Boundary County Fair Board

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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			
hereinafter referred to as Lessee, to hold a		or	n the fairgrounds the dates of (see below)

FACILITY		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	\$ 19.25	\$	\$150.00	\$
VEC Includes:	24 Rnd 5 8ft. T 128 Ch		\$ 175.00	\$ 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		\$25 (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			\$ 150 (w/gate admis)	\$ 10.50	\$	\$400.00	\$
Arena			\$ 75 (no gate admis) \$25/75 (move in/out)	\$ 5.25 \$ 1.75/5.25	\$	φσσσσ	Ψ
Outdoor			\$ 750 (w/gate admis)	\$ 52.50	\$	\$500.00	\$
Arena (OA)			\$ 250 (no gate admis) \$ 75 (move in/out)	\$ 17.50 \$ 5.25	\$	1	Ψ
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% =	\$

				ng with cash, pl		ct amount. uildings are rented.	GRAND TOTAL	\$
	MENTS		_		nstructions	Code/Keys	•	1
Date	Facility	Facility Fee	Sales Tax	Security Dep.	PAID today	Check#/Cash	Receipt #	Balance Due
*								
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.								
	.					Reservation I		
•						received no later		-
				4 days prior to nt will forfeit al		forfeit the Secur	rity Deposit. (Cancellations
•		• -			- •	pt of payment ar	nd agreement.	If payment is
						ervations by othe		i payment is
•				ce (call for hour		<u> </u>		
						n out, and drop	by the office v	vith payment.
•	Keys/Co	de# will be iss	sued when f	ull payment is r	eceived.			
•	checks a drop box Arena R Heavy U	are signed), as low the Office dentals include Use Arena Fee:	long as all fa door. We v 1 (one) wor a \$300 fee p	acilities are clea vill be keeping t k-up and water per day will be	n and keys hathe deposits if ring per event charged to ret	ng the event (aft ave been returne the facilities are . Additional won turn the arena fla I remove it away	d. Keys can b not clean to s rk-ups \$200.0 oor to its orig	oe placed in the specifications. 0. inal condition.
		n no fee will be	0					
•	The BC events. I	Fair Board ha	s a Beer/Wi the renter 1	ine License and nay serve alcoh	reserves the look as long as l	ta-Potties including to be the exected to be the	clusive vendo censes for alco	r at public bhol are
"X" Sign	ned by Lesse	ee who has read and	d agrees with a	ll attached terms			Date	
Name of	INDIVIDU	AL or ORGANIZA	ATION		B	oundary County Rep	resentative	
Address								
City, Sta	te, ZIP							
()							
Phone			EMAIL					

version: 11.19.24

Check #

For Office Use Only: Deposit Refund: ____

Date

Amount

RULES & REGULATIONS (Please read carefully)

THE LESSEE SHALL:

- 1. 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.

 2. 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.