

# Neversink Agricultural Society, Inc. Youth Barn Rental Agreement

This contract is entered into on (today's date) _	
Between Renter(s)	and the Neversink Agricultural Society
Renter Address:	Phone Number:
	E-Mail:
Date of Event (Available May-October only):	Type of Event:
Approximate Number of Guests (Building Capacity 99)	:

## Renter agrees to the following:

### Payment

The rental fee for the Youth Barn is \$650, which includes a \$150 refundable damage deposit. This fee is for the rental of the barn and for the use of the restroom building and the surrounding grounds. There are 19 wooden tables (8'x4') available for use at no extra charge. **Chairs are not available**. Rental begins at 9 am the day before the event and ends at 6 pm the day after the event unless prior arrangements are made.

Renter(s) will pay the rental fees according to the payment schedule below:

- \$50 due with application to hold your date (nonrefundable)
- \$300 due 6 months prior to event, or with application fee (nonrefundable)
- \$300 balance due one month prior to event (\$150 of which is a refundable security deposit)

Payment forms accepted:

- Check (payable to "Neversink Agricultural Society")
- Venmo (@grahamsvillelittleworldsfair)
- PayPal (<u>info@grahamsvillefair.com</u>)

**Payments are non-refundable** with the exception of the \$150 refundable security deposit, which is considered included in the final payment due one month prior to the event. In the event of any damage incurred during your event, the \$150 security deposit will not be returned and the renter(s) will be billed for any damages to the barn or property.

## **Cancellations, Date Changes and Refunds**

The originally agreed upon block of time is binding and any changes in date or cancellation can result in a loss of payments already made. If a new event date is scheduled, payments already made may go towards the rate for the new date, only if the original date can be re-booked or if the reschedule is necessary due to government restrictions (federal, state or local) that prevents events from being held. In the case of a cancellation and no new date is booked, a refund will be considered only if we are able to re-book that date. Neversink Agricultural Society, Inc. and its owners, directors, and employees are not responsible for "acts of God" or terroristic acts which make it impossible to hold your event at the site. If the barn becomes unusable due to an "act of God", terroristic act, or any other event that prevents the barn from hosting events, the directors, officers, members, employees, and agents of the Neversink Agricultural Society cannot be held responsible for any additional costs or difficulties that may be incurred by the renter(s).

## **Catering/Food Service**

Neversink Agricultural Society does not offer or supply any catering, food service or food items and is not responsible for any incident involving any food or beverage. To protect yourself against any foodborne illness occurrences, we recommend you hire a licensed/insured caterer. Recommendations available upon request.

#### **Smoking/Open Flames**

Smoking is not allowed inside of the barn. Smoking is only allowed in designated areas outside and away from the structure. Candles, lanterns, or any device that uses a flame are not allowed inside or immediately outside the barn. We welcome the use of battery-operated candles.

#### **Clean-Up**

Renter is allowed to decorate the building as desired without causing damage. Renter is responsible for the removal of all decorations and garbage no later than the day after your event unless other arrangements are made. Please leave the barn, restrooms, and grounds in the original condition, free of any damage. This includes moving all fixtures (including tables, benches, trash barrels, etc) back to their proper locations.

A director will inspect the barn after the event to ensure compliance with this section. Only after inspection and subsequent approval will the \$150 refundable security deposit be returned. Renter(s) will be billed for any damages to the barn or property incurred during the event and the security deposit will be retained.

#### Alcohol

No one under 21 years of age may consume alcohol on the property. If a guest engages in inappropriate behavior, excessive drinking, causes damage to property, injures other individuals or oneself or other such activities, this may result in the individual being asked to leave the property. Renter is responsible for calling a driver if an individual appears incapable of safely operating a vehicle. It is preferred that alcohol be served by a vendor with general and liquor liability insurance and TIPS certified. Preferred vendor list will be provided.

#### **Certificate of Insurance**

A certificate of insurance is required from the renter naming The Neversink Agricultural Society, Inc. and the Town of Neversink as Additional Insured/Special Event. The certificate must be for the day of the event and the coverage required should be no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Such certificate must be on file 30 days prior to the use of the facility.

**Release and Waiver of Liability:** the Renter(s) agree to indemnify and hold harmless the Neversink Agricultural Society, Inc., its Directors, Officers, Members, Employees, and Agents from and against any and all claims arising out of bodily injury or property damage occasioned by the use of the facilities by the Applicant, its members, or invitees and shall be responsible for any damage or loss to the facility and property contained therein.

Renter(s) Signature: _	 Date:
Renter(s) Signature: _	 Date:

Please e-mail completed form to info@grahamsvillefair.com or mail to:

Neversink Agricultural Society ATTN: Youth Barn Rental P.O. Box 242 Grahamsville, NY 12740