

RENTAL AGREEMENT

FOR THE USE OF FACILITIES AT THE PERRY COUNTY FAIRGROUNDS

This FACILITIES RENTAL AGREEMENT entered into by the Perry County Fair Association and “renter” by authorized signature of each party as follows: the “renter” is defined as any corporation, group, organization or individual who signs this agreement, and any and all corporations, groups, organizations or individuals that use the facilities and premises of the Perry County Fairgrounds pursuant to this agreement.

For reservations, payments, and keypad number, please contact any Perry County Fair Board member.

RENTER: _____

CONTACT (IF RENTER IS AN ORGANIZATION): _____

PHONE: _____

DATE OF RENTAL: _____

PURPOSE OF EVENT: _____

PLEASE MARK WHICH AREA OF THE GROUNDS WILL BE RENTED BELOW:

	RENTED FACILITY	DAILY RENTAL	DEPOSIT
	Multi-Purpose Building	200.00	200.00
	Multi-Purpose Building with use of Kitchen	250.00	250.00
	Barns (Cattle & Chicken)	125.00	125.00
	Exhibit Hall	75.00	75.00
	Entire Grounds	425.00	425.00
	PA System	100.00	100.00

TOTAL _____

PAID CASH CHECK# _____

In Witness thereof, the parties have executed this Agreement, on this day of _____ (Date).

I certify that I have read and understand and will honor all the terms of this rental agreement.

Signature

Printed Name

Upon arrival at the facilities, if you notice something is not working or broken, please contact the fair board member you spoke with immediately.

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

I. GRANT:

The Perry County Fair Association, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to renter the use of facilities located at the Perry County Fairgrounds for the purpose stated.

II. CONSIDERATION:

In consideration of the use of the facilities located on the Perry County Fairgrounds and other provisions of this Agreement, the renter agrees to pay the applicable rental fee and deposit of said facility. The rental fee and the deposit are due before the day that the facility is booked for an event. The deposit will reserve the facility for the booked date and insure that "USE" provisions are followed during renter's event. The deposit should be tendered as cash in order to be returned to you after your event and satisfactory inspection by an authorized representative of the fair board. Rental fee will be refunded for cancellations by the renter **ONLY IF** the Perry County Fair Association is given a **one week** notice of the date of the event. In the event that the Perry County Fair Association does not receive notice prior to the date of the event, the renter acknowledges that rental fee and the deposit shall be considered forfeited.

III. USE:

Renter's use of the Perry County Fairgrounds and premises shall be in compliance with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations. Renter further agrees to observe and comply with all rules and regulations adopted by the Perry County Fair Association concerning the use of the rented facilities. The renter agrees, understands, and acknowledges that by signing this agreement, concerning use of the facilities, renter is bound to observe and enforce the following provisions:

1. Smoking inside any building is strictly prohibited by laws of the State of Arkansas.
2. Incidental use of water and electricity is included in rental fee for the rented facility only.
3. The Perry County Fair Association will ensure that all trash cans are lined with bags initially. Once those bags are filled, it will be your responsibility to provide additional bags. You must also supply your own dishes, silverware, cups, glasses, paper towels, food and beverages.
4. All buildings, rooms, or grounds used must be returned to the condition you found them in before your event including: properly cleaned, the trash taken out and placed in the dumpster to the east of the multi-purpose building (key provided), and the tables and chairs cleaned and returned to the order they were found, before the deposit fee will be returned.
5. There will be cleaning checklists posted and the cleaning supplies will be available.

6. All cleaning, trash removal, etc. must be done by you or your organization immediately after event unless previous arrangements have been made with the Perry County Fair Association.
7. Any damages or theft of property will first be deducted from your deposit and if any remaining balance is due it will be invoiced to you or your organization.
8. Return the heat or a/c setting as you found it.
9. Do not hang anything directly on the wall with tape or staples.
10. When you leave the building or grounds, make sure all the lights are turned off.
11. Lock all the doors and gates as you leave. DO NOT make any copies of any keys provided to you. Keys must be returned within 24 hours of the rental date or the deposit will be forfeited.
12. After the event, the rented facilities will be inspected by the appointed individual and evaluated for the deposit status.
13. There are speakers available for use in the livestock barns. If the renter would like to use the fair association's PA system, a 100.00 deposit must be given in advance to the equipment being loaned. Once the equipment is returned, and it is tested to be in working order without issue, 50.00 will be refunded to the renter.

In the event of a breach of this agreement by the renter, renter shall forfeit, in full, all charges paid or owed to the Perry County Fair Association for use of its facilities pursuant to this agreement. Further, the Perry County Fair Association shall not be responsible or liable in any respect for any damage caused to the renter arising from its inability to use the facilities of the Perry County Fairgrounds due to renter's breach of this agreement and renter hereby waives any and all rights to recovery of such damage and hereby releases the Perry County Fair Association from any such liability. Renter further agrees to indemnify the Perry County Fair Association for all loss, costs, damage and expenses including reasonable attorneys' fees, caused by or required to enforce this agreement.

IV. "AS - IS" CONDITION:

Renter agrees to accept the facilities of the Perry County Fair Association in its "as -is" condition "with all faults." No physical or structural alterations or improvements to the facilities are permitted without specific authorization by the Perry County Fair Association Board in the form of an amendment to this agreement.

VII. RESTORATION:

If any damage occurs to the facilities or premises of the Perry County Fairgrounds, or if any repairs or replacements need to be made to the facilities or premises as a result of the renter's use of the facilities or premises under this agreement, renter shall pay the Perry County Fair Association for any such damage, repairs, or replacements upon demand by the Perry County Fair Association.

VIII. ENTIRE AGREEMENT:

This agreement contains the entire agreement between the Perry County Fair Association and the Renter with respect to the rental of the facilities or premises of the Perry County Fair Association. There are no oral agreements existing between the Perry County Fair Association and the Renter.

NOTE: The Perry County Fair Association reserves the right to review and change fees as needed.