Elmore County Fair and Rodeo Board

P.O. Box 205
855 E 1st Av
Glenns Ferry, Id 83623
208-366-2964
Fax: 208-955-2447

Tim Corder	Julie Lisle	Ryan Kuntz
Chairman	Fair Manager	Vice Chairman

EXPOSITION HALL RENTAL AND USE AGREEMENT

This Exposition Hall Rental and Use Agreement ("**Agreement**") is made on the _____ day of _____, 20_____ (the "**Effective Date**"), between the **Elmore County Fair and Rodeo Board)** (the "**Fair Board"**), and _____ (the **"User"**).

THE PARTIES AGREE TO THE FOLLOWING:

1. **Use of Premises:** The Fair Board hereby provides to User the right to the use of Elmore County Fair Exposition Hall ("**Hall**") and related parking located on the Elmore County Fair Grounds with the Address of 855 E. 1st, Glenns Ferry, Idaho 83623, (collectively, the "**Premises**") from _____AM/PM On _____, 20_____ (the "**Term**"). The right to use parking areas outside of the Hall is for a non-exclusive use and the Fair Board retains the right to use the parking area for other uses during the Term. The User agrees that it has inspected the Premises and its equipment and that the same is in proper condition for the User's use during the Term.

2. **Payment:** User agrees to pay to the Fair Board the sum of $550.00 as rent for the use of the Premises for the Term. In addition, the Fair Board has 20 tables available for rent for $5.00 each and 55 chairs available for rent for $2.00 each. If the User would like to include these in its rental, please note how many chairs and/or tables are needed and include the cost of the User's payment. _____ chairs _____ tables. Additional fee for chair and table rental $_____.

3. **Deposit:** Om addition to the rent and other fees due under Section 2 to this Agreement, the User shall Pay to the Fair Board a security deposit in the amount of $550.00 ("**Deposit**"). The Deposit is to hold The reservation for renting the Premises and is non-refundable in the event the User fails to rent the Premises or otherwise pay the rent and other fees due prior to the commencement of the Term. The Deposit shall also be non-refundable in the event the Premises is not cleaned to as good or better Condition as the Premises was in prior to the commencement of the Term. The User agrees to return the Premises to the Fair Board in the same or better condition as it was received. Any damages incurred during the Term will be assessed and a monetary amount assigned for repair. These charges will be deducted from the Deposit. Should damages incurred exceed the Deposit received from User, User agrees to pay all amounts for the cleanup and repair of the Premises caused by damages to the Premises which occurred during the Term immediately upon demand by the Fair Board.

4. **Purpose:** User agrees to use the Premises solely for the purpose of _____ _____ and for no other purpose.

5. **Housekeeping:** User agrees to return the Premises in better or as good a condition as when User took Possession of the Premises. User agrees not to make any alterations to the Premises. The Fair Board may perform cleaning of the Premises if not satisfactorily done by User and deduct $300.00 from the Deposit. The Deposit will be returned in full if the Premises are undamaged, returned in better or as good of condition as when the User took possession of the Premises and cleaned satisfactorily by User and all rent and fees have been paid in full.

6. **Compliance with Laws:** The User shall comply with all applicable laws, ordinances and regulations and shall not use or occupy the Premises for any use not described herein or for any unlawful purpose or permit others to use or occupy the Premises for any unlawful purpose.

7. **Maximum Capacity:** No more than 200 (two hundred) persons shall be permitted in the Premises at one time.

8. **Alcoholic Beverages:** If the User intends to serve alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide the Fair Board with copies of any such licenses or permits prior to the Term. No alcoholic beverages are to be consumed outside of the Hall and any such serving of alcoholic beverages shall be in compliance with all laws.

9. **Indemnification:** User agrees to indemnify, defend and hold harmless the Fair Board and Elmore County, and their elected officials, officers, managers, employees and agents from and against any claim, loss, action, liability or judgment for damage or injury to persons or property of any description arising out of the use of the Premises, or activities of, the User and its guests, invitees, agents, employees or visitors.

10. **Availability of the Premises:** In the event the Premises or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the Fair Boards fulfillment of the Agreement impossible or impracticable, this Agreement shall terminate and the Fair Board shall return to the User the Deposit and any rental and fees which were paid by the User. The return of the rental charges, fees and Deposit shall be the User's sole and exclusive remedy for the termination of this Agreement and the User hereby expressly waives any claim for damages or compensation arising from or related to the termination of the Agreement by the Fair Board.

11. **Decorations:** The only decorations permitted in the Hall and on the Premises are those which may be placed on the floor or on the tables. The User shall not hang, tape or suspend decorations from the walls, ceiling, light fixtures or columns within the Hall. No candles or open flames are permitted inside the Hall. The User shall not use rice, bird seed, glitter or confetti of any type in the Hall or on the Premises.

The undersigned have executed this Agreement as of the Effective Date.

User:

User: _____
(Printed Name)

Signature: _____

Address: _____

_____

Phone: _____

Fair Board:

Elmore County Fair and Rodeo Board

By: _____

Its: _____