

MADISON COUNTY AG SOCIETY RENTAL AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, _____ by and between **Madison County Agricultural Society**, a Nebraska nonprofit corporation ("Owner, MCAS or Madison County Ag Society"), and

_____ ("Lessee").

In consideration of the following mutual promises:

1. Owner shall lease to Lessee the following described property owned by Madison County Ag Society

(Owner) and located on the Madison County Fairgrounds, Madison, Nebraska: _____

For the purpose of the following described event: _____

The term of the lease shall run from 8:00 am on _____ to 1 am on _____.

Lessee shall pay Owner rent of \$ _____ and an advance **CASH** deposit of \$ _____ upon execution of this Rental Agreement. The deposit check will be cashed prior to the event. Deposit will be refunded to Lessee after the event provided all stipulations in the contract are met. In the event of cancellation, no deposit and/or rent will be returned to Lessee unless written confirmation of cancellation is received at the Fair Office no less than 90 days prior to the rental date. The deposit and signed rental agreement must be received within 30 days of booking a rental date or rental will be cancelled without notice by MCAS (owner).

2. It is understood that Lessee shall use the leased premises for the above event only and for no other purpose whatsoever; that Lessee especially will not cause or permit the leased premises to be used for any unlawful business or purpose whatsoever; that Lessee will not assign, sublet or relinquish the leased premises without the prior written consent of Owner; that Lessee will use all due care and diligence in guarding the leased premises from damage by fire, theft, vandalism and other casualties; will, as a condition of this Rental Agreement, maintain sufficient liability insurance covering the leased premises and Madison County Agricultural Society shall be named as an additional insured; and shall provide Owner with proof of such insurance prior to taking possession. If alcohol is to be served, the policy MUST include host liquor liability coverage. You must have reliable, competent security—minimum of three guards. IT IS AGREED THAT LESSEE ASSUMES FULL LIABILITY UNDER THIS LEASE.

3. Lessee hereby agrees to defend, indemnify and hold harmless Owner and its affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Lease by Lessee and its guests due to any reason but especially due to the sale, use, possession or furnishing of alcoholic liquor either on the leased premises or after Lessee or Lessee's guests leave the leased premises. At the conclusion of the lease term, Lessee will surrender possession of the leased premises in good, clean condition. Time is of the essence. In the event Lessee breaches any term of this Rental Agreement, Owner may use any optional remedy existing under the laws of Nebraska to redress the breach.

4. Lessee further agrees to comply in all respects with Madison City ordinances and Nebraska State Law, particularly as to sale, use, possession or furnishing of alcoholic liquor. Lessee acknowledges and agrees that if Lessee intends to sell alcoholic liquor on the leased premises that Lessee shall obtain a Special Designated License or hire a third party with a Catering License to sell and furnish liquor. Lessee further acknowledges and agrees that if Lessee intends to provide legally obtained alcoholic liquor for Lessee's personal use and that of Lessee's family and guests, i.e. Lessee is going to provide alcohol at no charge to Lessee's guests, Lessee will follow all rules and regulations herein including having reliable competent security. Lessee shall notify Owner that alcoholic liquor is going to be provided or sold and shall provide a copy of the applicable liquor license and insurance coverage to Owner prior to taking possession.

5. Lessee further agrees to acknowledge and agrees to comply with the following rules and regulations for the use of Madison County Fairgrounds facilities:

A. LESSEE MUST CONCLUDE EVENT NO LATER THAN 1:00 A.M. AND VACATE PREMISES BY 1:30 A.M.

B. Lessee must obtain advance permission from Owner's Booking Agent before scheduling and using fairgrounds facilities. Office hours are 8:00 am to 4:00 pm on Monday thru Thursday and 8:00 am to 12:00 noon on Friday. Office telephone number is 454-2144. The deposit and signed rental agreement must be received within 30 days of booking a rental date or rental will be cancelled without notice by MCAS (owner). The rental charge, proof of liability insurance and liquor license (if applicable) shall be submitted to Owner's Booking Agent at least thirty (30) days prior to the event.

C. Rental charges apply to any Lessees using the fairground facilities, except for events directly related to 4-H groups or the Madison County Extension Service. A deposit is also required and will be refunded to Lessee when the leased premises (including any leased buildings, equipment and grounds, including parking area) is returned to Owner in a neat and good condition. This means that Lessee MUST set up, tear down, clean up and place all equipment back in place as found. If extra cleaning is required by Owner's maintenance staff, a fee of \$20 per hour (minimum \$100) shall be withheld from the deposit before refund.

D. Any damage done to outside area and/or property during rental period will allow Owner to retain all or part of the deposit. In the event there are two parties at the facility, any damage that is done to the buildings, property or anything on the grounds, an equal amount will be assessed to each rental party.

E. Lessee is responsible for setting up chairs, tables or equipment. Owner does not guarantee that any time will be available for set up or preparation before Lessee's scheduled event. Lessee must obtain permission from Owner's Booking Agent before bringing any outside furniture or equipment onto the Owner's property. Owner does NOT assume responsibility for personal property or belongings brought onto Owner's property by any person or entity using the facilities or attending any event at the fairgrounds.

F. **LESSEE IS RESPONSIBLE FOR KEYS TO BUILDINGS AND GATE.** If personnel are required to come to the grounds to open gate and/or building during the rental time, an additional \$50 will be charged per trip.

G. **GLASS BOTTLES ARE PROHIBITED throughout Owner's facilities.**

H. **Absolutely no decorations are to be placed on the walls in the 4-H Building.**

I. **ABSOLUTELY NO TAPE, OTHER THAN PAINTERS TAPE, ALLOWED ON THE FLOOR, TABLES, OR WALLS!!**

J. No admissions/entrance fee, cup fee, or set-up fee may be charged by a Lessee or user of the leased premises, no monetary collections may be taken, and no sales may be attempted, without the prior written approval of Owner's Booking Agent. Publicity for any event other than official Ag Society activities must not in any way imply sponsorship by the Madison County Agricultural Society, unless with prior approval of Owner's Board of Directors at a board meeting.

K. The Ag Society Board of Directors has the final decision of operators of all food concessions at all events. **A fee of \$35.00 per beverage/food cart will be charged for utilities**

L. **ALCOHOL WILL BE SERVED () YES () NO**
IF LIQUOR IS SERVED OR LIQUOR LICENSE OBTAINED, THEN PROOF OF LIQUOR LIABILITY IS REQUIRED AND THE POLICY MUST INCLUDE HOST LIQUOR LIABILITY COVERAGE. RELIABLE COMPETENT SECURITY MUST BE OBTAINED. ABSOLUTELY NO UNDERAGE CONSUMPTION OF ALCOHOL! NO SALES OF ALCOHOL WITHOUT A LICENSE. Lessee agrees to ensure alcoholic liquor is consumed in a responsible manner.

M. Any obvious disregard for these, or any rules and/or laws, will be cause for immediate shutdown of the event. (The shutdown of the event is the decision of local law enforcement and/or the Madison County Fair Board members.)

N. Lessee understands and acknowledges this camper site provision by initialing here: () If camper sites are needed, the rate is \$25.00 per night in addition to the amounts set forth above; Camper sites must be reserved prior to the date of the event; any fees for camper sites not paid prior to the date of event may will be held from the security deposit at MCAS discretion; campers MUST be on site no later than noon on Friday for hook-up or between 9-10 a.m. on Saturday. Those will be the ONLY two times that hook-ups will be available; all sites are locked until the time of check in and payment will be made to the person unlicking the site. All campers will use the sites west of the office area.

O. Lessee has read and agrees to all above stipulations and understands that any violations of these will be cause for Owner to retain all or part of the deposit.

IN WITNESS WHEREOF, the parties have signed this Rental Agreement on the date first above written.

MADISON COUNTY AGRICULTURAL SOCIETY, Owner

BY _____
Authorized Representative

Lessee Signature

Madison County Ag Society

P. O. Box 775

Madison, NE 68748-0775

Phone: (402) 454-2144 FAX: (402) 454-6691

C.C. MADISON POLICE DEPARTMENT

Lessee Street/Mailing Address

Lessee City, State, Zip

Lessee Phone Number

Email Address

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DEPOSIT OF _____ RETURNED ON _____
Date

SIGNED BY LESSEE: _____ SIGNED BY MCAS: _____