Fayette County Ag Society

504 S Vine St, West Union, IA 52175

Phone: (563) 294-0338

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Fayette County Fairgrounds – Rental Lease Agreement

Please fill this lease agreement out and return it to Pleggenkuhle Chiropractic, located at 315 Hwy 150 N, West Union, IA 521775 The following agreement has been made by and between the Fayette County Ag Society of West Union, Iowa (hereafter known as the Fairgrounds) and the undersigned (hereafter known as the Lessee). The Lessee, hereby, has read and understands this contract, and by signing their name, they are entering into a contractual agreement between themselves and the Fairgrounds.

Rental Start Date & Time:	End Date & Time:_	End Date & Time:	
Expected number of Guests:	Rental Price:		
Areas & Building(s) Desired to Rent: Fairgrounds Ag Center 4-H Building Admin Office Band Stand Beef Barn Bethel Generators Building Describe activities that will take place	☐ Clover Café ☐ Commercial Hall ☐ Dairy Barn ☐ Dairy Promotion Building ☐ Dance Pavilion ☐ Floral Hall ☐ Hog Building during rental:	☐ Horse Arena ☐ Log Cabin ☐ Racetrack Pits ☐ Racetrack ☐ Sale Barn ☐ School House ☐ Show Barn ☐ Tile Building	
Renter Contact Name:			
Company Name (if applicable):			
Phone:	Company Phone (if applicable):		
Email:			

<u>Fairgrounds rental</u> is not confirmed until we have received the signed Fairgrounds Rental Lease Agreement and non-refundable security deposit payment. The total amount will be due upon picking up the key(s).

Hours of Operation: The building(s) and grounds must be vacated from 2:00 AM to 6:00 AM or by arrangement with the Fairgrounds.

Smoking Policy: Smoking and the use of any tobacco product or electronic smoking device, by any person, in any building is prohibited at all times.

Clean-Up Policies: The Lessee will be responsible for cleaning all spaces utilized following the event. The Lessee will be responsible for restoring the grounds and buildings to pre-rental condition. If a private caterer uses the buildings, equipment, or grounds, the Lessee is responsible to see that the caterer follows the Fairgrounds regulations regarding clean-up. If it is necessary for Fairgrounds staff to complete the required clean-up tasks, the Lessee will be charged at

the rate of 1 and $^{1}/_{2}$ times the hourly wage of the affected employee for the time needed to complete the tasks. The minimum charge to Lessee for completing clean-up requirements is 1 hour. Building(s) or grounds left in a manner requiring additional cleaning will be sufficient reason to bill the Lessee to cover these added costs.

Trash Pick-Up: All trash shall be placed in the dumpster at the conclusion of the event. Should additional dumpster pick-up be required during the event, charges will be billed separately to the Lessee.

Decorations: The use of nails, tacks, or damaging fasteners to secure decorations or other materials to walls, doors, or from the ceiling is prohibited. Glitter, rice, birdseed, bubbles, helium balloons, confetti, and the like are prohibited. Setup, clean-up, and decorating time must be factored in when making a reservation.

Food/Alcohol Sales: All alcohol must be purchased through the Fairgrounds (*Alcohol Request Form due to the office one month prior to your event*) unless an agreement has been made with the Fairgrounds to suspend or transfer the Fairgrounds liquor license. The Lessee must provide (*if applicable*) to the Fairgrounds the appropriate beer/liquor/wine license/permit listing the Fairgrounds address for the date(s) of the rental. We must have this on file before your event. The Fairgrounds has no restrictions on food caterers.

Revocation of Permit for Use: If at any time the Fairgrounds or the West Union Police Department determines that any use of the Fayette County Fairgrounds is contrary to the public health and safety of the City or such use is tending to cause or provoke a disturbance, the Fairgrounds or West Union Police Chief may revoke the Lessee's permission to occupy the Fayette County Fairgrounds and such groups or individuals shall upon notice immediately vacate the property. Falsification of any and all information in the contract may lead to immediate closure of the event and loss of all fees, including deposits.

Key Pick Up/Return: Keys may be picked up and returned to Pleggenkuhle Chiropractic located at 315 IA-150, West Union, IA 52175. If keys are not returned within three business days from your rental date, the Fairgrounds will charge an additional fee of **\$150.00**.

Insurance: The Lessee will obtain a Certificate of Liability Insurance listing the Fayette County Ag Society as additional insured for the date(s) of the rental. The rate must be no less than **\$1,000,000.00**.

Review and Amendment: Rental Policies and Procedures are subject to change upon review. The Fairgrounds reserves the right to cancel or deny any application. Checks returned "NSF" will automatically cancel the agreement.

The Lessee agrees to exercise due care in the preservation of the premises and to prevent loitering and the presence of unauthorized persons during all usage periods. The Lessee hereby agrees to remit the applicable rental fee and security deposit and be held responsible for any and all damage to persons, property, and premises. The Lessee shall indemnify and hold harmless the Fayette County Ag Society from any and all damage, loss, or liability of any kind whatsoever occasioned upon and/or within the leased premises, or ways or walks adjacent thereto, by reason of any injury to persons or property caused or alleged to be caused by any act or omission, neglect, or wrongdoing of the Fayette County Ag Society or any of his, her and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other persons. The Lessee will, at his, her, and/or its own cost and expense, defend and protect the Fairgrounds against any and all such claims or demands, including attorney's fees.

Lessee	Fairgrounds Representative	
Name:	Name:	
Signature:	Signature:	
Date:	Date:	

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