



**Scott County Agricultural Society**  
**7151 190<sup>th</sup> Street West, Suite #145**  
**Jordan, MN 55352**  
**Phone 952-492-2436 Fax 952-492-5442**  
**[fairstaff@scottcountyfair.com](mailto:fairstaff@scottcountyfair.com)**

## Rental Agreement

Name of Event to be Held: \_\_\_\_\_ Event Date/s: \_\_\_\_\_

Name of Firm or Organization: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Approx. # people: \_\_\_\_\_

Briefly describe your event: \_\_\_\_\_ Time of event: \_\_\_\_\_

List any special requests or needs: \_\_\_\_\_

Building	SCOTT COUNTY FAIRGROUNDS	Dimensi ons	Ap Sq Ft	Daily Fee	rented	Initial
	Gazebo (32 ft. diameter) and Patio (60 ft. diameter)			157.50		
	OK Corral	12.5 x 24	300	157.50		
12	Yellow Commercial (by gazebo)— cement floor	53 x 103	5500	420.00		
	Groundskeeper Fee			367.50		
	Garbage Fees			210.00		
	Portable Toilets— Handicap Portable Toilets			210.00 262.50		
	Handwashing Stations			210.00ea		
	Sheriff Reserves for late pm events-Check made out to Sheriffs' reserves			210.00		
4	Bathrooms 12 women's stalls----5 men's stalls—10 urinals	64 x 30	1920	420.00		
11	Cream Commercial Building	47 x 104	4900	420.00		
9	4-H Building	50 x 99	4900	367.50		
8	Creative Arts-cement -some shelves remain in	49 x 99	4800	420.00		
7	4-H Food Court (45.5 x 28)	90x 28	2520	105.00		
3/ 6	Covered Shelters	48 x 24	1150	105.00		
5	Food Court —dining with catering kitchen	116 x 28	3248	420.00		
2	Barn – cement and rock floor	94 x 198	18,600	525.00		
14	Barn – cement floor (sheep/goat stalls)	73 x 85	6200	367.50		
15	Barn – cement floor	49 x 97	4750	367.50		
16	Horse Barn— rock floor	65 x 120	7800	367.50		
17	Barn – cement/ rock floor (tie stalls) (38 x 66 wing)	68 x 199	15,300	472.50		
18	Barn – cement/rock floor (38 x 66 wing)	68 x 199	16,000	472.50		
	Grandstand and bleachers			1050.00		
	Grounds Parking Lot (\$500)					

	Chairs .75 each (300 brown) 8 ft banquet tables (15)\$5.00 each Picnic Tables(15) \$25/each					
	Carousel Bldg \$200 , Carousel \$175 (1-2 hours) Ferris Wheel \$350 (1-2 hours) 50 x 80					
	North Arena			525.00		
	South Arena			525.00		
	Damage Deposit			525.00		
	TOTAL RENTAL FEE					

**RENTAL RULES AND REGULATIONS:**

1. You must give the fair office a written Covid/ Stay Safe plan that conforms to the MN State requirements in effect at the time of the event. You must have a copy at your event and adhere to the current restrictions or you may be sited/fined..
2. Any use of buildings and grounds require a written rental agreement.
3. A reservation deposit of \$100 must be paid to reserve your date (this will be applied to the rental fee upon approval). The balances of rental fees and a separate \$500 damage deposit check are due 90 days prior to the event. None of the payment will be returned; the damage deposit will be returned minus any amounts retained to cover the costs of damages.
4. Cancellation of this contract must be made 90 days prior to the date of the event, or the rental fee is forfeited as liquidated damages to cover the costs for detaining the property under reservation preventing the rental of that same property by others. NO refunds of rental fees will be given for contract cancelation less than 90 days prior to the date of the event.
5. Renter is solely responsible for any property damage or personal injury which occurs during the rental period as a result of activities related to the rented property.
6. The damage deposit will be held until the conclusion of the event. After an inspection of the rented area/property and the return of any keys used, the damage deposit check minus any damages assessed will be mailed to the Renter.
7. Clean Up: All garbage in buildings and grounds in the area of the event must be placed in provided containers. The buildings must be swept clean. Failure to return rental property in clean condition will result in keeping some or all of the damage deposit for the labor required to clean areas.
8. Keys: All keys given to renter for property use must be returned promptly to the fair representative following the conclusion of the event. A fee of \$100 will be charged for any lost keys. Keys can be picked up at the office the week of the event.
9. Any animal waste must be cleaned up.
10. Grounds: Event must stay confined to the area rented. There may be other events going on at the Scott County Fairgrounds the same day as your event.
11. This agreement may not be modified except in writing and signed by all parties.
12. No smoking in the buildings. Smoking will result in forfeiture of the damage deposit.
13. Alcohol sales and consumption: Any sales or other serving of alcohol must be specified in rental agreement. No sale of alcohol is allowed unless service is provided by a caterer with a valid Minnesota license and appropriate insurance. A copy of the caterer’s license must be provided to the fair manager 14 days prior to the event. If any alcohol is to be consumed on premises, Renter is responsible for providing security. Renter is solely responsible for monitoring the consumption of alcohol by all individuals involved with activities related to the rental agreement, and preventing any unlawful consumption including under-age drinking and drunkenness. All alcohol consumption must be within 100 feet of the building rented. Alcohol must NOT be left unattended. NO GLASS CONTAINERS ARE ALLOWED ON THE GROUNDS. Hard liquor is NOT allowed on the grounds.

Insurance. Renter must provide proof of liability insurance in the amount of \$1,000,000 or more prior to approval of my application. A copy of \$1,000,000 liability insurance, naming the Scott County Agricultural Society as additional

insured, must be provided 90 days prior to the event (see sample attached), along with full rental fee and damage deposit.

Damage or destruction of Premises. If the rented property is damaged or destroyed by Renter, its agents, employees, invitees, licensees or patrons, Renter shall be responsible for all costs incurred by Scott County Agricultural Society in repairing and restoring the same and Renter shall not be relieved of its other obligations as set forth in the Agreement during any time the rented property is partially or totally closed due to such damage or destruction. In the event the rented property is damaged or destroyed or closed because of any governmental action, whether legislative, judicial or executive; war; civil disturbance; terrorist act; Act of God; fire; strike or other labor difficulty; or other similar cause beyond the reasonable control of Scott County Agricultural Society and not caused by Scott County Agricultural Society, its officers, agents, employees, invitees, licensees or patrons, the obligations of both parties to the Agreement shall be suspended during the period while the rented property are unusable and resume thereafter. At its sole option, Scott County Agricultural Society may elect to extend the Term of the Agreement for a period of time equal to the period that the rented property is unusable. No compensation or claim whatsoever will be paid or payable by Scott County Agricultural Society by reasons of any loss or liability arising out of the foregoing.

Damage and liability waiver. Renter hereby expressly waives all claims of whatever nature for any or all loss or damage sustained by reason of any defect, deficiency, failure or impairment of any services to or in the rented property, including but not limited to the water supply system, heating system, wires leading to or inside the rented property, gas or electric or telephone which may occur from time to time from any cause. Rented property is being provided "as is" and without any warranty. Renter understands that the activities or rented property may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or even death. On behalf of Renter, its heirs, successors, agents, employees, contractors, licensees, invitees, employees and affiliates, hereby waive all claims for personal/property damages, bodily injuries, loss of past, present or future income, death and wrongful death sustained to any of them or their property, that Renter or any of them may have against Scott County Agricultural Society and its affiliated companies and their respective officers, directors, employees, affiliates, and agents. Renter hereby expressly releases and discharges Scott County Agricultural Society, its officers, agents, and employees from all demands, claims, judgments and causes of action arising from any matter mentioned herein.

Indemnification. Renter, for itself and on behalf of its officers, directors, employees and agents shall forever hold harmless Scott County Agricultural Society and its affiliated companies and their respective officers, directors, employees, affiliates, and agents, and shall indemnify and defend all of them against and from any and all liabilities, claims, penalties, forfeitures, suits, damages, losses, actions, judgments and all costs and expenses incident thereto, including, without limitation, reasonable fees and disbursements of attorneys or consultants, arising, directly or indirectly, out of, in connection with or upon the rented property, or the use or occupancy thereof or in the operation of activities thereon, except and only to the extent that any of the foregoing is caused by the willful misconduct or gross negligence of Scott County Agricultural Society. Scott County Agricultural Society shall have the sole decision regarding defense strategy, settlement authority, and choice of counsel (provided the respective parties' interests are not so adverse as to create a conflict of interest for legal counsel) in any indemnification situation.

Renter, and its authorized personal guarantor, hereby personally agree to indemnify and hold harmless the Scott County Agricultural Society, Inc. its employees, agents, board members and officers for any liability whatsoever. If said event or function is sponsored by any organization, I hereby represent that I have the authority to act to on behalf of the organization, and hereby agree, on behalf of the organization named in the application, that said organization will indemnify and hold harmless the Scott County Agricultural Society, Inc, its employees, agents, board members and officers, from any liability whatsoever.

Applicable law. The Agreement is to be construed in accordance with the applicable laws and rules of the state of Minnesota without regard to its choice of law or conflict of law rules. Nothing in this agreement shall be deemed or construed to indicate any joint venture, partnership, or co-employment between Renter and Scott County Agricultural Society. Any dispute regarding the Agreement and these terms shall only be brought in the District Court for Scott County, Minnesota. Each party hereby irrevocably submits to the exclusive jurisdiction of such court for the purposes of any action arising out of the Agreement and, in the event that a party does not have a registered agent in Minnesota, such party irrevocably appoints the Secretary of State or other such similar officer of the State of Minnesota as its agent for service of process.

Violation of any of the above rules is grounds for complete forfeiture of the rental fee, and any damage deposit, and immediate cancellation of the rental.

I have read and agree to abide by all the above rental rules and terms.

Scott County Agricultural Society: \_\_\_\_\_ Date \_\_\_\_\_



