

# CRAWFORD COUNTY FAIRGROUNDS RENTAL AGREEMENT

Witnesseth: The Crawford County Fair Board, party in the first part and

\_\_\_\_\_, party in 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, WI for the following event date(s) \_\_\_\_\_.

## Terms and Conditions

1. Groups or individuals who wish to use the Crawford County Fairgrounds, all or in part or grounds, facilities, any building(s), etc., must submit a written request of use at least 60 days in advance of the date(s) of the event. Deposit of \$300.00 is due at time of request.
  - a. Reservations will be taken on a first-come, first-serve basis in accordance of 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, **proof of spectator liability insurance through the date(s) of the rental period with a liability limit of at least \$1,000,000.00 per occurrence and must designate Crawford County, 225 N. Beaumont Rd, Prairie du Chien, WI 53821 as an additional insured.**
4. If food is sold at any activity or event, rent must provide, at own expense, **proof of product liability insurance of at least \$1,000,000.00 per occurrence through the date(s) of the rental period and designate Crawford County 225 N. Beaumont Rd, Prairie du Chien, WI 53821 as an additional insured.**
5. Renter or renter's designee, 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 within respect to the rental.
6. **At least 45 days before event or first date of use is scheduled to occur, deposit and rental payments must be paid to the fair with proof of liability insurance and a copy of Temporary Event Operator & Seller Information (TEOSI) Form must be provided to the Fair Coordinator.**
7. **No pets**, except animals entered as an exhibit or service animals are allowed on the Fairgrounds.
8. **Bathroom(s):** Renter is responsible for furnishing all bathroom supplies needed for all rental dates requested; including before, after and during Renter's event.
9. **Clean-up:** Within three (3) days after any event or other timeframe Crawford County Fair specifies, Renter is responsible to clean and return grounds, facilities, any buildings, etc. used to the same condition as when Renter obtained access. **\*\*If additional cleaning by our staff is deemed necessary, it will be deducted from the Renter's Deposit Fee at a rate of \$75.00 per hour with a one-hour minimum fee. \*\***
  - a. Should clean-up not occur within the specified timeframe, Renters Deposit Fee will not be returned and Renter's future use of the fairground rental privileges may be revoked.
10. No Smoking is permitted in the buildings including the grandstand; smokers must stay reasonable distance from buildings/grandstand.
11. Any damages to the property will be charged fully to the Renter, **either** at replacement cost or repair cost, and may be deducted from the deposit fee.
12. Alcoholic beverages being served need to have correct and current permits with the Village of Gays Mills. In the event that alcoholic beverages are to be served, Renter is responsible for enforcement of all

applicable laws, rules and regulations including underage drinking. Violations of this provision may result in revocation of any future fairground rental privileges.

- 13. Use of fairgrounds, facilities, any building(s), etc., will be approved one day per each day rented. Additional time requires Crawford County Fair Board approval.
- 14. Keys may be obtained from the Maintenance Custodian of the Crawford County Fairgrounds.
  - a. **No keys will be issued until deposit fee, total rental fees, hardcopy proof of liability insurance and TEOSI form are received by the Crawford County Fair Office.**
- 15. A surcharge fee of \$100 per day will be charged to Renter for any use of grounds, facilities, building(s), etc. that occurs before and/or after the event date(s) requested.
- 16. Payments will only be accepted via check, money order, or cashier's check. A fee of no less than \$30.00 will be imposed for any check(s) returned for insufficient funds. All future payments will only be accepted by cashier's check or money order.

In addition to the requirements listed above, special requests or requirements are only negotiated by the Crawford County Fair Board.

All income from the rental and use of the fairgrounds will be deposited in an account ear marked for fairgrounds improvement.

### **Cancellations**

Any cancellations must be submitted in writing to the Fair Board prior to any refund. Cancellations fees will be deducted from Total Rental Fees paid by Renter. Refund will be paid only to Renter.

The following refund schedule shall apply to all rentals with written notice of cancellations:

100% refund – 30 business days or greater notice
50% refund – 20 to 29 business day notice
No (0%) refunds – 19 or less day notice

### **Hold Harmless Agreement/Personal Losses and Damages Arising at/during Rental**

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

*Renter shall indemnify and hold harmless Crawford County, its officers, agents and employees 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 Renters, renter's 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, damages, or misplaced property place at or in any facility or grounds. Furthermore, Renter agrees 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 and Damages Arising at/during Rental as outlined above. By signing this agreement I hereby agree to abide by the rules, terms and conditions, payment fee deadlines, cancelation policy, etc., in their entirety; and fully understand any failure to do so will result in the termination of this rental agreement and further more I acknowledge and 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 building(s), etc., regardless of who actually caused the damage.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter Signature (Party of the Second Part)

**Additional Vendors**

Renter is responsible for obtaining copies of proper certificates from any additional vendor(s) and complete all required paperwork. Renter must submit a copy of the TEOSI form to the Wisconsin Department of Revenue and Crawford County Fair. Renter must provide Fair with Final TEOSI forms no later than 45 (forty-five) days after event.

\*if additional space is needed please include a separate page.

Vendor Name	Contact Person	Address, City, State and Zip	Phone	Service Provided	Liability Insurance Certificate

**On behalf of the party of the second party:**      Date(s) of Event: \_\_\_\_\_

Dates prior to Event: \_\_\_\_\_                      Dates after Event: \_\_\_\_\_

Key Pick Up Date: \_\_\_\_\_                      Key Return Date: \_\_\_\_\_

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

Date to activate phone (if applicable): \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Designee Name: \_\_\_\_\_ Designee's Phone Number \_\_\_\_\_

**Serving Alcoholic Beverages: Yes / No**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**On behalf of the party of the first part: \_**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: Crawford County Fair Board

**Security Deposit Fee**

**A Security Deposit of \$300.00, flat fee, is required for the use of the Fairgrounds, all or part of the grounds, facilities, building(s), etc. Deposit is due at the time of rental request. Deposit refund is based on verification ALL charges/fees have been satisfied and rental responsibilities have been met.**

**Please check one:**  Charging for parking and/or admittance  No Charge for parking and/or admittance

Rental Fees				Surcharge Fees			
Rental fees are based on number of Event Days and Charge ( C ) or No Charge (NC) Admission and/or Parking				Surcharge Fees are based on any use of grounds, facilities, buildings, etc. before and/or after the event dates			
Rental Fees	Daily Fees C / NC	# of Days	Total Fee x Days	Rental Fees	Daily Fees C / NC	# of Days	Total Fee x Days
Fairgrounds	\$100/\$50		\$	Fairgrounds	\$100/\$50		\$
Grandstand	\$300/\$300		\$	Grandstand	\$300/\$300		\$
Commercial Building	\$100/\$50		\$	Commercial Building	\$100/\$50		\$
Exhibit Building #3	\$100/\$50		\$	Exhibit Building #3	\$100/\$50		\$
Exhibit Building #4	\$200/\$150		\$	Exhibit Building #4	\$200/\$150		\$
Restrooms, Lower	\$100/\$50		\$	Restrooms, Lower	\$100/\$50		\$
Restrooms, Upper	\$100/\$50		\$	Restrooms, Upper	\$100/\$50		\$
Horse Arena	\$100/\$50		\$	Horse Arena	\$100/\$50		\$
Dairy Open Barn	\$100/\$50		\$	Dairy Open Barn	\$100/\$50		\$
Dairy Barn	\$100/\$50		\$	Dairy Barn	\$100/\$50		\$
Dairy Show Barn	\$100/\$50		\$	Dairy Show Barn	\$100/\$50		\$
Petting Zoo	\$100/\$50		\$	Petting Zoo	\$100/\$50		\$
Poultry/Rabbit Barn	\$100/\$50		\$	Poultry/Rabbit Barn	\$100/\$50		\$
Beef Barn	\$100/\$50		\$	Beef Barn	\$100/\$50		\$
		Total	\$			Total	\$

**Due at Time of Submission of Rental Agreement**

**\$300.00 (Security Deposit) + \$\_\_\_\_\_ (Rental Fees) + \$\_\_\_\_\_ (Surcharge Fees) = \$\_\_\_\_\_**

<b>ADDITIONAL FEES</b>	
( ) Phone – YES/NO (\$45) (Additional charge may apply if service needs to be turned on.)	= \$ _____
( ) Tables 6ft. Banquet (\$10.00 each) x _____ = \$ _____ (____ Tables available)	( ) Chairs (\$2.50 each) x's _____ = \$ _____ (Chairs available)
( ) Long distance phone charges = \$ _____	( ) Damage/s _____ = \$ _____
( ) Other _____	= \$ _____
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( ) Electrical - \$45.00 x's # of Metered Units of Kilowatt hours (kWh) used	(1 metered unit = 300 kWh)
Meter Reading: Before _____ After _____ Total Metered Units Used = _____	Total Unit Cost = \$ _____
Ex.: Meter reading Before Event - 357 After event – 359 = 's 2 metered units used	Total # Units x's \$45
<b>TOTAL ADDITIONAL FEES: \$ _____</b>	
<b>ADDITIONAL FEES are due within 30 days of notice. If Total Additional Fees or any other fees due are not received within 30 days of notice, those fees will be deducted from rental deposit. Any balance still due to Crawford County Fair will be billed to Renter; if no balance still due, any remaining portion of the deposit will be refunded to Renter.</b>	

All Fees satisfied on \_\_\_\_/\_\_\_\_/\_\_\_\_ Initials \_\_\_\_\_