

Suwannee River Fair & Livestock Association, Inc.

Board of Directors

Suwannee River Fair Pavilion Rental Agreement

This **AGREEMENT** is made on: (DATE) _____,

between **SUWANNEE RIVER FAIR & LIVESTOCK ASSOCIATION, INC.** hereinafter referred to as “**SRF**”,

and _____,

hereinafter referred to as “**RENTER**”,

Address: _____

Contact Person: _____

Telephone Number: (_____) _____.

1. RENTED SPACE: Upon the terms and conditions set out below, SRF extends permission to use the following areas and facilities. NOTE: Use of chairs/tables requires an additional deposit:

a. _____

b. _____

c. _____

d. _____

2. PURPOSE: RENTER may use the rented space for the purpose of: _____

3. USE DATE(S): The use must be conducted during the following dates:

Check In – Date and Time: _____

Check Out – Date and Time: _____

4. Fees

Grounds Rental Only- No Pavilion Access

		price		# of days		total
Outdoor grounds, field and/or yards, ONLY- NO ELECTRICITY or WATER	Per day	\$350.00	X		=	
Outdoor grounds with use of outside electricity	Per day	\$650.00	X		=	
Outdoor grounds with use of outside electricity multi-day discount	Flat Fee for 3 days max	\$1,500.00	X		=	
No indoor/outdoor restroom usage available with outdoor rentals			Sub-Total			

Pavilion Rental

		price		# of days		total
Pavilion w/ring set up and shavings provided*	Flat Fee 3 days max	\$3,800.00	X		=	
Pavilion with or without ring set up and no shaving	Flat Fee 3 days max	\$2,200.00	X		=	
Pavilion without ring or shaving weekly rate Mon-Thur	Per day	\$575.00	X		=	
Pavilion without ring or shaving weekend rate for Fri, Sat or Sun	Per day	\$750.00	X		=	
			Sub-Total			

Additional deposit for use of tables/chairs *separate check required*	Deposit *	\$500.00		NO TAX	=	
Short meeting (3 hours - no animal exposure)	flat charge	\$150.00			=	
Scale Use will require a \$2,000.00 liability for replacement cost of scale if broken	flat charge	\$500.00			=	

Nonprofit business (501 C 3) and churches

For profit business or organization

*No tax is due	Total Due :
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- 5. DOWN PAYMENT TO HOLD SPACE:** This AGREEMENT will not be in force and the USE DATE(S) will not be held, until AGREEMENT has been signed by both parties and a non-refundable DOWN PAYMENT of \$500.00 (or total fees, if less than \$500.00) has been received by SRF. RENTER further agrees to pay the remainder of the total owed, \$, by (fourteen (14) days prior to USE DATE(S)).
- 6. CLEANING/DAMAGE DEPOSIT:** In addition, a CLEANING/DAMAGE DEPOSIT will be due at the time of the final rental payment. The DEPOSIT will be \$500.00 for use of the pavilion only and \$1000.00 for livestock shows. If the pavilion is found to be clean and not damaged in any way, this DEPOSIT will be returned to RENTER. You must send a separate check for the \$500.00 deposit.
- 7. KEYS:** KEYS to the pavilion and to the gates will be provided. KEYS must be returned within one week (7 days) of USE DATE(S).
- 8. INTERNET:** Internet is available through Wi-Fiber (352 490-5433). Internet is turned off and can be made available by contacting Wi-Fiber directly.
- 9. SHAVINGS:** If pavilion is rented with the ring set up, shavings will be provided in the ring only. Bedding/shavings for stalls in barns must be supplied by (and used bedding/shavings removed by) the renter. If shavings are piled in barn, do not use without getting permission from SRF. If shavings are used without permission, you will be charged \$2,000.
- 10. TABLES AND CHAIRS:** An additional \$500.00 deposit is required for the use of tables and chairs and is due at the time of final rental payment. If all tables and chairs are accounted for and are not damaged in any way, this deposit will be returned to RENTER (separate check is recommended). There are 25 round tables (6' diameter) and 200 chairs.
- 11. INDEMNITY:** RENTER shall release, hold harmless and indemnify SRF and its officers and directors from any loss, liability or expense (including attorney fees and other expense of litigation) in any way arising out of or connected to RENTER's conduct of the Event or use of the Rented Space.
- 12. INSURANCE:** RENTER shall have and maintain in effect no less than One Million Dollars (\$1,000,000.00) in combined, single limit, bodily injury and property damage liability insurance, including products liability, **which names Suwannee River Fair as additional insured.** The insurer and policy must be acceptable to SRF. The insurer shall have an adjuster to handle claims. The policy must be an occurrence basis policy and the term of the insurance must include storage, move-in and move-out times. The policy must not contain a coinsurance clause, must contain a contract liability clause pertaining to the indemnity of this Agreement, must pay the fees, costs and expenses of litigation, and must contain a clause or endorsement by which the insurer undertakes not to cancel as to SRF and its insured's without prior written notice of at least 30 days. RENTER shall furnish to SRF a certificate of insurance and a copy of the policy no later than **fourteen (14) days** before the first day of USE DATE(S).
- 13. CLEAN-UP:** There is a dumpster on site. The RENTER will be responsible for all clean-up and placing all waste and garbage in the dumpster. Clean-up will include all rented spaces (including restrooms) and grounds. Used bedding/shavings from stalls must be removed and taken off site.

If additional clean-up is needed, RENTER will be responsible for actual cost. During the USE DATES the RENTER may contract directly with the SRF janitorial personnel for cleaning. SRF will not be a party to any agreement between the RENTER and SRF janitorial personnel. Pricing and payment will not be dictated by or managed by SRF.

14. **ACCEPTANCE BY SRF:** If this Agreement is accepted by SRF, the SRF's performance hereunder shall be conditioned upon continuing and strict compliance with the terms and conditions of the Agreement by RENTER.
15. **SETTLEMENT:** Final settlement will be made fourteen (14) days before the scheduled USE DATE(S).
16. **RESPONSIBILITY:** RENTER shall be solely responsible for the proper operation and performance of the Event and all related activities of itself, its officers, members, employees, volunteers, participants, independent contractors and the like. An act or omission of the foregoing persons which causes loss, liability or expense to SRF shall be deemed also an act of RENTER with respect to SRF. SRF does not participate as a joint venture or partner or in any other capacity with RENTER. SRF may condition entry into the Rented Space by RENTER's participants, officers, members, employees, volunteers, and independent contractors and the like upon execution of a waiver in form determined by SRF.
17. **SECURITY:** RENTER shall provide all security.
18. **PAYMENT FOR DAMAGES:** In the absence of a mutual inspection by SRF and RENTER, RENTER shall inspect the Rented Space before moving in. RENTER shall report all defects and damages which RENTER contends are present before undertaking its use of the Rented Space. RENTER shall pay the actual, reasonable costs of the repair or replacement of any property of SRF, or loss in value if SRF elects, the loss or damage of which is attributed to RENTER under this Agreement.
19. **NATURE OF RENTAL:** The Rental is not a conveyance of an interest in real property. It constitutes nothing more than limited contract permission to use and be on and about the Rented Space. No permission is given to improve damage or alter the real or personal property of SRF. This Agreement is personal and may not be assigned.
20. **PARKING: OTHER SPACE AND EVENTS:** SRF shall control all vehicle parking and may charge such fees and impose such conditions as it determines. SRF may use any portion of its premises not Rented to RENTER for other purposes and events.
21. **OWNERS RIGHT OF ENTRY:** SRF may impose and enforce rules for the management and operation of its premises including the Rented Space. Its representatives may enter the Rented Space at any time and on any occasion without any restrictions whatsoever.
22. **OBJECTIONABLE PERSONS:** SRF may eject or cause to be ejected from its premises, including the Rented Space, any person or persons it deems necessary for lewd or indecent actions, fighting, intoxication, loud or abusive language, or other conduct which is offensive, disruptive, or otherwise objectionable. Neither SRF nor any of its employees shall be liable to RENTER for any damages that may be sustained by RENTER through the exercise of this provision by SRF.

23. PUBLIC SAFETY: RENTER shall conduct its activities with full regard to public health and safety, and shall observe and abide by all applicable laws, regulations and requests by duly authorized persons responsible for public health and safety. All sidewalks, doors, aisles, and other passages, and all ways of access to public utilities of the premises, including fire extinguishers, shall be kept unobstructed by RENTER and shall not be used for any purpose other than ingress and egress.

24. ALCOHOL AND DRUG POLICY: In keeping with the Purpose and Constitution of SRF, No alcohol or drugs will be allowed on SRF property. RENTER will take full responsibility for the requirement. Failure to do so will immediately and finally terminate this AGREEMENT and all money will be forfeited.

25. DOGS OR PETS: All dogs and other small animals that are within SRF property must be on a leash short enough to be under the complete control of the owner or custodian. SRF may pick up or cause to be picked up by Animal Control any animals which are unleashed. Barking dogs and other nuisances will not be tolerated, and owners will be asked to leave the grounds

26. LIVESTOCK SHOWS - Any Livestock show held at the SRF venue must have a State Health Inspector present to inspect every animal before allowing them to be on the premises

27. ADMINISTRATOR'S DISCRETION: Whenever, under the provisions of this Agreement, SRF is granted discretion, or the right to approve or disapprove, the discretion of SRF may be exercised by the Administrator of SRF.

28. CANCELLATION: The DOWN PAYMENT is non-refundable except for CANCELLATION by SRF due to circumstances that are beyond the control and influence of the RENTER. If the RENTER initiates CANCELLATION at least 14 days prior to USE DATE(S), any fees that have been paid in excess of the DOWN PAYMENT will be refunded. If the RENTER initiates CANCELLATION less than 14 days prior to USE DATE(S), there will be no refund.

29. POWER TO TERMINATE: If RENTER shall not fully and strictly comply with this Agreement, in addition to any other remedy it may have at law, SRF may terminate this Agreement. All remedies provided to SRF under this Agreement are in addition to any provided by law.

30. NO WAIVER: No failure or practice of SRF to insist upon strict compliance with this Agreement shall be a waiver of its terms and conditions or SRF's right to insist upon strict compliance.

31. ENTIRE AGREEMENT: This Agreement is the entire understanding of the parties. It supersedes any negotiations, representations or promises about the matter, and it may not be amended except by written amendment of equal formality.

In addition to the above items, the RENTER agrees to do the following upon vacating the premises:

- a) Turn off all air conditioning/heat units & fan
- b) Turn off all lights
- c) Lock all doors

Failure to do so will result in you being charged or the loss of deposit to cover electricity costs.

Initial _____ By RENTER

In Witness whereof, the parties have set their hand:

Suwannee River Fair & Livestock Association, Inc.

DATE _____

RENTER:

DATE _____

**Please Return to:
Suwannee River Fair & Livestock Association, Inc.
PO Box 252 Trenton, FL
32693 (352) 222-3232 suwanneeriverfair@gmail.com**