

CLOUD COUNTY FAIRGROUNDS/BUILDING RENTAL AGREEMENT

Below is the rental agreement for renting any of the property on the Cloud County Fairgrounds.

You must read and sign an agreement before renting any of the Fairgrounds property.

CLOUD COUNTY FAIRGROUNDS

Rental Policies and Procedures

Thank you for considering our facility for your function. The Cloud County Fairgrounds shall be available for private rentals in accordance with the following terms and conditions:

1. RESERVATIONS

- a. All Reservations must be made by the completion of this form and submitted to the Cloud County Fairgrounds Manager, c/o Danny McReynolds, PO Box 227, Concordia, KS (785-262-7182), excluding holidays. Reservations will be taken on a first-come, first-serve basis in accordance with the guidelines established by the Cloud County Fair Association. It is the policy of the fair board to make the fairground's facilities available for rental use, under the terms and conditions set forth herein; to as broad spectrum of groups and individuals as is feasible. The fair board reserves the right to adopt rules and fee schedules that promote this policy and to make changes to the rules and fee schedules as the fair board sees fit.
- b. All fees associated with the rental, as set forth in this document, must be paid in full at the time of making the reservation. Please note that you may be charged for all the time you utilize the facility, including the time required for the setup and cleanup of your event.
- c. You will be required to make two checks as stated below:
 - i. One for the building/facility rent and the other for damage deposit.
 - ii. The damage deposit check will be given back to you or a portion thereof upon proper and satisfactory checkout of the facilities with the fairgrounds manager. He/she will walk through the rented area(s) and review the area with you so that there are no discrepancies. If the renter fails to complete the checkout process with the fairgrounds manager, you forfeit your damage deposit.

2. TIME FRAME:

- a. For auctions, and/or other sales, weddings, rehearsals, receptions, meetings, benefits, dinners, etc.
 - i. The renter is allowed up to one day previous setup time IF that day does not coincide with another scheduled event.
 - ii. The renter is allowed up to one immediate following day for tear down and cleanup if the following day does not coincide with another scheduled event.
 - iii. These allowed "Extra" days are at the rate of \$50/day to cover utility expenses. These days do not necessarily have to be stated on this contract, but MUST BE communicated to the fairgrounds manager immediately so that he/she can

make appropriate arrangements. It is strongly encouraged to plan for these extra days at the time of the rental agreement to prevent any scheduling conflicts. Any other length of time that the above mentioned extra days will be billed at the full rent price per day unless prior arrangements are made, agreed upon by both parties, and on paper.

- iv. At final inspection, you will be required to pay the balance due on any “extra” and/or average days.

3. COMPLIANCE WITH APPLICABLE LAWS

- a. The renter is required to be present at the fairgrounds and available to the fair board personnel during the entire course of the rental period.
- b. Renters using the facilities shall comply with all Federal, State and Local laws.
- c. Furthermore, the renter assumes full responsibility and liability for the acts and omissions of his invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees.

4. ALCOHOLIC BEVERAGES

- a. The safe, consumption, or distribution of any alcoholic beverage at the fairgrounds is expressly prohibited unless duly authorized by the fair board members or any designee prior to the event being conducted.
- b. Alcoholic beverages MAY NOT be sold unless it is by the fair board designee holding a current and proper retail liquor license. Renters have 2 choices: (1) Purchase all liquor and give it away or (2) Hire the fair board designee who holds the proper liquor license to sell all liquor with the exception of the “champagne toast”. The fairground manager will have contact info.
- c. Alcoholic beverages are only permitted INSIDE the Commercial Building or at the designated beer garden area at the race track.
- d. If you contract with the fair board liquor designee to work your event, no other alcohol is allowed to be brought into the Commercial Building or the designated beer garden area by you or any other attendee, with the exception of the “champagne toast.” No alcohol from inside these areas is allowed to be outside these areas anywhere on the fairgrounds.
- e. During the course of the event where alcohol is served, the fair board reserves the right to a random inspection by the fair board, fairgrounds manager, or law enforcement officers looking for underage drinkers.
- f. Furthermore, the fair board reserves the right to limit the number of invitees, or to close down the event early if the board determines it to be in the best interest of public safety and necessity.
- g. In the event that your function is closed down, there will be no refund of monies to you for the unused time on your reservation. The renter is solely responsible for complying with all laws pertaining to the safe, consumption and/or distribution of alcohol at their event.
- h. “NO” ALCOHOLIC BEVERAGES ARE ALLOWED AT A FUNCTION WHERE THE MAIN PURPOSE AND ATTENDEES ARE PERSONS UNDER THE AGE OF 21. THIS INCLUDES HIGH SCHOOL GRADUATION PARTIES, BIRTHDAY PARTIES, ETC.
- i. All retail drinks and alcoholic beverages must be purchased by and through the fair board designee without exception (Contact the fairgrounds manager for contact info)

5. RENTAL FEES

- a. The facility is available for rental seven days a week. The facility may be reserved in advance with the payment of the appropriate deposit and rental fee as shown in the attached schedule.
- b. No facility rentals will be available the week prior and the week during the Cloud County Fair.
- c. Please note that these rental hours also apply to the setup and cleanup of the renter's event. Be advised that a \$25.00 administrative fee may be charged to facilitate any changes made within seven (7) days of the scheduled rental. This does not include fees associated with additional hours.

6. CLEAN-UP

- a. It is the responsibility of the **RENTER** to clean up the facility(s) rented after use during the time frame of the scheduled event.
- b. The responsibility includes but not limited to the following:
 - i. Cleaning and neatly returning tables and chairs to their original location
 - ii. Sweeping floors
 - iii. Mopping floors as needed
 - iv. Removing decorations and signage
 - v. Removing all trash in receptacles and putting in the dumpster outside
 - vi. Cleaning the kitchen
 - vii. Cleaning up any manure and/or hay/straw or other bedding
 - viii. Re-leveling the area and filling in any holes in the ground (including arena areas) caused by your event and/or invitees
 - ix. Replacing any brome or grass which was damaged as a result of the renter's event.
- c. Should you decide to have the fair board or any fair board designee handle the cleanup responsibilities, the rate will be \$50.00/hr. plus any materials required to complete such task, with a minimum fee of \$50.00.
- d. If there is more damage than is covered by the deposit, the renter is liable for the balance.

7. COUNTY FUNCTIONS

- a. Programs conducted by the fair board will be given priority over any reservation requests.
- b. The board reserves the right to cancel any reservations that may conflict with a fair board sponsored event or activity.
- c. Every effort is made to minimize and/or eliminate the likelihood of such an occurrence.

8. YOUTH GROUP RESTRICTIONS

- a. Groups that are composed of youth seventeen (17) years of age and younger, must have one (1) adult chaperone present, at all times for each fifteen (15) youth in attendance. Failure to comply could result in closing the event and rent forfeiture.
- b. Youth groups are allowed to use the facility free of charge as long as the facilities are left clean, no spills that need cleaned up, the trash taken to the dumpster, the kitchen cleaned if used, and the floor swept. A \$50.00 cleaning fee will be charged if the facility is not left clean

9. DECORATIONS

- a. All decorations that need to be attached to the physical structure (walls, ceilings, etc.) at the fairgrounds facility must be pre-approved by the fairground manager or fair board member.
- b. We must insist that dance waxes or similar items must not be used in the facilities or on the grounds. This is for user safety and the protection of the integrity of the fairgrounds. Please be advised that if any such materials are used, you will forfeit your rent and deposit, regardless of whether you took appropriate measures to clean the materials up.

10. TABLE COVERING

- a. Table coverings must be used on any table where food, beverage, paints, or other liquids will be consumed or placed.
- b. Plastic, paper, or cloth varieties are allowed. Table coverings must not be stapled or glued to tables. Coverings shall be removed upon the end of the renter's event and tables & chairs cleaned.

11. STAGE

- a. The stage sections are heavy and require adult supervision when setting up and taking down. Under each section are brackets to secure the sections. Make sure the steps are completely unfolded and secured. The stage must be returned to the rolling rack if taken down. There are two extra sections that can be leaned up against the wall.

12. INDEMNIFICATION

- a. The renter agrees to indemnify and hold harmless Cloud County Fair Association, its officers, agents and employees harmless from any and all actions, claims, costs, damages and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the fairgrounds by the renter, renter's invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the fairgrounds facilities.

13. PERSONAL LOSSES AND DAMAGES ARISING AT RENTAL

- a. Cloud County Fair Association is not responsible for lost, damaged, misplaced property placed at or in its facility or grounds.
- b. Furthermore, the renter agrees that the fair association is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the fairgrounds facilities and/or its grounds.

14. FACILITY ACCESS

- a. Arrangements will be made via the fairgrounds manager, with the renter, to open and close the facility.
- b. In the event of an emergency, please contact the Sheriff's Department Dispatcher at (785) 243-3636 for assistance.

15. PARKING

- a. Please inform your guests that there is ample parking available on the fairgrounds.
- b. Please observe the handicapped parking notices if applicable in the rented area.

16. OPEN FLAMES

- a. Absolutely no open flames, flame producing devices or any flammable and/or combustible materials are allowed inside the facilities.
- b. This includes but is not limited to following: candles, torches, incense burners, charcoal grills, sterno burners, etc.
- c. Please be advised that if this rule is infringed, you will forfeit your deposit, regardless of whether you took measures to rectify the infraction and clean up any resulting mess.

17. THERMOSTAT CONTROLS

- a. Please contact the fairgrounds manager if you or your guests are not comfortable with the building temperature.
- b. The thermostats are very sensitive and expensive instruments. Do Not attempt to make adjustments yourself. You will be financially liable for any damage caused and/or excessive energy used if you or your guests tamper with these instruments.

18. CANCELLATIONS

- a. All cancellations must be requested by the renter in writing to the fairgrounds manager.
- b. If applicable, all cancellation fees will be deducted from the fees paid at the time the reservation was made, prior to the refund being processed. The following refund schedule is strictly adhered to;
 - i. 30 days or more notice of cancellation: full refund
 - ii. 20 -29 days: 50% refund
 - iii. 0 – 19 days: 0% refund
- c. The fair board reserves the right to override this refund schedule if special circumstances determined by the board members are met.

19. HOLIDAY RATES

- a. Holiday rates will be applicable for all groups renting the fairgrounds on any of these days: Thanksgiving Day, Christmas Eve and Christmas Day.
- b. Rentals for these holidays require a four (4) hour minimum at a premium rate of 125% of the published rate.
- c. Any cancellations made on “holiday reservations” will not be refunded.

20. TABLE AND CHAIRS

- a. The use of tables and chairs are provided at no charge upon rental of the community building, for which the renter is responsible for set up, take down, and cleaning thereof.

21. EVENT COMPLETION

- a. Upon the conclusion of your rental, the renter shall contact the fairground manager at (785) 262-7182, to schedule the post rental inspection.
- b. The fairgrounds manger and renter will inspect the condition of the premises rented and verify that you have fulfilled your responsibilities and that your deposit or a portion thereof, will be refunded.
- c. If a full deposit will be refunded, your original deposit check will be given back to you.
- d. If a partial deposit will be refunded, the partial refund will be remitted to the renter after the next fair board meeting which happens the seconded Monday of each month.

22. FIRE MARSHALL REQUIREMENTS

- a. The local Fire Marshall prohibits blocking the following
 - i. Electrical Panels
 - ii. Exits

iii. Restrooms

b. Blocking any of the above will result in a fire code violation and will be subject to a fine.

23. SMOKING POLICE

a. No smoking is allowed inside the any of fairgrounds buildings

Cloud County Fairgrounds Rental Fee Schedule

- ❖ Community Building including Kitchen, conference room and restrooms:
 - Hourly: \$100.00
 - Four Hour Block: \$250.00
 - 12 Hour Block: \$350.00
 - Weekend Block: \$600.00
 - (this includes ½ day prior to set up, Day of Event, and ½ day following for cleanup)
 - Prescheduled “Extra Days” \$50.00/day
 - Mandatory damage deposit \$200.00

- ❖ Conference Room Only:
 - Hourly: \$20.00
 - Four Hour Block: \$60.00
 - Full Day: \$100.00
 - (this includes ½ day prior to set up and ½ day following for cleanup)

- ❖ Kitchen, Restroom, and conference room area only:
 - Hourly: \$50.00
 - Four Hour Block: \$150.00
 - Full Day: \$250.00
 - (this includes ½ day prior to set up and ½ day following for cleanup)
 - Prescheduled “Extra Days” \$25.00/day
 - Mandatory damage deposit \$200.00

- ❖ Covered Area (For Profit events)
 - Daily: \$100.00
 - Mandatory damage deposit \$100.00

- ❖ Horse Stall in horse barn:
 - Daily: \$20.00/stall per day
 - Mandatory damage deposit: \$75.00

- ❖ Campers/RV/Horse Trailer/Stock Trailer Hookup:
 - Daily: \$15.00 (Electric Only, Water and/or sewer not provided)
 - Mandatory damage deposit \$200.00
 - If your event has multiple hookups needed, a single deposit will suffice, but the event renter is responsible for being sure that each camper/trailer invitee’s area is cleaned before the inspection of the fairgrounds manger.

RENTERS INFORMATION

PRIOR TO THE EVENT:

Renter's Brief description or purpose for the use of the structure or area to be rented:

Date(s) requested for reservation:

Renter's Signature: _____ Date: _____

Renter's Printed Name: _____

Address: _____

Phone Number: _____

Mail this page along with the Mandatory Damage Deposit to:

Danny McReynolds PO Box 227 Concordia, KS 66901-0227

AT THE TIME THE KEY IS PICKED UP – Both the Renter and the Fairgrounds Manager Agree that the facility is clean. Once the renter picks up the Key you are responsible for the cleanliness of the facility. Any price negotiation will be done prior to receiving the Key.

Renters Signature: _____ Date: _____

Fairground Manager Signature: _____ Date: _____

FOLLOWING THE EVENT:

Both the Renter and the Fairground Manager agree to the following:

_____ The facilities were left as they had found prior to event.

_____ The following damage happened during the event and will be charged accordingly.

Fees:

Total Rental fee due: _____

Damage Deposit Amount: _____ Date Received: _____

Additional Damages Due: _____ Date Received: _____

Total amount dues at completion of event: _____ Date paid: _____

Renter signature: _____ Date: _____

Fairgrounds manager/board member: _____ Date: _____