**Boundary County Fair Board** PO Box 3098 6567 Recreation Park Rd. Bonners Ferry, ID 83805 208.267.7041 Email: bcfair@boundarycountyid.org



Fair Board Members Ken Goggia, Chairman Stacie Watts, Vice-Chairman Glenda Poston Bert Wood Dave Wenk

# **Facilities Rental Agreement**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, By and between Boundary County Fair Board, hereinafter referred to as Lessor, and \_\_\_\_\_\_ on the fairgrounds the dates of (see below)

FACILITY	*Included w/Rental*	DATES RENTED	RENT PER DAY	SALES TAX	TOTAL RENT + TAX	CLEANING DEPOSIT	SUB TOTAL
Mem Hall Includes:	4 Tbs. 25 Ch.		\$ 125.00	\$ 8.75	\$	\$100.00	\$
Exhibit Hall Includes:	15 Tbs (8ft) 192 Ch		\$ 275.00 *if you need some Tbs/Ch removed we need 2-wks notice	\$ 19.25	\$	\$150.00	\$
VEC Includes:	24 Rnd 5 8ft. T 128 Ch		\$ 175.00 *if you need some Tbs/Ch removed we need 2-wks notice	\$ 12.25	\$	\$150.00	\$
Move-in early OR Move-out next day	MHall ExHall VEC		\$25/day \$50/day \$75/day	\$ 1.75 \$ 3.50 \$ 5.25	\$		\$
Kitchen.VEC			\$ 105 day / \$325 wk Mon-Sat	\$ 7.35	\$	\$150.00	\$
LAWN	Between ExH & VEC		<b>\$25</b> (when renting building/s) incl. outside electricity.	\$ 1.75	\$		\$
RV dry-camp by barns during	OA events		\$25/d. incl.120v electricity	\$ 1.75	\$		\$
Tables			\$ 7.50/ea On-site \$10.00/ea OFF-site	\$ .53 \$ .70	\$	\$100.00	\$
Chairs			Wh.Plastic - \$ 2.00/ea Metal - \$ 1.00/ea	\$ .14 \$ .07	\$	\$100.00	\$
PA System			\$ 75.00	\$ 5.25	\$	\$200.00	\$
Indoor Arena			\$ 150 (w/gate admis) \$ 75 (no gate admis) \$25/75 (move in/out)	\$ 10.50 \$ 5.25 \$ 1.75/5.25	\$ \$	\$400.00	\$
Outdoor Arena (OA)			\$ 750 (w/gate admis) \$ 250 (no gate admis) \$ 75 (move in/out)	\$ 52.50 \$ 17.50 \$ 5.25	\$ \$	\$500.00	\$
OA/LIGHTS	Per/night		\$100	\$ 7.00	\$	\$	\$
Arena Horse Riding Fee	Per family		\$ 50 / per year	\$ 3.50	\$	\$	\$
OA-overnight livestock	Per animal		\$15 / per night. Renter is responsible to feed/water	\$ 1.50	\$	\$	\$
Arena-Vator			\$100/day on-site only	\$ 7.00	\$		\$
Outdoor Event Food Vendors	Food Court		\$60 per DAY/per Vendor- (240 or 120 electricity included)	\$ 4.20/day	\$	\$	\$
Hourly Help			\$42/hour Min.2 hrs	\$2.94/hr	\$	\$	\$
Internet	1 person OR Group		\$10/person OR \$75/group rate	\$. 70 \$5.25	\$	\$	\$
Stage & Steps	On-site only		\$20 per 8x4 section \$15 steps	\$ 1.40 \$ 1.05	\$	\$	\$
Misc.Equip. light pole (no lights), crowd control gates	Quilt racks, peg board, etc.		\$10/per item (onsite only) (light poles CAN go off-site)	\$	\$	\$	\$
Credit Card Fee			3.5% of subtotal	Subtotal=	\$	3.5% =	\$

*Cash, Check, Debit/Credit Card. If paying with cash, please have exact amount.	GRAND	\$
*Included in the rental is the heat, water in building and use of the parking lot, if buildings are rented.	TOTAL	

PAYMENTS: Paid in Full				Cleaning Instructions Code/Keys				
Date	Facility	Facility Fee	Sales Tax	Security Dep.	PAID today	Check#/Cash	Receipt #	<b>Balance Due</b>
*				1				

The premises have been examined by the Lessee and are taken in its condition as is. Lessee agrees to restore premises to the Lessor in the same condition as found. <u>DO NOT</u> remove any tables, chairs, or other equipment from facility without approval.

\*Cleaning the facility after use: You will find a list in the men's bathroom along with the cleaning supplies needed. Please check off the list as you go. (in Memorial Hall the supplies and list are in the kitchen closet). To get your DEPOSIT RETURNED, the facilities MUST BE CLEAN! We are cracking down on this in order to be fair to subsequent renters.

# **Boundary County Fair Board Rental/Reservation Policy**

- Rental confirmed with 25% down. Payment in FULL must be received no later than two weeks prior to the event. Cancellations made after 14 days prior to the event will forfeit the Security Deposit. Cancellations made after 7 days prior to the event will forfeit all payments.
- Verbal reservations are held three business days pending receipt of payment and agreement. If payment is not received then that date will once again be available for reservations by others.
- Contracts are available in the office (call for hours), on our website at <u>www.boundarycountyfairgrounds.com</u>. Print them off, fill them out, and drop by the office with payment.
- Keys/Code # will be issued when full payment is received.

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- Cleaning/damage deposits will be mailed out the month following the event (after board meeting when checks are signed), as long as all facilities are clean and keys have been returned. Keys can be placed in the drop box by the Office door. We will be keeping the deposits if the facilities are not clean to specifications.
- Arena Rentals include 1 (one) work-up and watering per event. Additional work-ups \$200.00.
- Heavy Use Arena Fee: a \$300 fee per day will be charged to return the arena floor to its original condition. If renters remove all metal, rock, plastic, etc., level the dirt and remove it away from gates, grandstands etc., then no fee will be charged.
- Large outdoor event promoters are responsible to provide Porta-Potties including 1 that is ADA.
- The BC Fair Board has a Beer/Wine License and reserves the right to be the exclusive vendor at public events. If they decline, the renter may serve alcohol as long as State and City licenses for alcohol are obtained. It is your responsibility to comply with local laws regarding alcohol and your specific event.

"X" Signed by Les	ssee who has read an	d agrees with all attached terms	Date Boundary County Representative		
Name of INDIVID	DUAL or ORGANIZ	ATION			
			NOTES/Special Requests:		
Address			(like removal of some of the tables/chairs prior to event)		
City, State, ZIP					
()					
Phone		EMAIL			
For Office U	se Only:		version: 11.19.24		
Deposit Refu	nd:				
-	Date	Amount	Check #		

## RULES & REGULATIONS (Please read carefully)

### THE LESSEE SHALL:

Pay Lessee a rent deposit of \$ \_\_\_\_\_ (25%) of the total facility rental fees upon signing of rental agreement as good faith (Deposit will be applied to building rental). This deposit is non-refundable should event not be held or cancelled less than 14 days prior.
 Return all keys issued. There will be a fee of \$25.00 for lost or non-returned key(s). If the office is closed, put the key in the drop box by the office door.

3. Agrees to keep the Premises clean and attractive at all times and return it to Lessor in a good and clean condition. Lessee agrees not to alter the Premises or attach anything to the premises without first obtaining written approval of Lessor. Lessee agrees to pay a \$\_(see agreement)\_ housekeeping/damage deposit to Lessor as reimbursement for any housekeeping/repairs. Deposit will be returned to Lessee if the buildings, grounds and equipment used are in good, clean and undamaged condition, all materials brought onto the Fairgrounds have been removed, and maintenance has determined the facility as clean, as determined by the Fair Board at the next scheduled meeting after termination of this agreement. If extended maintenance/repairs/replacements are needed beyond the cleaning/damage deposit maintenance labor will be billed at a fee of \$50/hr with a minimum of \$75 or for equipment/furnishings the difference between a new purchase price and the withheld deposit for replacement of equipment damaged. A Cleaning List and Supplies are provided in the men's bathroom in each building. In the Memorial Hall the list and supplies are in the kitchen closet.
4. When charging admission to the event, or selling food or beverages, or alcohol is present, Lessee guarantees and will provide <u>Certificate of Insurance</u> wherein Boundary County, the Boundary County Fair Board and its agents are additional named Insured on a broad form comprehensive general liability endorsement or commercial general liability in the amount of \$1,000.000. Such a certificate of Insurance will be delivered to the Boundary County Fair Board Office <u>thirty (30) days</u> prior to move in time.
5. Obtain approval for erection of outdoor buildings, tents, enclosures, and signs from Lessor.

6. Do not: nail, drill, paint, or do anything to change appearance of the walls. If items are to be hung on the wall, the board nailer strip at the top of the sidewalls are to be used in the Exhibit Hall and VEC. Remove all materials brought onto the fairgrounds, temporary structures, frames, booths, etc. by the end of the rental day. Anything left after that time becomes the property of the Lessor, to make such disposition as they see fit.

7. Do not do any additional electrical wiring without permission of Lessor.

8. At public events, no ale, beer or intoxicating liquor of any kind shall be kept or sold by the Lessee or any of his employees within the grounds of the Boundary County Fairgrounds. The Boundary County Fair Board has first right of refusal to provide beer and wine services using their State of Idaho license. If they decline, the only pre-approved exception is when the event uses a caterer with a State and City Liquor license. Copies of State and City Liquor licenses must be delivered to the Boundary County Fair Board Office thirty (30) days prior to move in time. All other considerations for an exception must be presented by the requesting party or organization to the Fair Board at a regularly scheduled meeting.

9. Comply fully with all laws and ordinances of the Boundary County Fire Department.

10. Agrees to furnish police (security) protection at its own expense as is deemed necessary for protection of valuable displays and building during the event day and night.

11. Agrees to Indemnify and Hold Harmless to the Boundary County Fair Board, and Boundary County, Idaho, and their respective agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney fees, in case of action, arising out of the Lessee's space bargained for herein, is filed for bodily injury, illness, or death, or property damage, including loss of use, and caused in whole or in part by the undersigned Lessee's negligent act or omission, or by any agent of the undersigned Lessee, or by anyone whose act or omission the Lessee may be liable.

12. Soliciting on fairgrounds, distribution of handbills, literature, or advertising by any individual or organization is strictly prohibited. No tacking or posting of advertising bills, card, etc., will be permitted on any building, power poles, cars or elsewhere. All organizations, religious groups and commercial exhibitors wishing to solicit, pass out literature or advertising matter must rent grounds or buildings at the going rate and must confine solicitations, distribution of all hand bills and literature to the space rented. No walking exhibits will be allowed on the grounds.

13. Collect all applicable sales tax for the scheduled event.

14. No smoking allowed in any building or in the grandstands.

#### THE LESSOR SHALL:

1. Permit the Lessee to occupy the space as written above, to prepare buildings or erect temporary booths, which Lessee may use during the rental period.

2. Have access to, and the right to inspect the premises at all times during the rental period.

3. Permit the Lessee to display, demonstrate, sell, solicit or operate their business within the limits of their leased space.

4. Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Lessee from fire, theft, water or storm; or any liability for accidents to persons or property caused under, or by virtue of the operations of Lessee under this agreement.

5. Lessor reserves the right to postpone or cancel an event due to unforeseen circumstances. Lessor is not responsible for any loss or damage as a result of postponement or cancellation due to causes beyond its control. Examples of such circumstances can include without limitation, acts of God, natural disasters, pandemic, epidemic, sabotage, accident, inclement weather, terrorism, or hostilities.