

RENTAL AGREEMENT FOR THE USE OF FACILITIES AT MARION COUNTY FAIR GROUNDS

THIS FACILITIES RENTAL AGREEMENT entered into by Marion County Fair and Livestock Show and “Renter” by authorized signature of each party as follows: As it is used herein, “Renter” is defined as any corporation, group, organization or individual who signs this agreement, and any and all corporations, groups, organizations or individuals that use the facilities and premises of the Marion County Fair and Livestock Show pursuant to this agreement.

RENTER: _____ CONTACT: _____

(Printed name of individual or organization)

Mailing & Physical Address:

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PHONE: _____

DATE(s): _____, 201____ TIME: _____ am to _____ am
 _____ pm to _____ pm

PURPOSE OF (EVENT):

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| DAYS | RENTED FACILITY | DAILY RENTAL FEE | DEPOSIT |
|-------|--|------------------|---------|
| _____ | RV or Concession Hook up w/220 outlet | 40.00 | 40.00 |
| _____ | RV or Concession Hook up w/110 outlet | 15.00 | 15.00 |
| _____ | Upper Floor Meeting Area(no kitchen) | 100.00 | 100.00 |
| _____ | Upper Floor Meeting area (with kitchen) | 135.00 | 135.00 |
| _____ | Lower Floor Meeting area (w/o kitchen) | 100.00 | 100.00 |
| _____ | Lower Floor Meeting area (with kitchen) | 135.00 | 135.00 |
| _____ | Commercial Exhibit Building | 50.00 | 50.00 |
| | (No heating or air) | | |
| _____ | Livestock Cattle Show Barn | 100.00 | 100.00 |
| _____ | Other Barns (Poultry/Goat) | 50.00 | 100.00 |
| _____ | GROUNDS | 100.00 | 100.00 |
| | (Including use of show barn and livestock barns) | | |
| _____ | ARENA PENS | 100.00 | 100.00 |
| | (Gathering, sorting, loading livestock) | | |
| _____ | ARENA | | |
| | (Including use of arena lights and grounds | 200.00 (4hrs)* | 200.00 |
| | For event parking) | | |
| | • * use of arena beyond 4hrs additional \$25.00/Hr | | |

TOTAL CK# _____ CK # _____
CASH CASH

SPECIAL NOTES OR AGREEMENTS:

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IN WITNESS THEREOF, the parties have executed the Agreement, on this day of _____, (Date). I certify that I have read and understood and will honor all the terms of this rental agreement, signed by:

RENTER

MARION COUNTY FAIR & LIVESTOCK SHOW

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

I. GRANT:

The Marion County Fair & Livestock Show, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Renter the use of facilities located at Marion County Fair Grounds for the purpose and in the manner and time set forth herein.

II. CONSIDERATION:

In consideration of the use of the facilities located on Marion County Fair Grounds and other provisions of this Agreement, the Renter agrees to pay the applicable rental fee of said facility.

The Rental Fee and the Deposit are due before the day that the Facility is booked for an Event. The Deposit will reserve the facility for the booked date and insure that "USE" provisions are followed during Renter's event. The Deposit should be tendered as a separate check or cash in order to be returned to you after your event and satisfactory inspection by Fair Board Member. Rental Fee will be refunded for cancellations by the Renter ONLY IF the Marion County Fair and Livestock Show is given notice in advance of the date of the event. In the event that the Marion County Fair and Livestock Show does not receive notice prior to the date of the event, the Renter acknowledges that Rental Fee and the Deposit shall be considered forfeited.

III. USE:

Renter's use of the Marion County Fair Grounds and premises shall be in compliance with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations. Renter further agrees to observe and comply with all rules and regulations adopted by Marion County Fair Association concerning the use of the rented facilities.

The Renter agrees, understands, and acknowledges that by signing this agreement, concerning use of the facilities, Renter is bound to observe and enforce the following provisions:

1. Smoking inside any building is strictly prohibited by laws of the State of Arkansas.
2. Incidental use of water and electricity is included in rental fee for the rented facility only.
3. You must supply your own dishes, silverware, cups, glasses, garbage bags, paper towels, food and beverages.
4. All set-up and decoration will be done on the day of the Event unless specified in "Special Notes" above.
5. All buildings, rooms, or grounds used must be returned to condition before your event including: properly cleaned, the trash taken out and removed from Fair grounds, and the tables and chairs cleaned and returned to the order they were found, before the Deposit Fee will be returned.
6. All cleaning, trash removal, etc. must be done by you or your organization immediately after Event unless specified in "Special Notes" above.
7. Any damages or theft of property will first be deducted from your Deposit and the balance will be invoiced to you or your organization.
8. Publicity and signs, provided by you or your organization, must not give the impression that the Marion County Fair sponsors the Event. All signs must be professional and removed immediately after the program or event.
9. Return the heat or a/c to setting as you found it.
10. When you leave the building or grounds turn off the lights.

11. Lock all doors and gates as you leave DO NOT make copies of any keys provided to you.

In the event of a breach of this agreement by the Renter, Renter shall forfeit, in full, all charges paid or owed to the Marion County Fair and Livestock Show for use of its facilities pursuant to this agreement. Further, Marion County Fair and Livestock Show shall not be responsible or liable in any respect for any damage caused to the Renter arising from its inability to use the facilities of the Marion County Fair and Livestock Show due to Renter's breach of this agreement and Renter hereby waives any and all rights to recovery of such damage and hereby releases the Marion County Fair and Livestock Show from any such liability. Renter further agrees to indemnify the Marion County Fair and Livestock Show Board for all loss, costs, damage and expenses including reasonable attorneys' fees, caused by or required to enforce this agreement.

IV. "AS - IS" CONDITION:

Renter agrees to accept the facilities of the Marion County Fair and Livestock Show Board in its "as -is" condition "with all faults." No physical or structural alterations or improvements to the facilities are permitted without specific authorization by Marion County Fair and Livestock Show Board in the form of an amendment to this agreement.

VII. RESTORATION:

If any damage occurs to the facilities or premises of the Marion County Fair and Livestock Show Board, or if any repairs or replacements need to be made to the facilities or premises as a result of Renter's use of the facilities or premises under this agreement, Renter shall pay Marion County Fair and Livestock Show for any such damage, repairs, or replacements upon demand by the Marion County Fair and Livestock Show.

VIII. ENTIRE AGREEMENT:

This agreement contains the entire agreement between the Marion County Fair and Livestock Show and the Renter with respect to the rental of the facilities or premises of the Marion County Fair and Livestock Show. There are no oral agreements existing between the Marion County Fair and Livestock Show and the Renter.

NOTE: The Marion County Fair and Livestock Show Board Reserves the right to review and change fees as needed

New: 11-12-2013