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

Boundary County Fair Board
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Building & Grounds Rental Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, By and between Boundary County Fair Board, hereinafter referred to as Lessor, and _____ hereinafter referred to as Lessee, to hold a _____on the fairgrounds the dates of (see below)

FACILITY	Tables/ Chairs	DATES RENTED	RENT PER DAY	SALES TAX	TOTAL RENT + TAX	CLEANING DEPOSIT	SUB TOTAL
Mem Hall Move in/out	4 Tbs. 25 Ch.		$ 100.00 $ 25.00	$ 6.00 $ 1.50	$ $	$100.00	$
Ex Hall Move in/out	15 Tbs 160 Ch		$ 245.00 $ 75.00	$ 14.70 $ 4.50	$ $	$150.00	$
VEC Move in/out	24 Rnd 5 8ft. T 160 Ch		$ 150.00 $ 50.00	$ 9.00 $ 3.00	$ $	$150.00	$
Kitchen.VEC			$ 95.00 / $275 wk	$ 5.70	$	$150.00	$
Tables			$ 5.00/ea	$ .30	$	$100.00	$
Chairs			$ 1.00/ea	$ .06	$	$100.00	$
PA Sys			$ 55.00	$ 3.30	$	$200.00	$
Indoor Arena			$ 120 (w/gate admiss) $ 57 (no gate admiss) $25/70 (move in/out)	$ 7.20 $ 3.42 $ 1.50/4.20	$ $	$400.00	$
Outdoor Arena			$ 650 (w/gate admiss) $ 250 (no gate admiss) $ 75 (move in/out)	$ 39.00 $ 15.00 $ 4.50	$ $	$500.00	$
Arena-Vator			$75	$ 4.50	$		$
						GRAND TOTAL	$

***Cash or Check only (no debit or credit cards) If paying with cash, please have exact amount.**
*Included in the rental is the heat, water in building and use of the parking lot, if buildings are rented.

Event holders are responsible for obtaining rent and certificate of insurance from each vendor/concession and must be received in the fair office prior to the event at which time electricity to the concession area will be turned on. If fees are not collected from each vendor/concession then that amount will be deducted from the deposit return back to the event holder.

FOOD VENDOR During events $52/event/vendor	RENT incl. TAX $52.00	DATE OF PAYMENT	CASH/CHECK#	RECEIPT#	PROOF OF INSURANCE

Payments

Date	Facility	Facility Fee	Sales Tax	Security Deposit	PAID today	Check#/Cash	Receipt #	Balance Due

☐ PAID in Full ☐ Cleaning Instructions ☐ CODE or Keys/Heat Key _____

THIS AGREEMENT HAS BEEN COPIED BY THE PROPER REPRESENTATIVES OF THE AFORESAID PARTIES ON THE DATE FIRST MENTIONED.

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. This includes sweeping and damp mopping floors. Bathrooms and kitchens must be cleaned. DO NOT remove any chairs 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)

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. If payment is not received then that date will once again be available for reservations.**
- **Contracts are available in the office (call for hours), on our website www.boundarycountyfairgrounds.com, online at boundarycountyid.org, FAIR, then scroll to bottom of page for agreements, or by email @ bcfair@boundarycountyid.org.**
- **Keys/Code # will be issued when full payment is received.**
- **Cleaning/damage deposits will be returned when all facilities are clean and keys have been returned. Keys can be placed in the drop box by the Office door. The deposit refunds are mailed after the Board Meeting the month following the event.**
- **Large outdoor event promoters are responsible to provide porta-potties including an ADA one.**
- **Alcohol and City of Bonners Ferry licenses for alcohol may be required. It is your responsibility to comply with local laws regarding alcohol and your specific event.**

_____

Signed by Lessee who has read and agree with above terms Date

LESSEE

_____
NAME OF ORGANIZATION

BY: _____

_____
ADDRESS

_____
CITY STATE ZIP

_____
PHONE

_____
EMAIL

LESSOR

BOUNDARY COUNTY FAIR BOARD

_____
AUTHORIZED REPRESENTATIVE

For Office Use Only:
Deposit Refund: _____
Date Amount Check #

RULES & REGULATIONS
(Please read carefully)

THE LESSEE SHALL:

1. Pay Lessee a rent deposit of $ _____ (25%) 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.
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 $_____ 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 $25/hr with a minimum of $50 or 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 Certificate of Insurance 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 thirty (30) days 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 is to be used in the Exhibit Hall and VEC. Remove all materials brought onto the fairgrounds, temporary structures, frames, booths, etc. within twenty-four (24) hours after termination of lease. 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. 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 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 on the fairgrounds.

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.