



Scott County Agricultural Society
7151 190th Street West, Suite #145
Jordan, MN 55352
Phone 952-492-2436
fairstaff@scottcountyfair.com
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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	Dimension s	Ap Sq Ft	Daily Fee	rent ed	Initial
	Gazebo (32 ft. diameter) and Patio (60 ft. diameter)			175.00		
12	Yellow Commercial (by gazebo)— cement floor	53 x 103	5500	465.00		
	Groundskeeper Fee			405.00		
	Garbage Fees			235.00		
	Portable Toilets—Handicap Portable Toilets			235/290		
	Handwashing Stations			235.00		
	Sheriff Reserves for late pm events-Check made out to Sheriffs' reserves			235.00		
4	Bathrooms 12 women's stalls-----5 men's stalls—10 urinals	64 x 30	1920	465.00		
11	Cream Commercial Building	47 x 104	4900	465.00		
9	4-H Building	50 x 99	4900	405.00		
8	Creative Arts-cement -some shelves remain in	49 x 99	4800	465.00		
7	4-H Food Court (45.5 x 28)	90x 28	2520	120.00		
3/ 6	Covered Shelters	48 x 24	1150	120.00		
5	Food Court —dining with catering kitchen	116 x 28	3248	465.00		
2	Barn – cement and rock floor	94 x 198	18,600	580.00		
13	Rabbit/Poultry barn			235.00		
14	Barn – cement floor (sheep/goat stalls)	73 x 85	6200	405.00		
15	Barn – cement floor	49 x 97	4750	405.00		
16	Horse Barn— cement floor	65 x 120	7800	405.00		
17	Barn – cement/ rock floor (tie stalls) (38 x 66 wing)	68 x 199	15,300	520.00		
18	Barn – cement/rock floor (38 x 66 wing)	68 x 199	16,000	520.00		
19	Shower Building			290.00		
Office	Conference Room- \$235.00 Kitchen Area- \$120.00					

	Grandstand and bleachers			1,155.00		
	Grounds Parking Lot (\$580)			580.00		
	Chairs .75 each (300 brown) 8 ft banquet tables (45) \$5.50 each Picnic Tables \$25/each, Benches \$4.00/each					
	North Arena			580.00		
	South Arena			580.00		
	Carousel Bldg \$235.00 Carousel \$210.00 (1-2 hours) Ferris Wheel \$450.00 (1-2 hours) 50 x 80	50x80	4000			
	Damage Deposit			500		
	TOTAL RENTAL FEE					

Fees to be paid in all agreements

RENTAL RULES AND REGULATIONS:

- Any use of buildings and grounds require a written rental agreement.
- 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.**
- 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 cancellation less than 90 days prior to the date of the event.
- 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.
- 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.
- Set up: Renter will be responsible for setting up tables/chairs and decorating the area themselves. Staff will make sure tables and chairs are in the building for you.
- 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. All tables and chairs must be stacked up properly.
- Keys: All keys given to renters 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.
- 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.
- This agreement may not be modified except in writing and signed by all parties.
- No smoking in the buildings. Smoking will result in forfeiture of the damage deposit.
- Alcohol consumption: 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. When alcohol is to be consumed on premises, Renter is responsible for paying for any additional 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

Renter

Date

By: _____

Name:

Its: Manager

Use Only:

Check #:

Amount of Rental Fee _____

Date Contract Received: _____

Amount of Deposit _____

Date Payment Received: _____

Total Amount _____

Date Proof of Insurance Received: _____

Final Inspection: _____

Date Deposit Return: _____

SAMPLE:

01/01/13 EVANSUNI

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	PHONE (No. Ex.)	FAX (No.)
	EMAIL ADDRESS		
	INSURER(S) ADDRESS		NAIC #
INSURED	INSURER A	INSURER B	INSURER C
	INSURER D	INSURER E	INSURER F
	INSURER G	INSURER H	INSURER I

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL SUBN	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$1,000,000
	COMMERCIAL GENERAL LIABILITY					ADDITIONAL COVERAGES
	CLAIMS-MADE					NEW EXP. (per occurrence)
						PERSONAL & AD&J INJURY
						GENERAL AGGREGATE
						PRODUCTS-COMP/OP/AGG
	GENERAL AGGREGATE LIMIT APPLIES PER:					
	POLICY					
	PROF.					
	AD&J					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (per accident)
	ANY AUTO					BODILY INJURY (per person)
	ALL OWNED AUTOS					BODILY INJURY (per accident)
	HIREN AUTOS					PROPERTY DAMAGE (per accident)
	UNOWNED AUTOS					
	UM/UA/UB					EACH OCCURRENCE
	EXCESS LIA					AGGREGATE
	RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WCB STATUS
	ANY PROPRIETOR/OWNER/EXECUTIVE OFFICEDIRECTOR EXCLUDED?					OTH. ER
	(Indicate "Y" or "N")					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-EMPLOYEE
						E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks & Endorsements if required)

Additional Insured: Scott County Agricultural Society dba Scott County Fair

Scott County Agricultural Society
7151 190th St. W.
Jordan, MN 55352

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

