

DELAWARE COUNTY EXPOSITION CENTER
P. O. Box 1985
1210 North Wheeling Avenue
Muncie, Indiana 47308

BUILDING and GROUNDS RENTAL AGREEMENT

This AGREEMENT, dated _____, is by and between Delaware County Exposition Center of Muncie, Indiana, hereinafter referred to as "Owner", and _____, of _____, (Company) hereinafter referred to as "Renter", for rental of _____ located at 1210 N. Wheeling Avenue, Muncie, Indiana, hereinafter referred to as "Premises", under the following terms and conditions.

DATE & TIME OF EVENT: _____

1. The Renter agrees to pay the Owner the sum of _____ for rental of building(s) located at 1210 N. Wheeling Avenue, Muncie, Indiana. Said amount shall be paid as follows: the full amount due and owing to Owner shall be **paid 30 business days prior to the date of each event**. The Renter agrees to rent the building(s) and equipment as noted in Exhibit "A" of this agreement.
2. **If cancellation of your event is within 45 days of your event, \$100 will be forfeited. The balance of monies paid will be refunded by the County Auditor's Office.**
If cancellation of your event is within 30 days of your event, all monies paid will be forfeited.
3. Owner reserves the right to demand payment in the form of a Cashier's Check for any deposits or rental charges.
4. A \$50 charge will be assessed for any returned check.
5. A **damage deposit**, consistent with the rental rate of any buildings or grounds, is required for any rental. The damage deposit is payable prior to the event and may be required in the form of a Cashier's Check, Money Order or Personal Check at the option of the Owner. The damage deposit will be returned after an inspection of the facilities or contents and it has been determined by Owner that no damage has resulted from the event of the Renter; and ALL keys issued to the Renter have been returned to the Owner.

IMPORTANT NOTE: IF ANY DOOR LEADING TO THE OUTSIDE IS FOUND UNLOCKED THE FOLLOWING MORNING AFTER YOUR EVENT, YOU WILL FORFEIT YOUR DAMAGE DEPOSIT IN FULL.

Client to Initial Acceptance _____

6. Lost key charge is \$75.00 per key.
7. Renter and all guests must vacate the premises by 12 midnight on each day of rental. Board approval is required for requests to vacate after midnight. **Client to Initial Acceptance** _____
8. Renter shall obtain **Liability and Property Damage Insurance** covering the proposed event in an amount not less than \$1,000,000 CSL (combined single limit). A certificate of insurance shall be delivered to the Owner by the Renter showing that the Renter has obtained insurance covering the proposed event. The certificate of insurance shall list Owner as "Certificate Holder" and "Additional Insured". The certificate shall state that the policy cannot be cancelled without a week's prior notification to the Owner by the Insurer. **The certificate shall be delivered to the Owner one (1) week prior to the date of the event.** The issued certificate of insurance shall also include Delaware County Board of Commissioners and the Delaware County Fair Board, 1210 N. Wheeling Avenue, Muncie, IN 47303, as additional named insureds.

9. Renter shall not leave refuse in the buildings or on the grounds. All trash containers need to be emptied during and prior to completing your event. A \$50 charge will be added for trash containers that are not emptied. A charge will be assessed for any additional refuse left for Owner to dispose of.

** If needed, \$50 per event can be paid and the Grounds personnel will empty trash containers after the event is completed.

*** If needed, \$100 per day can be paid for the Grounds personnel to clean restrooms and empty all trash containers during your event.

10. Renter assumes complete responsibility for the actions of themselves and of any person(s) involved in the activities or event.

11. Renter assumes all responsibility for loss or damage caused by anyone that the Renter assigns space to or sublets space for display, etc.

12. Renter shall provide appropriate security and police services, as required or necessary, in order to properly control the activity or events. The only approved security must be obtained through the Delaware County Sheriff's Dept.

13. **INCIDENT REPORT**: SHOULD AN ACCIDENT OCCUR DURING YOUR EVENT IN WHICH POLICE OR EMS IS CALLED, IT IS YOUR RESPONSIBILITY TO SUBMIT AN INCIDENT REPORT TO THE FAIRGROUNDS OFFICE.

14. If alcohol is served or provided, Liquor Liability must be obtained by the Renter and a copy of the certificate on file at the Fair Office.

Client to Initial Acceptance _____

15. If overtime is required by Grounds personnel, the Renter shall be charged their current rate per hour.

16. High voltage hookups must be done by the Fairgrounds Electrician at his rate for service and paid directly to him.

17. The parties agree that this Agreement does not constitute an agency relationship between the parties.

18. The Renter shall save, defend, and hold harmless and indemnify the Owner from all claims (both threatened and asserted) for damages to persons or to property arising from the Renter's occupancy of the premises, including but not limited to, all judgments, settlements or awards which might be entered for such claims, and also, including but not limited to, all attorney fees the Owner incurs as the result of the threat or the assertion of any claim.

19. No animals are allowed in the building, except for service animals assisting physically handicapped persons.

20. This rental agreement, and the right and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of Indiana.

21. It is agreed that _____ is entering this contract on behalf of _____ as their duly appointed agent.

22. The Owner agrees to provide the _____ Building to the Renter for these dates:

23. It is further agreed that the Renter will pay in accordance with the terms of the accompanying contract governing these events and will return the _____ Building clean and free of any trash within one day after the event(s).

Event Date(s): _____

RENTER

Name (Printed) _____

Signature _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone () _____ Other # () _____

DATED THIS _____ DAY OF _____, 20_____.

OWNER

Delaware County Exposition Center, Inc.
Owner Representative:

Marsha Day, Office Manager
Fair Office: (765) 288-1854

Maintenance Dept.
Sean Wilson, Grounds Manager
(765) 749-9630

Email: delcofair@live.com

Website: delawarecountyfair.net

DELAWARE COUNTY EXPOSITION CENTER / FAIRGROUNDS

Building and Grounds Rental Agreement

EXHIBIT A

<u>Rental of Building(s), Grounds, Equipment</u>	<u>Charge</u>	<u>Total</u>	
<u>MEMORIAL BUILDING</u> <i>Rent includes 6' Rectangular Tables only. Not interchangeable with Round.</i>			
33 Tables 128 Chairs # days _____	\$ 400 / day	\$ _____	
Concessions: 5 Tables # days _____	\$ 30 / day	\$ _____	
<u>HEARTLAND HALL</u> <i>Rent includes 6' Rectangular Tables only. Not interchangeable with Round.</i>			
All Building 33 Tables 192 Chairs	\$ _____	\$ _____	
North Hall 11 Tables 64 Chairs	\$ _____	\$ _____	
Center 11 Tables 64 Chairs	\$ _____	\$ _____	
South 11 Tables 64 Chairs	\$ _____	\$ _____	
Kitchen	\$ _____	\$ _____	
Meeting Room (tables & chairs for 20)	\$ _____	\$ _____	
<u>COMMUNITY BUILDING</u> # days _____	\$ 300 / day	\$ _____	
<u>COMMUNITY ROOM</u> # days _____	\$ 100 / day	\$ _____	
<u>MISCELLANEOUS CHARGES</u>			
Tables – Rectangular (# Extra _____) 1 st day \$4 2 nd day, etc. \$2 per table	\$ 4 each	\$ _____	
Tables – Round (# Needed _____) 1 st day \$6 2 nd day, etc. \$3 per table	\$ 6 each	\$ _____	
Chairs (# Extra _____) 1 st day \$.50 2 nd day, etc. \$.40 per chair	\$ 0.50 each	\$ _____	
P.A. System (# days _____)	\$ 30 / day	\$ _____	
Marquee – Wheeling Ave (# days _____)	\$50/day Or \$100/week	\$ _____	
Stage - 4' x 8' sections; up to 8 available (# days _____) x (# sections _____)	\$20 / day / section	\$ _____	
Clean Up by Staff: \$25 x # hours _____ x workers _____		\$ _____	
RENT DUE (Reservation Deposit of \$100 is included):		\$ _____	
DAMAGE DEPOSIT (50% of Rent Due)		\$ _____	
CONTRACT TOTAL:		\$ _____	
	Date	Amount	Balance
Payment on Contract	_____	\$ _____	\$ _____
Payment on Contract	_____	\$ _____	\$ _____
Payment on Contract	_____	\$ _____	\$ _____