

## FACILITIES RENTAL AGREEMENT

The Clinton County Fair Association reserves the right to refuse any and all requests based on the best interest of the FAIR ASSOCIATION or because of availability.

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CLINTON COUNTY FAIR ASSOCIATION, INC., P.O. Box 174, Mackeyville, Pennsylvania, 17750 (hereinafter "Fair Association") and \_\_\_\_\_, address: \_\_\_\_\_ (hereinafter "Lessee"),

### WITNESSETH:

1. The Parties hereto, for and in consideration of the sum of One (\$1.00) Dollar, payment of which consideration is hereby acknowledged, and intending to be legally bound, agree as follows:
2. The Fair Association and Lessee hereby agree that Lessee may have exclusive use of the facilities available at the time of the scheduled event (selected by the Fair Association from the following facilities as indicated on the attached itemized appendix), for the period beginning \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_m., and ending at \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_m.
3. Lessee hereby represents that it will / will not provide alcohol at the Event.
4. Lessee shall pay a One Hundred (\$100.00) Dollar down payment upon execution of this Agreement, which down payment is non-refundable. Lessee shall pay the further (\$\_\_\_\_\_) sum to Lessor upon the conclusion of the Event.
  - a. Lessee is responsible for maintaining and leaving the Premises in a clean and sanitary condition at the conclusion of the Event. A security deposit in the amount of \$\_\_\_\_\_ will be collected at the time this agreement is signed. If the Premises are damaged during the term of this agreement, Lessee must replace and/or repair them to the same value and condition as at the beginning of the term of this agreement, within 30 business days after the conclusion of the Event, to receive a refund of the security deposit.
5. If payment is not made in accordance with paragraph 4, above, Lessee shall also be liable to Fair Association for payment as well as for costs and attorney's fees, including collection costs and court costs, as applicable.
6. Any amusement taxes due are the responsibility of the Lessee.

7. At the time of execution of this Agreement, Lessee must provide Fair Association with the following:

- a. Proof of liability insurance with a coverage amount of no less than One Million (\$1,000,000) Dollars, with the Clinton County Fair Association, Inc., listed as an Additional Insured on the policy.
- b. If Lessee intends to sell alcohol at the Event, proof of insurance with Liquor Liability Coverage with a coverage limit of no less than One Million (\$1,000,000) Dollars, with the Clinton County Fair Association, Inc., listed as an Additional Insured on the policy.
- c. If Lessee intends to provide alcohol at the Event, proof of insurance with Host Liquor Liability Coverage with a coverage limit of no less than One Million (\$1,000,000) Dollars, with the Clinton County Fair Association, Inc., listed as an Additional Insured on the policy.
- d. If alcohol is to be sold or distributed at the event, copies of the certifications of the individuals who are approved by the Pennsylvania Liquor Control Board to dispense alcohol.

8. Lessee further agrees to indemnify and hold harmless Fair Association for any and all injuries to persons or property arising out of the negligence, carelessness, recklessness, or willfulness/intentionality of Lessee, its heirs and assigns.

**9. Lessee further acknowledges that it has had the opportunity to inspect the Premises, if desired, and assumes all risk of damage to persons or property due to the conditions of the Premises.**

10. Lessee may not provide or permit to be provided alcohol at the Event or on the Premises without compliance with section 7(b) or 7(c) and 7(d). If Lessee does so in violation of this Agreement, Lessee shall be liable to Fair Association in the amount of the greater of Ten Thousand (\$10,000) Dollars or the actual cost of any liability or damages, including damages to third parties, costs, and attorney's fees, incurred thereby, which amount shall constitute liquidated damages and not a penalty.

11. Lessee is responsible for maintaining and leaving the Premises in a clean and sanitary condition at the conclusion of the Event. If the Premises are damaged during the term of this Agreement, Lessee shall replace and/or repair them to the same value and condition as at the beginning of the term of this Agreement within three (3) business days after the conclusion of the Event.

12. If, during the term of this Agreement, any refuse of any kind causes stoppage or overflow of the sink or water closet on the Premises, Lessee shall be responsible for the cost of repairing same, putting it in proper condition and for payment of any fines or costs incurred in connection with said stoppage or overflow.

13. Lessee shall not permit, and shall indemnify and hold Fair Association harmless, for any unlawful business or activity conducted on the Premises during the term of this Agreement.

14. Lessee shall not sublet the Premises nor any part thereof, nor assign this Agreement or any interest therein to any person without the consent of Fair Association. Any violation of this paragraph shall constitute an immediate default under this Agreement and shall constitute cause for termination thereof, and Lessee expressly agrees that it shall be liable to Fair Association in such case for a sum equal to twice the amount for which it sublet or attempted to sublet the Premises, which sum shall constitute liquidated damages and not a penalty.

15. The signatories hereto hereby warrant that they have the requisite authority on behalf of Clinton County Fair Association, Inc., and Lessee to enter into this Agreement on behalf of their respective entities.

16. Lessee shall be responsible for providing and/or maintaining its own equipment and furnishings, and agrees that Fair Association shall not in any manner be liable therefor.

17. Should Lessee fail to abide by any of the conditions of this Agreement, Fair Association reserves the right to refuse to lease its property, or any part thereof, to Lessee for future events.

18. This Agreement is to be construed in accordance with the laws of Pennsylvania.

19. This Agreement constitutes the entire understanding of the parties and supersedes any and all other prior agreements and negotiations between them, whether verbal, written, or otherwise. There are no representations or warranties other than those expressly set forth herein.

20. This Agreement may not be amended except by a signed writing executed by all parties hereto.

CLINTON COUNTY FAIR ASSOCIATION, INC.

By: \_\_\_\_\_

LESSEE

Print Name of Lessee \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTACT INFORMATION

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone Number\_\_\_\_\_

Email Address\_\_\_\_\_

Date\_\_\_\_\_

Print Signature\_\_\_\_\_

Signature\_\_\_\_\_

Clinton County Fair Mission Statement: To promote agriculture by providing a place for 4-H youth and area residents to exhibit and participate so that all Fair visitors can benefit and to maintain the grounds and buildings in good condition for year round use.



