states such access will be granted around existing Licensor training sessions currently scheduled in November and December 2022 and March and April 2023. Arrangements for access will be made through Licensor's representative Holly Martinson at 763/245-1355.
7. Licensor may terminate this Agreement at will at any time, and for any reason, by giving written notice to Licensee by mail or electronic mail at the last known physical address or email address provided by Licensee.
8. This Agreement shall be governed and construed in accordance with the laws of Minnesota. If any provision of this Agreement shall be invalid or prohibited under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CRYSTAL CABINETS


Signature

LICENSEE


Signature