

MORRIS COUNTY FAIRGROUNDS RENTAL AGREEMENT

Community Building, Barn & Pavillion

612 US Hwy 56 – Council Grove, KS 66846

In consideration for the use of the Morris County Fairground facilities, I/we, **X** _____ hereby agree to be responsible to the Morris County Fair Board Association for said building, equipment, and contents on the following date(s): **X** _____ to **X** _____, 20__ and agree to vacate said premises in the same condition as received less reasonable wear and tear.

I/we agree to pay the Morris County Fair Board for any and all damages or loss to said buildings, equipment and contents other than reasonable wear and deterioration thereof.

I/we hereby individually and jointly agree to indemnify and hold harmless the Board of County Commissioners of Morris County, Kansas, and the Morris County Fair Board, their agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney fees in case it shall be necessary to file an action, arising out of the use and rental of the above-mentioned facilities which is (1) for bodily injury, illness or death or (2) for property damage, including loss of or use or (3) caused in whole or in part by our negligent act or omission.

I/we also acknowledge & agree to abide by the following schedule and renting rules governing use of this facility:

1. Scheduling will be handled by and at the convenience of Lisa Wainwright Building Manager or Flint Hills Extension Dist. #13 (rental agent) . Facilities will not be rented to juveniles. Youth groups must have an adult sponsor to sign this agreement and have adult supervision in sufficient numbers for the size of the group. (1 adult per 10 youth)
2. Smoking will NOT be permitted inside the main building.
3. Do not drive or park on lawn areas or patio. If ruts are made by vehicles doing so during your rental, a maintenance fee will be assessed and taken from the deposit.
4. Renter must submit proof of having liability insurance to cover damage to the building and general liability of at least \$500,000. This must be done prior to date of rental. If the renter does not provide proof prior to the rental, the contract will be canceled and the reservation fee will be forfeited.
5. The **Non-Alcoholic Contract & Auction Sale Contract** will NOT allow alcohol within the Fairground perimeter. If there is evidence of alcohol usage under this contract, all deposits will be forfeited. In addition, a fine of \$500 can be assessed by the Morris Co. Sheriff's Dept. for misuse of county property.
6. The **Alcoholic Contract** will allow alcoholic beverages on the premises. However, the following rules and regulations will apply to the use of alcohol:
 - a. Any selling of liquor or alcoholic beverages on the premises must be in compliance with state law and local regulations, including obtaining appropriate permits.
7. It is recommended that the tables be covered during your rental. For clean up: Tables and chairs are to be wiped clean, if needed, folded, placed on the appropriate racks & returned to the storage room. (no more than 10 tables to a cart). All tables will be accounted for or you will be charged for the replacement of missing ones. During your event, people should not be standing or dancing on the tables.
8. All floors (including main area, hallway, bathrooms and kitchen) shall be swept and wet mopped to return the premises to its original condition. Do NOT use any type of tape on painted surfaces of floors or walls. Rugs should be vacuumed. All cleaning supplies, brooms, mops, buckets, and trash bags shall be found in the cleaning closet between the bathrooms. The building manager will evaluate based upon cleanliness following rental.
9. Final cleanup and vacating the building shall also include the following:
 - a. See #8 for complete details regarding floor clean up.
 - b. Wipe all tables clean and chairs as needed. Return appropriately to storage room.
 - c. Empty all trash cans and barrels (including outside) by tying bags shut and hauling to the dumpster, parked at the northeast end of the building. Place new garbage bags in the trash cans.
 - d. Clean bathrooms, including toilets and sinks. Be sure all faucets and fans are shut off.
 - e. Remove all your food items from kitchen and appliances and leave ice machine "as is".
 - f. Remove wires & tape that were put up for decorations.
 - g. Turn all 4 thermostats to: A/C units up to - 75 (summer) or furnace units down to - 50 (winter).
 - h. Turn all lights – Off. Lock all doors and pull to ensure lock is secure.
 - i. Return key at designated time to: building manager, Bethany Stansell, or other Agent of the Fair Board.

10. **SECURITY DEPOSIT** is required. Failure to abide fully with Items 2 through 9 shall result in loss of deposit money or a portion thereof as determined by the rental agent or building manager. A “walk through” to inspect building & premises will be conducted at key check out and key return, by the renter & agent, to verify acceptable condition and sign on contract below. If not acceptable: appropriate time will be allowed to bring it to approved status or a cleaning fee will be deducted from the deposit fee. The deposit fee is to be paid with key check out and written on a separate check from rental fees.

11. In the event of breakage of equipment or building contents, the Morris County Fairboard shall assess the cost of repair or replacement against renter and shall have the right to recover any costs over and above the deposit obtained hereunder.

12. **Cleaning Service** - Optional fee to address floor cleaning from item #8, items #9d, and sanitizing the kitchen.

13. A **RESERVATION FEE** must accompany this contract. It is **NON-REFUNDABLE**. This is in addition to the rental fees. At the time of key release, the rental fee, extra day/s fee, and outdoor building fees shall be included as one check. Deposit amount shall be a separate check and shall also be collected at time of the key release. At such time the contract will be discussed in its entirety. The deposit check shall be held and returned if the building and premises are left in the clean condition it was found in during key check out.

14. It is recommended / advised that renter retain a copy of said contract during the use of these facilities in the event questions arise with legal authorities. The Morris County Sheriff’s Department has the authority to patrol any county premises to verify appropriate usage.

15. **Cancellation of Contract:** Said contract may be canceled 1 week or more prior to event without loss of rental fee. Cancellation within 1 week of event shall constitute loss of rental charge and renter is still expected to pay the rental fees.

I/we hereby acknowledge receipt of this contract, understand the intent thereof and agree to abide by all stipulations thereof.

X _____
Renter Signature

X _____
Phone number

X _____
Date

X _____
Renter Print Name

X _____
Address

Morris County Fair Buildings - Fee Schedule

		\$ Due	Date Paid
_____ <u>RESERVATION FEE</u> - non-refundable	(\$50)	\$ _____	_____
_____ <u>NON-ALCOHOLIC RENTAL</u>	(\$300 - per day(s) of event)	\$ _____	_____
_____ <u>ALCOHOLIC RENTAL</u>	(\$450 - per day(s) of event)	\$ _____	_____
_____ <u>CLEANING SERVICE</u>	(\$125-per event)	\$ _____	_____
_____ <u>EXTRA DAYS for SETUP and/or CLEANUP</u>	(\$75 per extra day)	\$ _____	_____
_____ <u>WIFI</u>	(\$35 per weekend)	\$ _____	_____
_____ <u>OUTSIDE ELECTRICAL OUTLETS ENCLOSED</u>	(\$15 per trailer per night)	\$ _____	_____
_____ <u>LIVESTOCK BARN RENTAL</u>	(\$75 day of event)	\$ _____	_____
_____ <u>OPEN PAVILION RENTAL</u>	(\$50 day of event)	\$ _____	_____
_____ <u>** SECURITY DEPOSIT</u>	(\$300) - Non-Alcoholic <u>or</u> (\$450) Alcoholic	\$ _____	_____

Make checks payable to: **Morris Co. Fair Board Rentals**

**** Mail Contract to:** Lisa Wainwright, 1379 Old Hwy 4, Council Grove, KS 66846 If you have questions - Call: 785-466-3132

Key Checkout Before Rental _____ renter
 Key Check-in After Rental _____ renter
 _____ agent (Initial as approved)
 _____ agent