

Fairgrounds Rental Agreement

This Rental Agreement (hereinafter referred to as "Agreement") is made and entered into on this

_____ day of _____, 20____ by and between _____,
hereinafter referred to as EVENT HOLDER and **Lake of the Woods County Fair Association**,
hereinafter referred to as COUNTY.

Event Information:

Name of Event	
Name of Organization or Individual	
Mailing Address	
Primary Contact Name and Phone #	
Primary Contact Email Address	
Date and times of Event	
Date and times of Setup	
Date and Times of Cleanup	
Certificate of Liability Insurance Required Lake of the Woods County Fair is listed as Additional Insured in regard to General Liability	
Event Status	Private _____ Open to Public _____
Equipment Needed	
Special Concerns/Needs	

Buildings

4-H Commercial Building, Cornealius Building, Pavilion, Bathrooms, VFW Building, Horticulture Building, Cattle Barn, Horse Barn, Horse Arena, Grand Stand

In doing such, the above named would like to reserve the following buildings/areas:

Rates for rental are as follows:

Rummage Sales \$50, plus \$10 per extra day. Plus \$50 Deposit

Auctions or Reunions \$100, plus \$20 per extra Day. Plus \$100 Deposit.

Large Special Events (Weddings) \$250 for 2 Days, \$25 per extra Day. Plus \$250 Deposit

Entire fairgrounds \$600.00, Plus \$300 Deposit

Camping \$25 per night

\$ _____	# of Extra Days _____	Total \$ Due _____
Deposit \$ _____		

A CLEAN UP DEPOSIT WILL BE REQUIRED.

Pack in Pack Out. You are responsible to arrange for Garbage Pickup.

Please send 2 checks made payable to Lake of the Woods County Fair
(1 – Check for Rental and 1 Check will be for Deposit)
Mail to: Lake of the Woods County Fair
P.O. Box 600 Baudette MN 56623

Rules and Guidelines to be followed

1. Agreements should be submitted before the fourth Monday of the month prior to the event and payment must be received ten days prior to the event.
2. In case of cancellation, Lake of the Woods County Fair must be contacted within 48 hours prior to event or payment will not be refunded.
3. Exhibit Buildings will be left the way they were found. Trash will be cleaned-up and any items moved will be returned to their spot, unless arrangements have been made with the Fair Association. **If not, the clean-up deposit will not be returned.**
4. It is agreed that the Fair Association will take reasonable precautions for safety, but will not be responsible for vandalism, theft or destruction by other means.
5. It is the responsibility of the organizers of the scheduled event to obtain liability insurance coverage and have the Fair Association listed as certificate holder. Please note **ALL** booths must supply you with certificate insurance and all booths dispensing food or beverage must obtain a Lake of the Woods County Health Department Food Service Permit.
6. Any special arrangements of circumstances may result in an additional fee being charged or the rent on the buildings being raised for another year. (This would include any utilities that may be billed to the Fair Association because of the event held.)
7. Renter will assume responsibility of any damage to the fairgrounds and will reimburse the Fair Association.
8. Any music or entertainment must be turned down no later than 10:30 per city ordinance.

Indemnification:

The Event Holder agrees to save and hold harmless Lake of the Woods County Fair from all claims, losses, damages, liabilities, expenses, and reasonable attorney's fees of any kind, resulting from any phase of the conduct of an Event on Lake of the Woods County Fairgrounds. Lake of the Woods County Fair shall not be liable for the loss or damage of any of the Event Holder's property or any incidental, consequential, or indirect damages to Event Holder's business or function.

Policies and Procedures:

In Signing the Rental Agreement, Event Holder signifies and acknowledges that he/she has been provided a copy of the Policies and Procedures governing the use of the Lake of the Woods County Fairgrounds and has had an opportunity to review those policies and procedures. Event Holder agrees to all terms contained in the Policies and Procedures including cleaning specifications for the facilities used.

Event Holder

Signature of Authorized Representative _____

Print Name: _____

Address: _____

Phone: _____

Lake of the Woods County Fairgrounds

Signature of LW County Fairgrounds Representative _____

Printed Name: _____

Address: 409 3rd Ave SW, Baudette, MN 56623 _____

Email: lakeofthewoodsfair@gmail.com _____

Phone: _____

I _____ with the Lake of the Woods County Fair board confirm that the fairgrounds are clean and ready for rental.

Signature

Date

I _____ with _____ confirm that the fairgrounds are clean and ready for our rental.

Signature

Date

Lake of the Woods County Fairgrounds

Release and waiver of Liability and Assumption of Risk Agreement

- 1. The undersign is authorized to make this application on behalf of the party, group, or organization he/she represents.**
- 2. Lake of the Woods County Fairgrounds requires every user of the fairground's facilities maintain liability insurance coverage of \$1 million for claims made against them by third parties alleging bodily injury, personal injury or property damage caused by the user's negligence. The Lake of the Woods County Fairgrounds must be named "additional insured" on your liability policy with respect to use of the fairgrounds facilities for an event.**
- 3. Vendors are required to provide commercial vender liability insurance. Certificates of Insurance must be received by the fairgrounds within 14 days prior to the event. Proof of "host" or "liquor legal" liability insurance is required whenever the event includes the serving of any alcoholic beverage.**
- 4. The Event Host agrees and understand that acceptance by the Lake of the Woods County Fair of a certificate of insurance from the Event Host shall not in any way relieve or decrease the liability of the Event Host. Event Host understands the Lake of the Woods County Fair does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interests or liabilities of the Event Host.**
- 5. Failure to follow the Fairgrounds policies and procedures may result in the immediate termination of the use and denial of future use.**
- 6. That upon entering any Lake of the Woods County Fairgrounds area, the undersigned will continuously thereafter inspect such facilities and all portions thereof, and his/her continued use thereof shall constitute an acknowledgement that he/she has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, fairgrounds officials will be notified, and the use the facility will be terminated.**
- 7. The undersigned hereby releases, waives and discharges by this covenant not to sue the Lake of the Woods County Fair, its officers, officials, employees, and representatives on account of injury to the person or property, which the applicant alleges to represent caused by the negligence of the Lake of the Woods County Fair, while the undersigned and the persons he represents are utilizing the facility for any purpose.**
- 8. The undersigned agrees to indemnify and hold harmless the Lake of the Woods County Fair from any liability, damage or cost which may have incurred due to the presence of the undersigned or the persons he represents upon the facility, whether caused by the negligence of the Lake of the Woods County Fair or otherwise.**
- 9. The undersigned hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of the Lake of the Woods County Fair or otherwise while in or upon the facility and /or while competing, officiating, observing or working for, or for any purpose participating in the event which is the subject of the application.**
- 10. The undersigned expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or property damage.**
- 11. In the event alcohol beverages are served or supplied by whatever means on the Lake of the Woods County Fairgrounds by the permit holder, the lessee specifically acknowledges that the**

terms of this release will apply thereto in every respect. The permit holder/applicant has acknowledged and has agreed that it will bear complete responsibility, in accordance with the terms this release, for such injuries or damages to persons or property which may result and will indemnify the fairgrounds for any and all liability incurred by it as a result of the service or supplication of alcohol beverages on the fairgrounds by the permit holder/applicant.

12. The undersigned expressly agrees that the foregoing release and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arkansas and further that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

The Event Holder shall indemnify, hold harmless and defend the Lake of the Woods County Fair, its agents, and employees from and against all claims, damages, losses and expense, including attorney fees, arising out of or relating to the granting of this use agreement and use of space granted.

I have read, understand and accept all responsibility for the Lake of the Woods County Fairgrounds terms and condition of the use agreement of the fairground's facility. I also understand that total use fees and deposits must be paid on approval of the application/reservation.

By signing the Acknowledgement and Indemnification Statement, I agree to abide by all rules and regulations pertaining to the use of the county facilities. I further agree and understand that the Lake of the Woods County Fair is not responsible for my actions, and I release and absolve the Lake of the Woods County Fair from any liability associated with this event.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement on behalf of himself and the organization and persons utilizing the permit and further agrees that no oral representations, statement, or inducement have made.

Event: _____ Event Date (s): _____

Description: _____

Name of participant group or individual: _____

Address: _____

Phone: _____

Responsible party printed name: _____

Signature of responsible party: _____

Date: _____