

2019

AGREEMENT FOR RENTAL OR USE OF THE ALPENA COUNTY FAIRGROUNDS

I.

(Name of person or organization)

do hereby apply to rent the following zone(s) of the Alpena County Fairgrounds:

****No animals allowed in the Merchant's Building**

4-H EVENTS: Open to non-members? YES NO (if open event, fees will be charged)

initials

for the following day(s) and hours:

and for the following events:

of said area shall be used only for the purposes as above specified at the rate of \$_____, which is to be paid to the COUNTY OF ALPENA (*100% upon booking the event*) in advance of use of said property. The above-named must make a security deposit of \$_____ (see attached fee schedule for deposit rate), which will be refunded if said property or premises is left in satisfactory condition. The above-named will also carry sufficient insurance per item #19 to protect the County of Alpena from any liability for any accident or injury occurring from the result of any activity sponsored by the above named. A ten dollar (\$10) deposit will be required if keys are checked out for buildings.

It will also be the responsibility of the above-named party or parties or organizations to have this form filled out completely and a copy put on file with the Maintenance Superintendent and will not be an official rental until it is on file and everything is completed. Also, at the option of the Maintenance Superintendent, an additional two-hundred (\$200) deposit may be required on any activity or event held.

II. The above-named organization (lessee) further agrees to abide by the following rules in using the Fairgrounds Facilities:

1. Events not listed on face of lease will not be permitted.
2. Permission to be obtained before making any changes in electrical wiring.
3. All wiring changes, temporary or permanent to be made by a licensed electrician with costs to be paid by Lessee. Temporary wiring to be removed after event by a licensed electrician with costs to be paid by the lessee.
4. Animals must not be tied to fences.
5. Stalls in barns used by Lessee must be cleaned immediately following events. The deposit required is not returnable if stalls are not cleaned satisfactorily.
6. If snow removal is required, a covering of three (3) inches must remain on all areas except roads and parking lots. Remove snow to remain clear of all fences and buildings.
7. Vehicles used in events such as a demolition derby must have glass removed before entering the County property.
8. Lessee required to clean up all areas used by them during lease term.

- 9. Lessee using racetrack at fairgrounds for events will clean track immediately following events.
- 10. Unauthorized vehicles, horses, and trailers are not permitted in park areas, beach areas, camping areas, the racetrack or its infield.
- 11. Lessee will be responsible for all labor and materials for damages and clean-up created by events during the term of this lease.
- 12. Lessee to notify caretaker immediately of any and all damages.
- 13. All animals on fairgrounds property to be on leash or tether.
- 14. No ingress/egress firelane roads may be closed.
- 15. Premises to always be open to law enforcement and/or inspection and maintenance personnel.
- 16. Major changes or alterations shall be submitted in writing in advance to the Maintenance Superintendent.
- 17. If any trailer or temporary vehicle(s) remain(s) at the fairgrounds five days after this lease expires, this group agrees to pay a \$20.00 per day charge for every day the vehicle(s) remain(s) at the fairgrounds.
- 18. People leasing the arena and holding horse shows or similar events will be responsible for any necessary dust control.
- 19. A copy of the general liability insurance policy or proof thereof shall be attached to the lease. A telephone number of the company/agent must be included. Family events require limits of \$500,000. Commercial events require limits of \$1,000,000 and County of Alpena named as Additional Insured.
- 20. Events creating noise must be suppressed prior to 11 p.m. with the grounds to be cleared prior to 12 a.m.
- 21. Adequate security should be provided by a bonded security company to patrol the area and to prevent damage to Alpena County Fairgrounds property, buildings, or vehicles.
- 22. Noise level on Eleventh Street must not exceed 90 decibels.
- 23. Campers leasing sites prior to events must be admitted to camping site without charge.
- ** 24. Any individual or organization using a lunch wagon or selling food must have a permit from the Health Department and also insurance covering food service. (*A copy of the permit and insurance must be attached to the lease.*)
- 25. Alpena County will not be liable for any injuries or accidents to any animals while on the fairgrounds property. Also, we will not be responsible for any diseased animals and if found to be diseased, animals must be removed immediately.
- 26. I am allowing the following groups to sell food/beverages in accordance with my scheduled events: _____ I will be responsible for collecting their insurance stating food coverage and a copy of their health permit or my organization will provide a health permit and our insurance will state it covers food. In the event that I do not follow the above instructions and have all necessary paperwork turned in to the Maintenance Superintendent two weeks prior to the event, I understand that the event is subject to cancellation and no refunds will be issued.
- III. 27. Everything must be cleaned immediately. Lessee will be responsible for refuse disposal.

WILL YOU HAVE COMMERCIAL VENDORS OR PERSONS SELLING ITEMS OTHER THAN THE NON-PROFIT ORGANIZATION HOLDING THIS EVENT? YES (if so, the rate will be commercial.) NO

** IS FOOD GOING TO BE SOLD ON THE GROUNDS? YES NO

ARE YOU PROVIDING ALCOHOLIC BEVERAGES AT THIS EVENT? YES NO

Family events require \$500,000 coverage on Personal Liability, including HOST LIQUOR LIABILITY and the County named as Additional Insured. You may obtain a specific coverage, or your homeowners policy may provide coverage. Check with your agent. Proof of coverage must be attached to the lease.

Commercial Events....If no charge for liquor being made, General Liability Coverage must include HOST LIQUOR LIABILITY coverage. County must be named as additional insured. Limits of \$1,000,000 required. If a charge is made for alcohol, or is included in cost of admission, General Liability must include Liquor Liability with limits of \$1,000,000 and County named as Additional Insured. Separate policies are acceptable. Proof of coverage must be attached to lease.

- "The Lessee agrees to protect, defend, indemnify and hold the County of Alpena and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to arsenal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Lessee further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

x _____ (initials)

ELECTRICITY USAGE AND SURGE PROTECTORS

- Leaseholder represents and warrants to the Alpena County Fairgrounds that no electricity from or provided by the Alpena County Fairgrounds will be utilized by the leaseholder (or any of the leaseholder's family members, employees, agents, or other persons) for the leaseholder's camping equipment, trailer, or other items unless each such item has a surge protector capable of protecting all such items, and that such surge protector or protectors are in good working order and of the type sufficient to prevent damage, fire, or other calamity. Leaseholder agrees, on behalf of itself (as well as its family and invitees) that it utilizes any electricity supplied from or by the Alpena County Fairgrounds at leaseholder's own risk and that leaseholder waives any and all claims, causes of action, damages, and the like against Alpena County Fairgrounds (as well as its officials, officers, employees, and agents) arising out of or related to leaseholder's use of any electricity supplied by or from the Alpena County Fairgrounds. Furthermore, leaseholder hereby agrees to reimburse, indemnify, and hold the Alpena County Fairgrounds harmless (as well as its officials, officers, employees, and agents) from, for, and against any and all damages, causes of action, attorney fees, costs, and expenses arising out of or related to leaseholder's use of any electricity provided from or by the Alpena County Fairgrounds. Leaseholder represents and warrants that it will use the utmost care and reasonable procedures when utilizing electricity provided for or from the Alpena County Fairgrounds.

x _____ (initials)

I HAVE HEREBY READ AND AGREE TO THE TERMS OF THIS LEASE.

Representative's Signature _____ Name printed _____ ORGANIZATION: _____

ADDRESS: _____ EMAIL ADDRESS: _____

PHONE NUMBER: _____ CELL PHONE NUMBER: _____ FAX NUMBER: _____

IV. This Rental Agreement has been inspected by me, the rent has been paid and the insurance coverage checked and found to be in proper order. I, therefore, authorize the above-named party, parties, organization or organizations to use the above-named on the above-mentioned dates, under supervision of the Maintenance Superintendent, the Fairground's Caretaker, or any assigned representative of the County of Alpena.

Date _____

Alpena County Maintenance Superintendent

A copy is to be given to the organization and the original is to remain in the Maintenance Superintendent's Office.

INSURANCE REQUIREMENTS FOR USERS OF COUNTY-OWNED PROPERTY

All users of County-owned property to furnish the County of Alpena an insurance certificate or policy of insurance providing:

- 1) Limits of liability for non-commercial events require coverage \$500,000.
- 2) Limits of liability for commercial events require coverage of \$1,000,000.
- 3) The County of Alpena as an additional named insured is required for commercial events.
- 4) A detailed itemized statement of any policy conditions, limitations or exclusions which modify the coverage in the State of Michigan.
- 5) Coverage in an insurance company acceptable to the County of Alpena.

FAIRGROUNDS RENTAL LEASE FEES1. **Merchant's Building**

NON-PROFIT/FAMILY REUNIONS/WEDDINGS/PICNICS/PARTIES
\$350 (\$300 per day and \$50 for use of the kitchen)

COMMERCIAL USE (*any person/organization using the grounds for a fundraiser or to make money*) - \$400 per day (\$350 per day and \$50 for use of the kitchen)
\$100 for each set-up and clean-up day.

Usage of the Merchants' Building will require a security deposit of fifty dollars (\$50) for non-commercial events and a one hundred and fifty dollar (\$150.00) deposit from commercial events.

2. Trailer Parking - Campsites
 1-60 campsites - \$23.00 per site
 Weekly campsite - \$140 per site per week
 Monthly campsite - \$500 per site per month
 (The above fee schedule applies for groups that may rent the fairgrounds) Permit for additional campsites and meet all requirements of the permit.
 Dump station fees - \$5.00
 Shower fee - \$5.00 for non-campers per use

3. Grandstand/Racetrack Area \$250 per day NONPROFIT (*any person/organization not charging admittance to the grounds*)
 \$500 per day COMMERCIAL (*any person/organization using the grounds for a fundraiser/or to make money*) Set up \$100.00 a day.
 Clean-up deposit of \$500 for this area.
 Lower level of the grandstand - \$50.00 per day

4 & 5. Baseball fields - No charge for use of the fields during daytime hours. No lights are available.

6. Arena - \$60.00 per day + \$50.00 Deposit (\$110.00)

- (a) Draft Horse Barn not available
- (b) Horse Barn (Between May 15th and August 10th - subject to availability)
 with stalls - \$60 per day + \$50.00 deposit (\$110)
- (c) Cattle Barn (Between May 15th and August 10th - subject to availability)
 \$60.00 per day + \$50.00 deposit (\$110.00)
- (d) Swine Barn (Between May 15th and August 10th - subject to availability)
 \$60.00 per day + \$50.00 deposit (\$110.00)
- (e) Sheep Barn - (Between May 15th and August 10th - subject to availability)
 \$60.00 per day + \$50.00 deposit (\$110.00)
- (f) Poultry Barn not available

7. Indoor Winter Storage \$1.50 per square foot

8. Park not available but campsites are available.

NOTE: NO REFUNDS WILL BE ISSUED. NO DATES WILL BE RESERVED WITHOUT FULL PAYMENT.