

**GIBSON COUNTY HORTICULTURAL & AGRICULTURAL SOCIETY
And GIBSON COUNTY FAIRGROUNDS PAVILION INC.,**

Lease Agreement

THIS AGREEMENT, made and entered into by and between the Gibson County Horticulture & Agricultural Society and the Gibson County Fairgrounds Pavilion INC., dba Gibson County Fairgrounds (hereinafter referred to as the "Landlord"),

And Following Tenant

Name:
(Hereinafter referred to as the "Tenant")

If applicable,
Bride's Name:

Groom's Name:

Address:

City: **State:** **Zip**

Phone No: **Alternate Phone No:**

WITNESSETH THAT:

The Gibson County Fairgrounds shall be available for rent by the general public under the conditions herein listed, and that

Any violation of these conditions by the Tenant shall give the Gibson County Fairgrounds the right to immediately terminate this Agreement without notice or refund, recover damages occasioned by such violation, and deny any future renting of the facility by said Renter.

Conditions set forth are:

Availability: facilities are available on a first come first serve basis to persons of 18 years of age or older. When booking the facility, the Tenant should discuss with the Events Manager space requirements for the event. The Tenant and Manager will then agree upon which building(s) and/or areas are to be leased. The Tenant will not have access to buildings or areas not leased. These other facilities will be available for lease to other groups.

Term: The term of this Lease shall be for a period of , day(s)

Beginning January 12, 2017 at 8:00 AM, and ending January 14, 2017 at 2:00 AM.

Damage Deposit: A refundable damage deposit is due at the time of booking the facility. No reservation of the facility will be effective until the damage deposit and 35% of the Rent is paid. The refundable damage deposit will be deposited into the Gibson County Fairgrounds account with a full refund payable to the renter as long as the facility is left in acceptable condition upon completion of the event and all fees pertaining to the event have been paid. If there are damages or additional cleanup services required, the Tenant shall be billed for any costs that exceed the deposit.

Cancellation: All cancellations must be by written notice. If an event is cancelled more than 90 days prior to the scheduled event, the deposit will be forfeited and all other fees paid shall be returned. If the event is cancelled less than 90 days but more than 30 days prior to the scheduled event, the deposit and an amount equal to 35% of the total amount due per the contract is forfeited. If the event is cancelled 30 days or less the renter will be responsible for the total amount of the lease agreement and the deposit will be returned.

Insurance: Tenant shall at all times maintain adequate fire, casualty and liability insurance in an amount not less than \$1,000,000.00 to insure against the risks described above, and provide a copy of said policy to the Landlord. **The Landlord must be named as an additional insured on said policy.**

Rental Rates: The full rental amount must be received at least 30 days prior to the date of the event. Failure to pay the rental amount within this time frame shall cause this Agreement to be null and void and the Landlord has no obligation to hold the facility. Tenant agrees to pay the agreed rental together with costs of collection and reasonable attorney fees, in the event of default.

Legal: All Tenants shall comply with all Federal and State laws as well as City of Princeton's ordinances. The Tenant agrees to indemnify and hold the Gibson County Fairgrounds harmless from and against any and all claims, and damages, including any litigation expenses, court costs, and reasonable attorney fees, arising out of the use of these premises by Tenant and its guests, and to indemnify and hold the Gibson County Fairgrounds harmless from and against any judgment based on any such claims.

Care and Condition of the Premises: Tenant covenants and agrees to perform no act nor carry on any practice, which shall injure the leased Premises, or the building of which the Leased Premises are a part, or be a nuisance or menace. Tenant also agrees to return the soil to its original clean condition including removing waste of any kind, leveling the ground, and restoring the soil from damage caused by compacting, plowing, or other activities.

Representations and Application: Landlord tenders and Tenant accepts this lease on the basis of the representations contained in the application. ORAL REPRESENTATIONS BY EITHER PARTY ARE NOT BINDING.

Sub-Letting and Assignment: Tenant shall not have the right at any time or times to sublet any part or the whole of the Leased Premises without the prior written consent of the Landlord.

Licenses and Permits: The Tenant shall be responsible for obtaining any permits or licenses necessary for approved activities performed on the Gibson County Fairground property.

Alcohol permit required when alcoholic beverages are being provided.

Licensed bartender required when alcoholic beverages are being sold.

Alterations: The Tenant shall make no alterations, changes in or improvements to the premises.

Use of the Premises: Tenant covenants no waste, injury or damage shall be committed upon or to the premises; that said premises shall not be used for any unlawful purpose and no violations of law or ordinance shall be committed thereon; nothing shall be done or suffered or any substance kept on said premises which will operate to increase the fire hazard or to cause the insurance rates thereto to be increased.

Non-Liability of Landlord: Under no circumstances shall Landlord be liable for any loss of or damage to any fixtures, merchandise or other personal property owned by Tenant, no matter how such loss or damage was caused. Tenant agrees that Landlord, its employees, or agents shall not be liable for any damage or injury to Tenant, Tenant's family, agents, employees, or guests, or to any person entering the premises or the building of which leased premises are a part, for injury to person or property arising from theft, vandalism, or casualty accruing in the premises or the building except by reason of our gross negligence.

Decorating/Set up: the building shall be made available for decorations and set up to the Tenant the morning of the event unless other arrangements are made with the Fairgrounds Events Manager. The Tenant may have access to the facilities for setup on the prior to the event if they have made arrangements with the Fairgrounds Events Manager and a setup day fees has been paid.

Furnishings: The Tenant shall be responsible for set up and take down.

Clean Up: The Tenant shall remove all their decorations, food, dishes, clothing, and all other personal property brought onto the premises by Tenant, their guests or agents from the premises immediately after the event unless previously arranged with the Fairgrounds Events Manager.

Kitchen Area: The kitchen area is a warming and serving kitchen only it is not intended for cooking.

Food: Only caterers who have supplied proof of insurance and health department permits to the Fairgrounds Event Manager may be used. It is your responsibility to see that your caterer has sent in the proper paperwork. It is a requirement in Gibson County to have a catering permit issued by Gibson County Health Department.

Smoking: State of Indiana smoking ban law (HEA 1149, Effective July 1, 2012) forbids smoking in the any Buildings on the fairgrounds. Persons smoking outside of the building per Indiana State law must be 8' from the entrance and we also ask smokers to dispose of cigarette butts in the appropriate places.

Parking: Parking is available in the fairground parking lots and on or in the grassy areas.

Security: Tenant Agrees to look solely to the public police or authorities for security and protection. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property. Should a Renter require or if the Fairgrounds Events Manager deems it necessary to hire additional security, the Renter shall be responsible for hiring security personnel. Any such personnel hired shall be approved by the Fairgrounds Events Manager. Approved Security options include the Princeton Police Dept. and/or Gibson County Sheriff's Dept.

Officers on or off duty.

Hours: The Tenant shall inform the events Fairgrounds Events Manager as to when the Tenant will require access to the buildings for deliveries, decorating and guests. Events must end by 1:00 am with the facilities cleared and locked by 2:00 am.

Tennant will initial each the following:

_____ Will alcoholic beverages be served at this event: (circle one) Yes / No

_____ If Yes, an alcohol permit is required. If alcohol is being sold, a licensed bartender is required.

_____ Tenant must have Certificate of insurance for \$1,000,000 naming the Gibson County Fairgrounds as Additional Insured.

_____ Tenant is required to obtain any and all required permits including alcohol permit if required, at least 30 days prior to the event.

_____ Tenant is required to collect electricity and water hookup, if applicable.

_____ Security Personnel Required: (circle one) Yes / No

IN WITNESS, whereof, the Gibson County Fairgrounds has caused this agreement to be signed for the date(s) indicated above.

TENANT: I agree to the above terms and conditions.

Tenant Signature

Gibson County Fairgrounds signature

Printed Name

Printed Name

Title

Title

Date

Date