

CASSIA COUNTY FAIR & RODEO
1101 Elba Avenue, P.O. Box 1222
Burley, Idaho 83318
Office (208) 678-9150 FAX 208-678-6312
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FACILITIES LEASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20_____,
by and between the Cassia County Fair and Rodeo hereinafter called "Fair", and
_____ hereinafter called "Renter".

WHEREAS, Fair and the Renter wish to enter into an Agreement for the use of a
portion of the Cassia County Fair and Rodeo facilities located in the county of Cassia,
Idaho, for the purpose of holding the following event: _____

This portion of the fairgrounds for this event to include only the following facilities :

_____.

Such event to be held only on the following date(s)

_____.

NOW THEREFORE, the parties agree as follows:

I. DUTIES OF RENTER

A. Rent. Renter shall pay to the Fair the sum of (\$ _____
Equipment rental is separate on last page) dollars **plus sales tax** if applicable (**attach
form ST-101 Idaho sales tax resale or exemption certificate**) for the use of the
above-mentioned fairgrounds facilities payable as follows:

1. Renter agrees to pay one half (1/2) of the contract amount concurrent
with the execution of this Agreement. Balance of the Agreement amount shall be paid no
later than the **first** day of the Event. Failure to remit the first one half (1/2) of the
contract amount when due may result in cancellation of the Event.

B. Administration of Event. Renter shall be responsible and do any necessary
work in putting on, or otherwise administering the Event, including but not limited to,
parking cars, admissions, setting up chairs, and all other work necessary to put on the
Event. Renter further agrees to provide twenty-two (22) complimentary tickets to the
Fair for Fair Board members and other officials.

C. Cancellation. Should Renter cancel event, Renter must notify Fair Management in writing. If the written notice is received sixty (60) or more days prior to the first day of the Event, Renter shall forfeit twenty-five (25) percent of the agreement amount and Renter shall receive a refund of the balance of monies paid towards the fee agreement amount after deducting twenty five (25) percent of the agreement amount and costs and incidental charges incurred by the Fair in preparing for the event. If the written notice is received by the Fair less than sixty (60) days prior to the first day of the event, the entire amount paid in by the Renter shall be forfeited and Renter shall remain fully liable for any remaining balance on the agreement amount as well as incidental costs and charges incurred by Fair preparing for the event.

D. Insurance.

1. Renter shall obtain and maintain for the duration of event, comprehensive general liability insurance coverage of not less than \$1,000,000 (One Million Dollars) comprehensive damage and bodily injury liability. Policy shall name the Cassia County Fair & Rodeo and Cassia County as additional named insurers. Renter shall provide a certificate of insurance to the fair management ten (10) working days prior to taking possession of the fairground's facilities. Failure to furnish the proper insurance certificate ten (10) days prior to the scheduled event shall result in cancellation of event. Renter shall forfeit all fees paid and is liable for all costs and incidental charges incurred by Fair in preparing for the event.

2. Renter shall also provide, in a form acceptable to fair management, proof of worker's compensation insurance which meets or exceeds statutory requirements for all Renters' employees, or proof that such insurance is not required under the circumstances.

E. Defense and Indemnity. Renter agrees to indemnify, defend, and hold the Fair and Cassia County (County) harmless from and against all liability, loss or damage which may accrue or be sustained by County or the Fair as result of any claims, suits, demands, or judgments made or brought by any third party against County or Fair arising, directly or indirectly, out of any work or activity conducted in or about the Cassia County Fair and Rodeo Fairgrounds by Renter, it's employees, contractors, or agents during the term of this contract.

F. Release and Waiver of Claims. Renter agrees to release County and Fair from all liability and to waive all claims of any kind relating to or arising from Renter's occupancy of the Cassia County Fair and Rodeo fairgrounds including any claims arising from the construction or and/or maintenance of any equipment, buildings, or structures used or otherwise occupied by Renter and including any claims arising from the condition of any walkways, passages, or space from or pertinent to said equipment, buildings, or structures.

G. Cleanup. Renter shall receive one 3-yard garbage dumpster for clean up at no charge. Additional dumpsters shall be billed at twenty-five dollars (\$25.00) each, or a 30 yd roll off container at one hundred twenty-five dollars (\$125.00). Renter shall be

responsible for the cleanup of exhibitors' debris, packing materials, samples, etc. Renter shall also be responsible for the removal of such items as stickers, tape, signs, posters,

buttons, balloons, etc. from ceilings, floors, and walls. If the cleanup is performed by the Fair or County, the cost shall be charged to the Renter at twenty-five dollars (\$25.00) per hour plus any additional non-labor expense. Payment shall be due within thirty (30) days upon receipt of a written invoice by Renter from the Fair.

H. Damage and Cleanup Deposit. Renter shall provide a (\$ _____) deposit to guarantee against cost and charges such as facility or equipment loss or damage, and cleanup. This deposit shall be due on the last business day prior to the first day of the event. Failure to pay such deposit in a timely manner may result in cancellation of the Event. Renter shall be responsible for, and shall pay to Fair the full cost of damage to any Cassia County Fair and Rodeo facility, property, or equipment caused by Renter, it's employees, contractors, agents, or participants during event, the setup, or the tear down. Renter shall pay Fair for any loss resulting in the use during repairs. The provisions of the paragraph do not apply to damages resulting from reasonable wear and tear caused by normal and authorized use. The damage and cleanup deposit, or portion thereof, will be refunded to renter after Fair has made necessary deductions. Fair, by accepting deposit, does not waive its right to collect additional sums from Renter for damage or cleanup costs exceeding amount of deposit.

I. Compliance with Law.

1. Renter agrees that it will provide all services, programs, or activities under this Agreement in accordance with all applicable federal, state, and local ordinances, statutes, regulations, and requirements. Further, Renter agrees to indemnify and defend the Fair and County of any loss, expense, or damage experienced by County as a result of Renter's failure to comply with the provisions of this paragraph.

2. Renter agrees to assume full responsibility for payment of all applicable sales tax, or use tax and inspection fees.

J. Designated Agent. Renter shall have present, on the Cassia County Fair and Rodeo Fairgrounds, at all times during event, including setup and tear down of the event, at least one person who is a designated agent of the Renter, authorized to sign for building times and equipment rental. The designated agents are:

Name	Address	Phone Number
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Name	Address	Phone Number
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K. Concessions.

Renter agrees in the event the Renter is selling food on the Cassia County Fair and Rodeo Fairgrounds, using established concession stands or booths, agrees to pay the sum of \$250 dollars payable upon the execution of the Agreement. If using Fairgrounds space for Renter's supplied booth for selling food, the Renter agrees to pay the sum of \$50 dollars per space rent which shall be payable upon execution of the Agreement.

In addition to ground/space rent as set forth hereinabove, Renter agrees to pay to the Fair _____ % of gate ticket sales and _____% of total concession sales.

Other: _____

L. Security.

1. Renter shall contract for such security as is reasonably necessary for safety and protection of its employees, its exhibitors, and public attending the Event. Unless otherwise specified in writing, Renter shall determine all security requirements and shall bear all costs of liability for loss or personal injury resulting there from. Renter shall only use licensed, bonded, and insured security firms. Renter's choice of security firm and security plan for the Event must be approved by the Cassia County Sheriff or Sheriff's designee prior to Event.

2. Renter must provide to Fair Management, ten (10) days prior to Event, proof that security firm maintains general liability insurance coverage with minimum limits of \$1,000,000 (One Million Dollars), including errors and omissions coverage and will maintain said insurance during the term of Event. The policy shall name Cassia County as an additional named insured. Failure of Renter to furnish the proper insurance certificate from the security firm shall result in cancellation of Event with Renter forfeiting all fees paid and liable for any and all costs and incidental charges incurred by County in preparing for Event.

II. DUTIES OF THE FAIR

A. Cleanup prior to Event. Fair shall be responsible for cleaning all exhibit areas prior to occupancy by Renter.

B. Billing. Fair shall bill Renter promptly for costs and incidental charges not included in the Agreement amount.

C. Premises Described. Fair shall furnish the facilities described above in this Agreement. The rental of Fairground facilities provides only the basic building or facility, including general floor space.

III. MISCELLANEOUS PROVISIONS

A. Hours of Operation. The hours for the contracted facilities on rental days are one (1) hour prior to and one (1) hour after advertised hours of event. No person shall be or remain in any building on the fairgrounds during the designated locked, closed, or secured times except for authorized security personnel conducting extended or overnight security, if provided or other authorized fair or county personnel. **All parties will end by 11:00 p.m.**

B. Setup and Tear down. Prior to the event, the Renter will be allowed one day of setup. Normal setup hours are eight (8) a.m. to five (5) p.m., Monday through Friday, not including holidays. Any additional setup hours needed outside of normal setup hours will be charged at the rate of fifteen (\$25.00) dollars per hour and must be prearranged by the Renter through Fair management. The Fair reserves the right to adjust setup times when necessary.

Renter shall completely vacate the grounds by three (3) p.m. the next workday following the end of the event. In the event the Renter fails to vacate as required, the Fair and County may pursue any legal or equitable remedy and in addition, Renter shall pay additional amount of (\$ _____) dollars for each additional twenty-four (24) hour period or portion thereof.

C. Entry by Fair. The County or Fair, through its authorized representatives, reserves the right to enter into any fairground premises or area in use by Renter for the purpose of monitoring compliance with this agreement or fair and county policies, for the purpose of repair or improvement, provided that such entry and work will not unreasonably interfere with Renter's operation, and in all cases or emergency as determined by Fair management.

D. Waiver of Defects and Condition of Premises. Renter accepts the grounds and building facilities in "as is" condition. Should Renter believe an area to be unsafe, Renter shall report the condition and/or concern immediately to Fair management.

E. No Glass Containers or Bottles on Premises. No glass containers or glass bottles are allowed on any of the grounds. Renter agrees to enforce this rule with its agents, participants, spectators and any other of its invitees, guests or users.

E. Fair's Continued Right of Control. In renting space to Renter, Fair does not relinquish its policies, rules, and regulations for the operation and use of its premises. Further, County and Fair have the right to reject or refuse entry to any person for cause. Upon such exercise of Fair's authority, renter and conditionally and completely waives any rights or claims against the Fair or County which it may have as the result of the exercise of this authority.

F. Firm Booking. Events are booked on the firm basis when the payment required pursuant to paragraph I.A. above is received. Failure to return Agreement and appropriate payment promptly could result in loss of date and/or cancellation of the event without further notice.

G. Force Majeure. Neither party to this Agreement shall be bound to perform this Agreement due to fire, flood, earthquake, or other unavoidable causes beyond the control of either party.

H. Risk of Loss. Fair and County are not responsible for the loss of the Renters or any exhibitors' goods or displays by theft or any other means, including loss of fire. Further, it is the responsibility of the Renter and each exhibitor to insure that their goods or displays are locked and secured against loss by theft when left unattended, including the hours the event is not open to the public.

I. Change in Fair Rental Rates or Policies. Fair reserves the right to modify or change policies or rental rates. Reasonable effort shall be made to notify Renter of any modification or changes.

J. Choice of law. This Agreement shall be governed and interpreted by the laws of the State of Idaho and any litigation arising under or as a result of this Agreement shall be instituted only in the Fifth Judicial District in Cassia County.

K. Severance. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions or sections shall nevertheless be enforceable and shall be carried into effect.

L. Modification. This Agreement may be modified or amended only by a writing duly executed by both parties.

M. Merger. This writing embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements either verbal or written, between the parties are superseded by this Agreement.

Dated this _____ day of _____, 20____.

CASSIA COUNTY FAIR & RODEO

By:
Fair Board Representative

Dated this _____ day of _____, 20____.

RENTER

Address

City State Zip

Telephone Numbers (home, work, & cell)