

Hamilton County 4-H Fairgrounds Rental Agreement

2003 Pleasant Street, Noblesville, Indiana 46060 317-776-0854 FAX: 317-776-9892
WEBSITE: www.hamiltoncofairgrounds.com E-MAIL: mherrington@purdue.edu
MAINTENANCE ON-CALL NUMBER: 317-946-3017

Hamilton County 4-H Fairgrounds (HC4HF) agrees to rent the following buildings and grounds identified as ("facility")

To: to be identified as ("Renter")

For the purpose of: to be identified as ("Event")

The Event will be held on (date):

Set Up Time: Event: Cleaned & Exit Building By:

Facilities/Equipment

Fees

Security Fee: **\$ 40.00**

Reservation/Breach of Contract/Damage Deposit: **\$250.00**

TOTAL AMOUNT DUE:

CHECK PAYABLE TO: Hamilton County Treasurer

Mail to: Hamilton County 4-H Fairgrounds, 2003 Pleasant St., Noblesville, IN 46060

Insurance due date will be:

CONTACT INFORMATION:

Signer: Phone: Fax:
Address: E-Mail:

Terms of this agreement are as follows:

Payment

- a. A \$250.00 deposit is to be paid to the Hamilton County Treasurer to reserve a date. The deposit will be held by HC4HF and will be refunded forty five to sixty days after inspection of the facility and finding it in satisfactory condition. The deposit will NOT be refunded if the event is cancelled by the Renter Fourteen (14) days or less prior to the event date.
- b. Payment in the amount specified in this contract is required in full fourteen (14) days prior to the event date. Payment will be non-refundable unless HC4HF is unable to provide the Facility or defaults under this agreement.
- c. Failure to comply with the above payment schedule will render this agreement null and void and HC4HF will not host the event.
- d. Equipment may be rented through HC4HF, and advance payment will be required.

Insurance

- a. The Renter will furnish at its own expense, proof of public liability and property damage insurance against losses or claims relating to or arising out of any aspect of the Event and any use or occupancy of the Facility by Renter, its agents, employees, customers, servants, or invitees. The Insurance will provide the following: workmen's compensation as required by statute; comprehensive general liability, bodily injury, and property damage, providing limits of liability of not less than five hundred thousand (\$500,000) per occurrence and one million (\$1,000,000) in the aggregate personal injury and death and five hundred thousand (\$500,000) per occurrence and one million (\$1,000,0000) in the aggregate for property damage and the coverage of the County of Hamilton County Indiana, HC4HF, and its directors, officers, employees, and agents named insured.
- b. At least ten (10) business days before the term of this agreement, the Renter will present to the HC4HF duplicate policies of insurance, issued by a company acceptable to the HC4HF, together with certificates evidencing that the insurance coverage described above has been obtained and will be in force and effect throughout the term of this agreement without possibility of cancellation.
- c. Failure to provide these documents by the described date will render this agreement null and void and the HC4HF will not host your event.

Facility Equipment and Personnel

- a. The HC4HF is a Smoke Free Facility; smoking will not be tolerated in any HC4HF buildings.
- b. The use of any flammable burners (i.e. propane) is strictly prohibited in the buildings.
- c. HC4HF does not allow the Renter to use any type of confetti when decorating the facility.
- d. The Facility will be lighted, heated, or air conditioned (where applicable) and when appropriate, and cleaned for the Event.
- e. Unless stated elsewhere, the Renter will rent all equipment necessary through HC4HF for the Event.
- f. HC4HF will have facility personnel on site at all times during the Event. Facility personnel are responsible for unlocking, locking all entrances, responding to power failures, and inspecting the building after the event.

- g. Security personnel will be provided upon requestor or at the discretion of HC4HF. Renter will pay any and all costs associated with Security Personnel.

Access and Surrender

- a. The HC4HF will allow the Renter access to the facility at the beginning of the term of this agreement.
- b. At the end of the term of this agreement, the Renter will peaceably vacate the Facility and leave it in the same condition as the beginning of the term of this agreement. Failure to do so will result in forfeiture of the deposit. The Renter shall be liable for all damage to the facilities caused by any person who attends or participates in the Event or who performs any service in connection with the Event, including but not limited to Renter's employees, customers, agents, servants, and invitees. The Renter will be liable for the cost of any use of the Facility beyond the term of this agreement. (See Item "c" below). If goods or property of the Renter is left in the premises after the term of this agreement, the Renter will be liable for the cost of storage as determined by HC4HF. The Renter hereby conveys and warrants to the HC4HF any and all property that remains to the premises for fifteen (15) days after this agreement, indemnifies the HC4HF from all liability arising from the property and its disposal, and authorizes its disposal.
- c. The Renter will have access to the facility during the aforementioned date and times. If the Renter exceeds the aforementioned times, renter will be liable for additional rental fees of Two Hundred Dollars (\$200.00) per hour.

Use of Facility (Usage Rules)

- a. No alcoholic beverages permitted in any building or on the property of the HC4HF. No smoking is permitted in any buildings.
- b. The Renter will not permit any portion of the Facility to be used or occupied in a manner or for any conduct of activity in violation of any governmental statute, ordinance, order, regulation, or rule.
- c. The Renter will not permit anyone to present or use any copyrighted composition, work, or material, without the prior written consent of the copyright holder. Regardless of whether such written consent is secured by Renter, the Renter will hold the HC4HF harmless from any actions, causes of action, or claims of any nature whatsoever relating to such copyright including attorney fees.
- d. The Renter will not assign its rights under this agreement, and no assignment will be effective.
- e. Renter is responsible for their own set-up, tear down, and clean up unless other prior arrangements have been made.
- f. All Children must be supervised and kept out of non-rented areas. Youth activities must be chaperoned by a minimum of two adults over twenty one years of age.
- g. Renter is restricted only to the buildings and areas specified in the agreement.
- h. Renter must be considerate of other groups in buildings/areas next to or near your Event. (I.e. keep music levels down, keep children in rented areas, etc.)
- i. Portable Divider Walls in the Exhibition Center between halls A, B, and C are only to be unlocked and moved by the HC4HF Maintenance staff. Any damage that may occur due to violation of this rule will be paid by the Renter.

- j. No Equipment is to be removed from the HC4HF buildings or grounds without permission.
- k. Renter must pay \$50.00 if the fire alarm is pulled for a non-emergency situation during their rental event.
- l. No pets are allowed in any of the buildings.
- m. No tape is allowed on the floors, only Blue painters tape or sticky tack may be used on the walls in the Exhibition Center or the O.V. Winks building. Renter must remove all tape before departing. Only pegboard hooks may be used for hanging items in the Annex building. Pegboard hooks may be obtained from the Extension office or grounds office. No nails or hooks shall be allowed on walls in any buildings.
- n. Renter must return floors, tables, restrooms, and kitchen equipment to the original state of cleanliness. Entire areas must be swept. Stained areas on the floors must be wet mopped. All trash is to be placed in trash cans (including restrooms, kitchen, and outside areas. Trash cans in the main rental area should be emptied and put in the dumpster. Renter must take all their signs, and leftover materials with them. Dumping of any substance into the wash drains/storm sewers is strictly prohibited. Livestock and animal groups are responsible for the removal of all bedding and manure from the HC4HF.
- o. Renter using the buildings will be responsible for setting up and tearing down tables and chairs and returning them to carts. The HC4HF Maintenance staff is available for hire to provide set-up, tear down, and clean up service. Tables should be covered before serving food or doing crafts and should be cleaned with soap and water afterwards. All tables are stored upside down and should all face the same way on the carts. Tables and chairs should be handled with care and may not be removed from HC4HF.
- p. No doorways marked with an exit sign can be blocked, or covered in any way for any reason. No tables or booths may be set up in the gallery area (hallways) in the Exhibition Center.
- q. Parking is free. No parking or unloading is allowed in the grassy areas around the buildings. Do not drive on grass around the buildings. There are approximately 400 parking spaces available around the Exhibition Center. Additional parking is available by the O.V. Winks building, the barns and in the 14 acre grassy area south of the building.
- r. Renter is responsible for obtaining all required permits for their Event.
- s. All candles must be enclosed in a container that protects flame and dripping wax. Floating candles are preferred.
- t. Liquid-or gas-fueled vehicles, boats, or other motorcraft shall not be located indoors except as follows: batteries are disconnected; fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (19 L) (whichever is least); fuel tanks and fill openings are closed and sealed to prevent tampering; vehicles, boats or other motorcraft equipment are not fueled or defueled within the building.
- u. No Animals allowed in the O.V. Winks building, Annex building, or Exhibition Center unless arrangements are made in advance with Facilities Coordinator or Operations Manager.
- v. 14 RV hook-ups are available with only electricity and water for a fee. 4
- w. In addition to the many electrical outlets there are electrical ceiling drops (Exhibition Center only) available for an additional charge. No electrical cords allowed on the floor. For any rental that requires extra electrical wiring, the wiring shall be at the Renters

expense, be done by the HC4HF electrician and have the approval of the Operations Manager.

- x. All heating/air conditioning thermostats will be controlled by the HC4HF Maintenance staff.
- y. Building Rental Hours- 8:00 am.-Midnight and rental rates are subject to change and our posted on the HC4HF website.
- z. HC4HF does not relinquish the right to control and manage the Facility and may enforce all reasonable rules for management of the Facility. During the term of this agreement, HC4HF may use any portion of the Facility for any purpose, provides that the use does not interfere with the proper use of the Facility by the Renter under this agreement.
- aa. Any printed materials will refer to the Facility as follows: The Hamilton County 4-H Fairgrounds. HC4HF shall have approval over all copy and listings released by Renter that describe the HC4HF, its services and/or Facility. The HC4HFC will provide copy and descriptive materials for use by the Renter. HC4HF is not responsible for property lost and stolen from the building during the term of this agreement.
- bb. If HC4HF is unable to provide the Facility of any goods, services, or personnel because of strike, lockout, public calamity, act of god, or a public need declared by the Hamilton County Board of Commissioners which requires the County's use of the facility, then both the HC4HF and the Renter shall be excused from further performance of this agreement.
- cc. The laws of the State of Indiana shall govern this agreement.

This agreement sets forth all promises and conditions and the complete understanding of the HCFEC and the Renter concerning the rental of the Facility. Any amendment, change, or addition to this agreement shall be made only in writing signed by HC4HF and the Renter.

Additional Expenses requested by the Renter and agreed upon by HC4HF:

I/We agree to all of the information and terms as written in the above agreement:

Signature of Authorized Representative of the HC4HF

Date

Signature of Renter

Date

Address

Phone & E-mail address