

## Fisher Fairgrounds Rental Contract

This agreement is made and entered into on this date, \_\_\_\_\_ by and between the Fisher Community Fair and Horse Show, a not-for-profit corporation organized under laws of Illinois, hereinafter referred to as "Fisher Community Fair" and hereinafter referred to as "Rental Organization".

Name of group or individual: \_\_\_\_\_

Contact representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

---

Date and time of property usage: \_\_\_\_\_

Description of property used: \_\_\_\_\_

The rental payment of: \_\_\_\_\_ is made payable to "Fisher Community Fair".

The security deposit of: \_\_\_\_\_ is made payable to "Fisher Community Fair" and is acknowledged of being returned if property is left cleaned and undamaged (at the discretion of the Rental Superintendent).

Rental Organization must include a certificate of insurance (outlined in the attached rules and regulations).

The person signing for the Rental Organization warrants he/she acts as a properly authorized representative to execute the terms of the agreement and personally guarantees payment of all expenses incurred by Rental Organization. By signing below, I (group representative) affirm that I am 21 years of age or older. The person signing also acknowledges they have read the attached Rules and Regulations. Rental organization shall not leave the right to assign this agreement, any provisions hereof, or any of its rights or obligations here under.

Rental Organization signature: \_\_\_\_\_

Superintendent signature: \_\_\_\_\_

# Fisher Fairgrounds Rental Rules & Regulations

## Services Provided By Fisher Fair

Fisher Community Fair shall provide the licensed space with proper heat, air conditioning, house lights and normal maintenance service as shall be necessary. Fisher Community Fair will have no responsibility of liability for failure to supply any such service when prevented from doing so by any cause beyond it's reasonable control or by-laws, orders or regulations of any federal, state, county or municipal authorities. Rental organization will procure and pay for all other services, materials or other items which Fisher Community Fair is not expressly required to provide under agreement and which are necessary for or reasonably incurred by Fisher Community Fair in connection with the presentation of the event.

## Insurance

Rental organization is required to fully insure itself, it's officers, directors, employees, agents and presentation at its own expense for the rental dates.

1. Worker's compensation and/or employee liability (including disability benefits) providing Rental organization has employees on the premises.
2. **Comprehensive general liability** (personal injury, including bodily injury \$300,000 per occurrence).
3. Theft & Fire insurance for all properties brought onto fairgrounds property, including, without implied limitation, the property of third persons under the control of the Rental organization.
4. **Dram Shop** insurance, in the event that any alcoholic beverages are served during use of the licensed space.
5. **Additionally, Rental organization will name Fisher Community Fair as an additional insured on all such policies.** Proof of policies must be submitted with the return of the rental contract. Failure to acquire proper insurance is cause for cancellation of the rental contract.
6. Additionally, Fisher Community Fair in its own discretion and under no obligation to do so, may purchase any of the insurance referenced herein or as may be reasonably determined as necessary given the circumstances and Rental organization shall be liable for such insurance.

## Liability and Indemnification

Fisher Community Fair shall not be liable for any damage to property of Rental organization by water, steam, rain, gas or electricity, from whatever source, internal or external, nor shall Fisher Community Fair be liable for any loss of property from whatever source, internal or external, nor shall Fisher Community Fair be liable for any loss of property from or on said premises, however occurring, or for any damage done to furniture, fixtures, or other effects of Rental organization, by an employee, office or board member of the Fisher Community Fair, the Rental organization agrees to save Fisher Community Fair harmless as against any claim for damage of person or properties arising out of the use of the premises by Rental organization. Rental organization agrees to pay for cost of repair or replacement of any and all damage to the premises and equipment or special cleaning required from Rental organization's use.

Additionally, Rental organization agrees to indemnify and save harmless Fisher Community Fair from any loss, damage or liability from Rental organization's failure or default in the observance or compliance with any and all federal, state and local laws: orders, ordinances and statues regulating or prohibiting the sale or keeping for sale on the premises any drugs and/or alcoholic beverages. Furthermore, Fisher Community Fair shall not be liable and shall be indemnified and saved harmless for any Dram Shop liability, negligence, tortuous acts or other liability resulting from alcohol or drug use before, during or after use of the premises by the Rental organization of third parties during the license period hereunder.

Rental organization shall protect and save Fisher Community Fair harmless against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, any accident or occurrence on about the premises causing injury to any person or property whomsoever and whatsoever, additionally Rental organization shall replace, at their own expense any furniture and equipment as may be worm or damaged by their use, ordinary wear & tear is expected.

### **Advertising**

Rental organization shall not post any literature, signs, placards, notices, posters, banners or flags on the inside or outside, nor shall Rental organization sell or distribute on or about the premises any pamphlets, programs, inserts, circulars, magazines, souvenirs, librettos or any other printed matter without the written consent of the Fisher Community Fair. Failure to comply with this requirement may lead to cancellation of the Rental organization's event.

### **Act of God and Cancellation**

Neither Fisher Community Fair nor Rental organization shall be under any liability for failure to perform the terms of this agreement should such failure be due to acts or regulations of public authorities, labor unions, labor difficulties, strike, war, epidemics or other acts of God.

If the premises is destroyed or otherwise rendered unsuitable for use by Rental organization on the tie and date specified, by unavoidable cause or through no fault of Fisher Community Fair, it is agreed that neither of the parties to this agreement shall be held responsible for a reason of postponement or cancellation of performance(s) or other use of facilities.

### **Radio Broadcasting Television & Recording**

Neither the Fisher Community Fair nor the Rental organization may contact for, nor make arrangements for radio broadcasting, televising, filming, photographing, taping, sound recording or other kinds or reproduction of whatsoever nature for any program presented by Rental organization under this agreement, without the prior written consent of both Fisher Community Fair and the Rental organization.

### **Attorney Fees**

In case suit or action instituted by the Fisher Community Fair to enforce compliance with the agreement, the Fisher Community Fair shall be entitled in addition to the costs and disbursements allowed by statute, to such additional sum as the court may adjudge reasonable attorney's fees to be allowed in said action or suit.

### **Applicable Policies**

Rental organization understands that this agreement is made subject to any rules and regulations of Fisher Community Fair contained herein, and which may otherwise be attached hereto as Schedule B and shall conform to said rules and regulations and be bound thereby.

### **Rental organization agrees:**

1. That no alcoholic beverages shall be sold on the premises without proper license.
2. That they will not engage in any offensive, improper or lawful use of premises, or any use of or occupancy thereof contrary to any law of the city, state or county or any ordinance now or hereafter made, or which shall injurious to any person or property, or which shall be liable to endanger or affect any insurance on the premises or to increase the premium thereof.
3. That they will not injure or deface the premises or any part thereof.
4. That they will not make any alterations or additions in or to the premises without the written consent of the Fisher Community Fair.
5. That at the expiration of the said term, they will peaceably yield the premises back to Fisher Community Fair and all erection and additions made upon the same, in good repair in all aspects.
6. That all property of any kind that may not be on the premises after the expiration of the permitted use hereunder shall be at the sole risk of the Rental organization, and that Fisher Community Fair shall not be liable to the Rental organization or any party for any injury, loss or damage to property or to any person on the premises.
7. That the maximum number of 300 individual capacity shall not be exceeded for the facility (Glades Hall).
8. That no animals will be permitted on the premises without prior written consent of Fisher Community Fair.
9. No smoking within any building will be allowed. That also includes vaping.

**Rental organization specifically agrees that after its use:**

1. The floor will be swept and left without any additional marks, stains or cracks.
2. All tables and chairs will be folded down and neatly stacked on the holders.
3. All keys will be returned within twenty-four (24) hours following the event.
4. All exterior doors are left closed and locked at the conclusion of the event.
5. All lights and electronic devices are turned off upon leaving the premise.
6. All trash will be removed by the Rental organization off site. Fisher Community Fair does not have a dumpster.

**Additional Provisions**

Rental organization shall be responsible for payment of any repairs or damage caused by violation of said rules and regulations and in addition shall pay as a penalty a minimum fee of \$50.00 for each and every violation identified by Fisher Community Fair of said rules and regulations.

No portion of this agreement may be modified without the express written consent of Fisher Community Fair. All additions and/or deletions to this agreement must be made in written and be initialed by both parties to be valid.

If before the date of the scheduled rental, Rental organization breaches or fails to perform fully in accordance with the terms of the agreement, including without limitation, all representations, Warranties, and other undertakings of Rental organization herein contained, Fisher Community Fair shall have the option to terminate this agreement. In the event of such termination, Fisher Community Fair shall have the right to retain all amounts previously paid to Fisher Community Fair, hereunder and Rental organization shall immediately pay to Fisher Community Fair all other amounts that would have been payable to Fisher Community Fair had this agreement remained in full force and affect.

In addition to loss of deposit, the following terms shall apply when Rental organization desires to cancel or change the date of a performance for any reason other than those specified herein. When written notice is received thirty (30) days or more, no charge; less than thirty (30) days, full amount of rent is due.

Fisher Community Fair reserves the right to cancel this agreement with no penalty if, in the opinion of the Fisher Community Fair, Rental organization's financial creditability becomes impaired, or Rental organization does not assume any personal liability for the term of this agreement.