

HANCOCK COUNTY 4-H AGRICULTURAL ASSOCIATION, INC.

FAIRGROUNDS RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between the Hancock County 4-H Agricultural Association, Inc., an Indiana Not-For-Profit Corporation (hereinafter referred to as "Lessor") and _____, (hereinafter referred to as "Lessee").

WITNESSETH:

Lessor is the owner of certain real estate situated in Hancock County, State of Indiana, known as the Hancock County 4-H Fairgrounds, located at 620 N. Apple Street, Greenfield, IN 46140 ("Fairgrounds"). Lessee desires to rent from Lessor on the following date(s):

("Rental Term"), that portion of the Fairgrounds more specifically designated at the end of this agreement.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessee agrees to rent from Lessor and Lessor agrees to rent to Lessee, the described Leased Premises for the Rental Term and upon the state term and conditions, and upon those which follow.

RENTAL IS PER DAY, NOT PER EVENT. The rental rates for the Leased Premises are quoted as PER DAY rates and not PER EVENT. Rental of a building or facility for a particular day DOES NOT include set-up days prior to the event, nor tear-down days (including days the facility remains "uncleaned") following the event. There are NO EXCEPTIONS to this policy unless such is expressly described.

PAYMENT AND SUBMISSION OF RENTAL AGREEMENT. A Rental Agreement duly executed by the Lessee or its agents and \$100.00 non-refundable rental deposit must be returned to the Hancock County Fairgrounds office by the date specified on the agreement page of the Rental Agreement in order to confirm rental date(s), building(s) and rental price. The balance of the rental fee, together with the Damage Deposit, must be received by the Lessor at the Hancock County 4-H Fairgrounds prior to the first day of the rental term. Checks should be made payable to the Hancock Co. 4-H Agricultural Association and returned to 620 N. Apple St, Greenfield, IN 46140 along with the signed rental agreement. A copy will be provided for Lessees records.

LIVESTOCK PEN USAGE IN CONJUNCTION WITH RENTAL OF "BARN(S) AND SHOW ARENA(S)". Livestock pens are available for use by the Lessees who rent any livestock barn(s) or the show arena(s), should they so desire, for an additional fee. Pens may be used inside of rental buildings only, and must be returned to storage on the same wagons and in the order and condition in which they were found. Set-up and tear-down of livestock pens is not included in the rental cost, although any damages caused to the pens will be considered by Lessor as damage caused to the Leased Premises, and the cost or repair of any such damage shall be the responsibility of the Lessee. **LESSOR DOES NOT PROVIDE LABOR OR CONTACTS FOR PERSON OR GROUPS TO SET UP OR TEAR DOWN PENS, NOR FOR CLEAN UP AND/OR REMOVAL.**

PRIORITY OF LESSEES. Local 4-H clubs and Extension meetings have first choice in booking facility **usage**. **All others are on a first-come, first-served basis within the forthcoming** twelve (12) months. Dates must be reserved each year. Standing dates are not permitted.

CONTACT INFORMATION. The Hancock County 4-H Buildings and fairgrounds are rented through the Hancock County 4-H Ag Association, through Fairgrounds Superintendent, in the fairgrounds office located at 620 Apple St, Greenfield, IN 46140. The office number is 317-462-1469.

USAGE RESTRICTED TO LEASED PREMISES. Lessees are restricted to using and occupying only those portions of the Fairgrounds indicated in the Hancock County (Indiana) Fairgrounds Rental Fee chart-provided. Parking is permitted in designated areas. If more than one event is occurring on the Fairgrounds at the same time, Lessees shall share all parking areas.

(initial if applicable) EVENT ALCOHOL SERVICE REQUEST. As a part of said rental, Lessee requests alcohol service and consumption at its private, by invitation only, not open to the public event ("Event"). Lessor hereby grants permission for alcohol service and consumption at the Event subject to the following terms and conditions and terms of the Fairgrounds Rental Agreement. The Parties agree as follows:

1. The terms and conditions of the Fairgrounds Rental Agreement executed by and between Lessee and Lessor are incorporated herein by reference and remain binding except as expressly modified herein.
2. Lessee shall obtain all state and local permits and approvals necessary and comply with all applicable laws to allow alcohol service and consumption at the Event.
3. The handling and service of alcohol at the Event shall be done only by a licensed and insured bartender or caterer with responsible alcohol service licensing and/or certificates.
4. Alcoholic beverages served and consumed at a private event shall be **limited to beer and wine**.
5. Alcohol service and consumption shall be limited to the indoor areas rented by Lessee and may only be served to, and consumed by, the Lessee's invited guests who are twenty-one (21) years of age or older. Lessee shall be responsible for the behavior of all guests. Lessee will not service or allow to be served alcoholic beverages to guests who are intoxicated. Lessee will arrange to have any intoxicated guests taken home by a responsible and sober party.
6. There may not be any charge of any kind to the guests for alcoholic beverages served, supplied, or consumed at the Event or for entry to the Event.
7. Employees of Lessor may not have any contact with alcoholic beverages served, supplied, or consumed at the Event or for entry into the Event.
8. Alcohol may be served at the Event only between the hours of _____ (AM/PM) and _____ AM/PM and service shall end at least one (1) hour prior to the end of the Event.
9. Lessee, at its expense, must make arrangements for an off-duty local police officer to be present at all times during the Event. Not less than ten (10) business days prior to the Event, Lessee shall provide the Lessor with written proof, to the satisfaction of Lessor, that Lessee has made these arrangements for an officer.
10. During the course of the Event, Lessor reserves the right to require additional security, limit the number of invitees and/or close down the Event early if Lessor determines, in Lessor's sole discretion,

it to be in the best interest of public safety and necessity. Please note that if the Event is closed down early, there will be no refund of any fees or charges.

11. In addition to the insurance requirement set forth in the Fairgrounds Rental Agreement, Lessee, at its expense, shall obtain host liquor liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and name the Lessor as an additional insured for the Event. Not less than ten (10) business days prior to the Event, Lessee shall provide Lessor with written proof, to the satisfaction of Lessor, that Lessee has obtained the required liquor liability insurance coverage for the Event.
12. In addition to the insurance requirement set forth in the Fairgrounds Rental Agreement, Lessee's bartender and/or caterer serving alcohol at the Event, at their expense, shall obtain the following insurance coverage, and name the Lessor as an additional insurance: general liability in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and liquor liability in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate. Not less than ten (10) business days prior to the Event, Lessee shall provide Lessor with written proof, to the satisfaction of Lessor, that Lessee's bartender and/or caterer has obtained the required liability insurance coverage for the Event.
13. Lessee shall defend, indemnify and hold harmless Lessor, its directors, officers, employees, representatives and agents from and against any and all suits, actions, claims, liabilities, losses, damages, payments, judgment, settlements, penalties, finds, costs and expenses, included but not limited to, legal and accounting fees asserted against or insured by said parties or any of them arising out of or relating to an injury incurred from the distributions, service or consumption of alcohol, whether on or off the premises.
14. In the event of any conflict, inconsistency or discrepancy between the provisions of the Fairgrounds Rental Agreement and this Addendum, the terms of this Addendum shall govern. If Lessee is an entity, the individual who signs this Addendum on behalf of Lessee represents and warrants that he/she is duly authorized to execute this Addendum on behalf of Lessee and that no other signature, act or authorization is necessary to bind Lessee to the provisions of this Addendum.

NO SMOKING IN BUILDINGS. NO smoking is permitted in any of the buildings located upon the fairgrounds, whether the building are enclosed or open per Indiana State Fire Marshal.

NO BLOCKING OF EXITS. Due to fire and safety codes, no doorways marked with an "EXIT" sign are permitted to be blocked in any manner, for any reason.

SIGNAGE IN EXHIBIT HALL. Lessee shall not cause or permit signs or notices of any type to be attached by any method to any painted or wood surfaces. Signs or notices may be placed on wire already installed on walls.

REMOVAL OF EQUIPMENT AND/OR FIXTURES PROHIBITED. Absolutely no equipment or fixtures may be removed from the buildings or grounds without prior written permission of the fairgrounds superintendent. This includes, but is not limited to tables and chairs.

INSURANCE. In additional to the insurance required in the Alcohol Event Section, the Hancock County 4-H Agricultural Association is required to have, on file, a **CERTIFICATE OF INSURANCE** showing comprehensive general liability coverage, including products, with a minimum of \$300,000 combined single limits. The certificate is required to show the Hancock County 4-H Ag Association, Inc. as an additional insured party for liability covered for the event to be held. The **CERTIFICATE OF INSURANCE MUST BE ON FILE PRIOR TO THE DATE OF RENTAL**

COMPLIANCE. It is the lessee's responsibility to assure compliance with all Indiana/Hancock County laws and regulations related – not limited to food service, gaming, alcohol and firearms.

FOOD SERVICE. If your event will be serving food or have multiple food vendors, a food permit from the Hancock County Health Department (HCHD) will need to be obtained. Food vendors have a choice of obtaining a temporary food permit that is valid for 1 event, or a yearly permit that is valid until the end of the year. Temporary permits are \$60.00 and yearly permits are \$150.00. (costs as of 7-13-20 – call office below to verify) Applications for permits must be submitted at least 24 hours in advance of the event. (During business hours M-F except holidays) Issuance of temporary food permits will be issued the 1st day of the event if the food vendor passes inspection. If a food vendor is observed serving without having applied for a permit or illegally, the food vendor will be forced to stop operation and leave the facility. The Hancock County Health Department can be contacted at 317-477-1125, Monday-Friday, 8am-4pm. Health Department forms are available on the Hancock County 4-H Ag Association website under facilities. (yourhancockfairgrounds.com)

HOLD HARMLESS AGREEMENT. Lessee agrees to indemnify and hold Lessor harmless from any and all injury and/or damage resulting from and during Lessee's rental of the Leased Premises.

CLEAN-UP OF LEASED PREMISES. Lessees are expected to leave the Leased Premises in a least as good of condition as when they arrived, including all parking areas and areas located in proximity to the Lease Premises. Clean-up of the Leased premises includes, but is not necessarily limited to, the following:

OPTION A: Lessee can make arrangements for set up, teardown and clean up of premises for a fee. Lessee is required to bag up all trash and place in the trash receptacles. Fairgrounds superintendent will determine fee based on number of people and type of event.

OPTION B: Lessee shall do the following:

- Tables and chairs shall be cleaned, taken down, and neatly stacked on the carts provided and placed in the designated area. Tables go face down on carts. Fifteen (15) tables per cart. (total of four (4) carts) Sixty (60) tables are provided per rental agreement.
- Floors in the Sarah Burke 4-H Exhibit Hall must be swept and mopped, if necessary, after use. Brooms, mops and cleaning supplies are located in the utility closet of the 4-H Building.
- Restrooms shall be swept, paper picked up, stools flushed, and lights turned off.
- The kitchen must be clean and neat, floors swept and/or mopped, sinks cleaned, items put away in the proper storage areas and stove/oven turned off.

- Trash should be placed in bags and placed in the dumpster located on the West side (outside) of the Sarah Burke 4-H Exhibit Hall. New plastic bags should be placed in the trash receptacles following removal of trash, so that they are ready for the next usage of the facility. Trash receptacles used in and around the show arena(s) and livestock barns should also be emptied, with the contents being deposited in the dumpsters. Dumpsters are for trash in barrels in rented buildings. NO UNWANTED auction items are permitted.
- Lessee shall remove all cigarette butts (All buildings are non-smoking. Additional fees may be assessed if smoking in buildings) and or trash located outside of their rented building after the event and disposed of properly.
- **** Straw/shavings/manure to be removed from the premises at Lessee's own expense and arrangement during the Rental Term. **Straw/Shavings/Animals/Manure are only in the appropriate buildings. This does not include the Sarah Burke Exhibit Hall, Bowl and other buildings. Please verify usage with Fairgrounds Superintendent – 317-462-1469.**

DAMAGE DEPOSIT. The damage deposit will be refunded to the Lessee by Lessor if no breakage or damage occurs to the Leased Premises, or the fairgrounds in general and if clean-up of the premises is completed to the satisfaction of the Hancock County 4-H Ag Association. If damage occurs, and/or if additional clean-up is necessary, the cost of repair and/or clean-up will first be charged against the damage deposit, with the balance, if any, being returned to Lessee thereafter. If damage and/or cleanup charge exceed the damage deposit, Lessee shall be responsible for the excess cost of repairs and/or clean-up, including labor. Labor for clean-up shall be at the rate of \$50.00 per hour. Absent damage and/or clean-up, Lessor will return Lessee's damage deposit within two (2) weeks following the event.

CANCELLATION BY LESSEE. The rental fee (less the \$100.00 rental deposit) and damage deposit will be refunded on cancellations made up to and including THIRTY (30) DAYS prior to the scheduled rental date. To make cancellations, Lessee shall call the Hancock County Fairgrounds office 317-462-1469. Cancellations made less than THIRTY (30) DAYS prior to the scheduled rental date will result in forfeiture of the \$100.00 rental deposit and the damage deposit.

OBTAINING ACCESS TO PREMISES. Arrangements must be made in advance of your event with Fairgrounds Superintendent at 317-462-1469 at the Hancock County Fairgrounds office, in order that the building will be unlocked and ready for your event. Neither the fairgrounds nor the rented buildings will be unlocked unless proof of insurance, payment of rental fees and payment of the damage deposit is on file in the Hancock County Fair office.

FAILURE TO COMPLY WILL RESULT IN LOSS OF FUTURE USE. Lessor reserves the right to refuse future use of the buildings and/or facilities to those that do not comply with the terms of this Rental Agreement, or otherwise fail to cooperate with regard to the rental of such facility.

COLLECTION FEES/ATTORNEY FEES. In the event Lessee fails to comply with the terms of the Rental Agreement including, but not necessarily limited to, payment of damage and/or clean-up expenses, upon demand, Lessee shall be responsible Lessor for any and all cost of collection, including reasonable attorney fees.

ALL OF WHICH IS DATED AND AGREED THE DAY AND MONTH AND YEAR FIRST ABOVE WRITTEN.

NAME OF GROUP ("Lessee")

NAME OF INDIVIDUAL (Lessee Representative)

LESSEE ADDRESS

CONTACT INFORMATION

Home Phone (_____) _____

Cell Phone (_____) _____

Work Phone (_____) _____

Email _____

Insurance forms submitted
Date of submission _____

Options for cleaning of Building(s) (Requires Lessee to initial which option and Fairgrounds superintendent to complete the fee section.
Option A: Fee for set up/tear down/cleaning _____ Fee \$ _____
Option B: Lessee will complete list of tasks _____

FACILITY REQUIRED/DEPOSIT
DAMAGE DEPOSIT (Refundable
Required on each rental)

DATES REQUIRED

RENTAL RATE

Amount Due

Minus Refundable Deposit Paid

Balance Due prior to 1st day of use

Date Pd __/__/__

Hancock County 4-H Agricultural
Association, Inc.

By: _____

Signature of Lessor's Rep

Printed name of Lessor's Rep

Signature of Lessee

Printed name of Lessee

Lessee must sign and return to: Hancock County 4-H Ag Association, Inc. 620 Apple Street, Greenfield, IN 46140 317-462-1469

Along with any and all fee necessary, within the time provided for in the appropriate sections of this Agreement 5-2019 approved 7-2020 updated section food service