

CRAWFORD COUNTY FAIRGROUNDS RENTAL AGREEMENT

Please check one: Yes, we will be charging at the gate or for parking or admittance
 No, we will not be charging at the gate or for parking or admittance

WITNESSETH: That the Crawford County Fair Board, party of the first part and

Party of the second part do agree as follows:

The party of the first part does hereby permit the party of the second part to use the Crawford County fairgrounds in Gays Mills, on the _____ day(s) of _____, 20____, subject to the following terms and conditions:

TERMS AND CONDITIONS

1. Groups or individuals who wish to use the Crawford County Fairgrounds, all or part of the grounds, facilities, any building(s), etc., must submit a written reservation request at least **60** days in advance of the date/s of the event. Reservations will be taken on a first-come, first-serve basis in accordance with the guidelines and policies of the County. All requests are presented to the Crawford County Fair Board for approval.
2. Groups and individuals using the fairgrounds **must** have an approved rental agreement on file with the Crawford County Fair Board.
3. Renter must provide, at own expense, hardcopy proof of spectator liability insurance, through the date(s) of the rental period with **liability limit of \$1,000,000.00 per occurrence** and must designate Crawford County Fairgrounds/Fair as an additional insured.
4. If food is sold at activities or event/s, renter must provide, at own expense, hardcopy proof of **product liability insurance** through the date(s) of the rental period and must designate Crawford County Fairgrounds/Fair as an additional insured.
5. Renter is required to be available to County personnel during the entire course of the rental period. Renter assumes full responsibility and liability for the acts and omissions of all invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees with respect to the rental.
6. Before use of grounds, buildings, facilities, etc. will be permitted: at least **45** days before event or first date use is scheduled to occur before event, all deposits and rental payments must be paid to the Fair and proof of liability insurance. A copy of the current Temporary Event Operator & Seller Information (TEOSI) Form must also be provided to the Fair within that same timeframe. (See Pag3, Additional Vendor Section p.3)
7. **No pets** except animals entered as an exhibit or service animals are allowed on the Fairgrounds.
8. Cleanup: Within three days after any scheduled event, or other timeframe Crawford County Fair specifies. Renter is responsible to clean and return grounds, facilities, any building(s), etc. used to the same condition as when Renter obtained access. Should clean-up not occur within the specified timeframe, deposit/s will not be returned. An additional penalty, at the rate of \$75.00 each day late, may be assessed and Renters future use of fairground rental privileges may be revoked. If additional cleaning by our staff is deemed necessary, it will be deducted from deposit fees at a rate of \$75/hr. with a one hour minimum fee.
9. No smoking allowed in the buildings, including the grandstand; smokers **must** stay reasonable distance from buildings/grandstand.
10. Any damages to the property will be charged fully to Renter **either** at replacement or repair cost to the renter and may be deducted from deposit fees.
11. Alcoholic beverages being served need to have correct permits with the village of Gays Mills. If alcoholic beverages are to be served, Renter is responsible for enforcement of all applicable laws, rules and regulations including underage drinking. Violation of this provision may result in revocation of any future fairground rental privileges.
12. Use of grounds, facilities, any building(s), etc., will be approved one day per each day rented. Additional time requires board approval.
13. Keys may be obtained from the Maintenance Custodian of the Crawford County Fairgrounds.
 - i. NO keys will be issued until deposit fees, total rental fees, hardcopy proof of liability insurance and TEOSI form (#6 above) is received by Crawford County Fair Office. (See page 4)
14. A surcharge of \$100 per day will be charged to renter for any use of grounds, facilities, buildings, etc. that occurs before and/or after the event date(s) requested.
15. Payments will only be accepted by check/money order/cashier's check. Any check(s) returned for insufficient funds, Crawford County Fair will require a \$30 returned check fee as wells as full rental payments due. All future rental payments will only be accepted by cashier's check or money order.

DEPOSITS AND RENTAL FEES

1. With the exception of Exhibit Building #4, A **Deposit of \$100.00 (flat fee)** is required for the use of the Fairgrounds, all or part of the grounds, facilities, building(s), etc. The **Deposit** for use of Exhibit Building #4 will be **\$300.00**.
2. **Bathroom Supply Deposit: \$500 (flat fee)** Covers cost of replacing trash bags, soap, toilet, other paper products, etc. used. If rental responsibilities are met and all fees/charges have been satisfied, any balance will be refunded to the renter within 60 days after the event.
3. **Groups that Do Charge at the Gate or for Parking or Admittance:**
 - **Fairgrounds:** A **\$100.00 rental fee per day** will be charged.
 - **Buildings:** With the exception of Exhibit Building #4, an additional charge of **\$100.00 per building, per day** used, plus utility charges (sanitary facilities, electricity, sewer, garbage, and phone if applicable).
 - Exhibit Building #4, which includes the 4-H Food Stand, **\$200.00 per day** fee.
4. **Groups that Do Not Charge at the Gate or for Parking or Admittance:**
 - **Fairgrounds:** A **\$50.00 rental fee per day** will be charged.
 - **Buildings:** With the exception of the Exhibit Building #4, an additional charge of **\$50.00 per building, per day** used plus utility charges (sanitary facilities, electricity, sewer, garbage, and phone if applicable).
 - Exhibit Building #4, which includes the 4-H Food Stand, **\$150.00 per day** fee.
5. **Rental of the Grandstand:** Grandstand fee is **\$300 per day**. Does not include the use of fairgrounds, buildings, sanitary facilities, electricity, sewer, garbage, and phone. See section 3 or 4 for additional rental options.
6. Special requests or requirements, in addition to the requirements listed above, **are only** negotiated by the Crawford County Fair Board.
7. All income from the rental and use of the fairgrounds will be deposited in an account ear marked for fairground improvements.

****Deposit refunds are based on** verification all fees have been satisfied and all rental responsibilities have been met**

Please circle one: We Do Charge at the gate/We Do Not Charge at the gate.

Indicate your needs During and Before and After the date(s) of the event by circling all that apply:

During Event=E.....Before=B.....After=A

<u>Per Day FEES based on:</u>	(Charge/Do Not Charge)	(Charge/Do Not charge)
(E B A) Fairgrounds	(\$100/\$50)	(E B A) Dairy Open Barn (\$100/\$50)
(E B A) Grandstand	(\$300/\$300)	(E B A) Dairy Barn (\$100/\$50)
(E B A) Commercial Building	(\$100/\$50)	(E B A) Dairy Show Barn (\$100/\$50)
(E B A) Exhibit Building #3	(\$100/\$50)	(E B A) Petting Zoo (\$100/\$50)
(E B A) Exhibit Building #4	(\$200/\$150)	(E B A) Poultry & Rabbit Barn (\$100/\$50)
(E B A) Restrooms, lower	(\$100/\$50)	(E B A) Beef Barn (\$100/\$50)
(E B A) Restrooms, upper	(\$100/\$50)	(E B A) Sheep and Swine Barn (\$100/\$50)
(E B A) Horse Arena	(\$100/\$50)	

Total Number of Event Days: _____ **Total Grounds/Building Fees:** \$ _____
(Number of days x's total charges for Grounds/Facilities/Building(s) per day)

Number of Days before and/or after event: Before: _____ After: _____
(Total Number of days before/after x's surcharge fee) **Surcharge of \$ _____ per day before/after:** \$ _____

Phone **YES/NO** (\$45.00) *(Additional charge may apply if service needs to be turned on.)* \$ _____

TOTAL RENTAL FEES (minus deposit): \$ _____

Deposit of \$ _____ is due **at the time** of reservation request.

Total Rental Fees are due **at least 45** days before the first day of the event or first use of grounds/buildings, whichever occurs first.

HOLD HARMLESS AGREEMENT/PERSONAL LOSSES & DAMAGES ARISING AT/DURING RENTAL

Signer and all event participants must abide by all terms and conditions in this agreement.

Renter shall indemnify and hold harmless Crawford County, its officers, agents and employees harmless from any and all actions, claims, costs, losses, liabilities, penalties, damages and expenses, including but not limited to attorney's fees and court costs arising out of the renters use of the described Fairgrounds property, all or part of the grounds, facilities, any building(s), etc., by Renter, renters invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the fairgrounds and/or any use of fairgrounds property.

Crawford County is not responsible for lost, damaged or misplaced property placed at any facility or grounds. Furthermore, Renter agrees that Crawford County is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Fairgrounds, all or part of the grounds, facilities, any building(s), etc.

*I (Renter) have been provided a copy of the rental agreement. I have read the rules, terms and conditions for renting all or part of the grounds, facilities, any building(s), etc., of the Crawford County Fairgrounds and the Indemnity and Hold Harmless Agreement /Personal Losses & Damages Arising At/During Rental as outlined above. By signing this agreement: I agree to abide by the rules, terms and conditions, payment fee deadlines, cancellation policy, etc., in their entirety; and fully understand any failure to do so **will** result in the termination of this rental agreement and further acknowledge and also agree that I, the Renter, will be financially responsible for any and all damages that may occur during use or occupancy of the Fairgrounds, all or part of the grounds facilities, any buildings, etc., regardless of who actually caused the damage.*

On behalf of the party of the second part:

Date(s) of Event: _____

Dates **Before** Event: _____

Dates **After** Event: _____

Cleanup Date: _____

Date cleanup has to be completed

Date to Pick-up Keys: _____

- **Keys can be only be obtained after** Deposit Fees, Total Rental Fees, hardcopy proof of liability insurance and TEOSI form is received by Crawford County Fair Office.

Date Keys will be returned _____

- Renters will use drop box if unable to return keys to maintenance.

Date to turn phone on: _____

Business Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Main Contract Cell #: _____

Serving alcoholic beverages: YES/NO (See #11, page 1)

Signature: _____

Today's Date: _____

On Behalf of the party of the first part:

Signed: _____

Printed Name: _____

Title: Crawford County Fair Board _____

(Office held)

Today's Date: _____