

## **Huntington County Fairgrounds BUILDING RENTAL RULES AND POLICIES**

The Huntington County 4-H Fair Association, Inc is pleased to offer the buildings and pavilions on the Huntington County Fairgrounds for use by the general public.

**Those individuals who utilize the buildings at the Huntington County Fairgrounds are asked to treat the building with extreme care and leave it in as good as condition as it was found. Therefore, the Huntington County 4-H Fair Association, Inc. has established the following rules and policies governing the use of the buildings on the Fairgrounds. By signing the contract, you are agreeing to the rules and policies that follow and understand that your deposit will not be returned if rules and policies are not followed.**

1. Rental arrangements are to be made by calling or visiting the Huntington County Extension Office at 260-358-4826, or 1340 S Jefferson St, Huntington, IN, Monday – Friday, 8:00 am – 4:00 pm, excluding county holidays. Deposit and signed contract are due at the time of scheduling for said date. Rental fee is due 90 days prior to rental date. Certificate of Insurance, Alcohol permit and proof of approved security (if serving alcohol) are due 30 days prior to rental date. All refunds, if entitled, will be issued within 30 days after completion of rental and/or proper cancelation. In case of booking cancelations, the Huntington County Extension Office should be notified immediately.

### **Rental Refund Adjustments**

- Rentals: Full rental amount will be refunded if canceled at least 90 days prior to the rental date. 50% of rental amount will be refunded if canceled at least 60 but less than 90 days prior to rental date. No refund will be issued if canceled less than 60 days prior to rental date.
2. **Insurance:** The renter will provide a Certificate of Liability Insurance to the Huntington County 4-H Fair Association, Inc. ***If alcohol is not being served***, proof of minimum liability coverage of \$500,000 per occurrence must be provided at least 30 days prior to the rental date. ***If alcohol is being served***, proof of minimum liability coverage of \$1,000,000 per occurrence, including beer/wine liability coverage, must be provided at least 30 days prior to the rental date. Huntington County 4-H Fair Association, Inc. must be named as an additional insured with respect to liability, and beer/wine liability if applicable, on a primary and noncontributory basis. Policy must provide that coverage will not be cancelled or materially changed without 30 days' written notice to the additional insured. In the event that proof of the required insurance coverage is not provided within the specified timeframe, the rental contract becomes null and void with forfeiture of the deposit. If an injury occurs during the rental period, contact Huntington County Extension Office on the next business day. Contact your insurance agent to secure liability insurance for your event. If you need assistance finding an insurance agent to help you secure liability insurance, please call Chuck Kennedy at 400 Frontage Road, Huntington, IN 46750 **(260) 356-3313**.

3. Keys may be picked up at the Huntington County Extension Office on the day of your event or in the case of a weekend rental, the Friday or business day that is a non-county Holiday before your event after 2pm. Office hours are 8am-4pm, Monday-Friday, closed county holidays. The office is located in the back of the Courthouse Annex at 1340 S Jefferson St, Huntington, IN. For a weekend event, a \$100 early entry fee will be assessed which would allow the renter to enter AFTER 2 PM on Friday if desired.

Keys are to be returned to the Huntington County Extension Office on the next business day. There is a drop box outside of the office door for your convenience.

4. The renter is completely responsible for any building, contents, and/or property damage during their rental. This damage is to be paid for completely by the renter through damage deposit money and certified check for remaining balance.

- No nails, staples, thumb tacks, screws, pins, or sticky tack on walls
- No defacing of walls or ceiling
- No tape or other foreign materials on floors including but not limited to sand
- No open flames including lit candles
- No taping of anything to the exterior or interior of the doors. This will result in forfeiture of the deposit

5. Tables and Chairs:

- No property or equipment is to be removed from the building.
- Care should be exercised in handling tables and chairs.
- All renters using the building will be responsible for the setting up and taking down of tables and chairs and cleaning, returning, and stacking them correctly on their respective racks.

6. Clean-up: All renters using the facilities must return floors and equipment to original state of cleanliness.

- All floors should be swept, free of spills, food, and debris
- Clean up food and liquid spillage
- Tables cleaned with soap and water
- Trash removed - Trash taken to fenced in area on north side of Heritage Hall and placed in trash containers there & new garbage bags in cans
- All restrooms cleaned and trash removed
- All clean-up duties not completed will be charged to renter

7. Heritage Hall building is a “NO SMOKING” and “NO ANIMAL” building. Community Building is a “NO SMOKING” building.

8. Heritage Hall rental includes use of the “chandelier” lights (switches located in breaker box), PA system (need to request key from office), projector & screen (projector is located in the storage room and the adapter for the screen is located in the PA box, request key from office).

9. Consideration of other renters: Each renter using the facilities should consider other renters who may be using the facilities before, during, or after them. In situations where meetings or activities nearly overlap, renters should make prior arrangements with the Huntington County Extension Office as to the exact time of use.
10. Doors need to remain closed during rentals in consideration of the air conditioning or heating and sound in the neighborhood.
11. Alcohol is prohibited **unless** renter meets the following requirements:
  - Licensed bartender, serving only beer and wine, must be provided at renter's expense.
  - Renter is required to have an alcohol permit for the day of the event. A copy needs to be given to the Huntington County Extension Office 30 Days before the date of the event. You may find the temporary beer & wine permit at this link: <https://www.in.gov/atc/>
  - Renter will provide proof of insurance as described in item #2 on page 1.
  - Consumption of alcohol by minors is prohibited.
  - No illegal drugs or controlled substances are allowed in buildings or on the grounds at any time. Law enforcement will have jurisdiction.
  - No alcoholic beverages should be carried in or consumed outside the building.
  - Only beer and wine may be served. Liquor is not permitted.
  - When alcoholic beverages are served, security, as approved by the Huntington County 4-H Fair Association, Inc., must be provided at the renter's expense.
  - Names of security personnel must be provided to the Huntington County Extension Office 30 days prior to rental date. Security may be scheduled by contacting Cory Boxell at 260-224-2408. *Security shall maintain law and order at all times and must remain on the premises from the beginning of the event and until the final patron has left the building. Security should ensure all local, state, and federal laws are obeyed.*
12. These facilities are community facilities and failure to follow the rules and regulations set forth may bar you and/or your organization from future rentals. Damage is considered anything not returned to its original condition and/or missing items when rental was accepted by renter.
13. Any event that includes food vendors will be assessed a \$100.00 hook up fee per vendor.
14. Any promotional materials, press releases or social media posts must contain the building sponsor names for the buildings listed for the event as well as the Huntington County Fairgrounds name and address of 631 E Taylor St, Huntington, IN 46750.

## **BUILDING CHECKLIST**

The following list was developed to aid you in your use of the building. Groups and individuals using the building are expected to abide by all rules in the building rental contract. In addition, this checklist is to be completed by the lessee and given to the Huntington County Extension Office after the rental. Deposit will be returned by mail if no damages occur and tasks listed below are completed. If damages occur, Huntington County 4-H Fair Association executive personnel will assess the value for said damages, and lessee will be notified within 15 days of said rental.

### **Check Tasks as Completed**

**Before**

**After**

- |       |   |
|-------|---|
| _____ | _____ 1. ALL cabinets and countertops are to be cleaned.  |
| _____ | _____ 2. Refrigerators and freezers emptied of ALL food and cleaned inside and out.   |
| _____ | _____ 3. Stovetop and oven turned OFF and cleaned and all racks returned to original locations.   |
| _____ | _____ 4. ALL tables and chairs cleaned and put on appropriate racks.  |
| _____ | _____ 5. ALL walls, floors and ceiling are free of all decorations.   |
| _____ | _____ 6. Restrooms cleaned.   |
| _____ | _____ 7. Bagged trash taken to fenced in area on north side of Heritage Hall and placed in trash containers & new garbage bags in cans. |
| _____ | _____ 8. All floors swept and wet mopped, where required (see page 2, #6).  |
| _____ | _____ 9. All equipment is put away in proper place, i.e. mops, brooms, etc.   |
| _____ | _____ 10. Thermostats are set at 60 in winter or 72 in summer.  |
| _____ | _____ 11. No items left on premises.  |
| _____ | _____ 12. Make sure toilets are not running.  |
| _____ | _____ 13. Turn off all lights.  |
| _____ | _____ 14. Table count/chair count   |

Report any breakage or damages. Cost of repairs or replacement will be charged to the renter.

I certify that all tasks have been performed unless noted below:

Renter \_\_\_\_\_ Date \_\_\_\_\_

Organization (if applicable) \_\_\_\_\_

Building Inspected by \_\_\_\_\_ Date \_\_\_\_\_

Notes \_\_\_\_\_

I agree to all terms of rental listed in this document.

Name of Renter \_\_\_\_\_ Date of Rental \_\_\_\_\_

Address for Return of Damage Deposit \_\_\_\_\_

Contact Phone Number \_\_\_\_\_ Building Rented \_\_\_\_\_

Signature of Renter \_\_\_\_\_ Today's Date \_\_\_\_\_

Email Address \_\_\_\_\_ Serving Beer/Wine? Yes  No

Type of Event \_\_\_\_\_

For your convenience, everything needed to complete this rental is listed in chronological order. Please keep these rules and policies and document the dates on which tasks are completed.

Cash or Checks ONLY Payable to Huntington County 4-H Fair Association, Inc

Mailing Address:

Purdue Extension Huntington County  
1340 S Jefferson St,  
Huntington, IN 46750

- The 1st check or cash due is the deposit needed to secure your requested date.
- The 2nd check or cash is due 90 days prior to rental date for the rental fee.

**At Time of Rental Reservation**

Date: \_\_\_\_\_ Received Copy of Rules

Date: \_\_\_\_\_ Signed Agreement

Date: \_\_\_\_\_ Paid Deposit - ck \_\_\_\_\_ cash \_\_\_\_\_

**Ninety Days Prior to Rental Date**

Date: \_\_\_\_\_ Paid Rental Fee - Amount \_\_\_\_\_ ck \_\_\_\_\_ cash \_\_\_\_\_

**Thirty Days Prior to Rental Date**

Date: \_\_\_\_\_ Certificate of Liability Insurance as stated on page 1, policy 2.

Date: \_\_\_\_\_ Provide name(s), address(es), and phone number(s) of Security Personnel

Date: \_\_\_\_\_ Provide copy of beer/wine permit

**On Date of Rental or Day before**

Date: \_\_\_\_\_ Received key & checklist of duties required to receive full damage deposit back

**After Rental**

Date: \_\_\_\_\_ Returned key & checklist to Huntington County Extension Office or drop box

Request Deposit Refund date: \_\_\_\_\_ (for office use only)

# AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Huntington County 4-H Fair Association, Inc, hereinafter referred to as "FIRST PARTY," and \_\_\_\_\_ hereinafter referred to as "SECOND PARTY," have agreed that Second Party shall be permitted to use certain of First Party's premises located at the Huntington County Fairgrounds with or without a rental as determined by separate agreement;

WHEREAS, First Party is willing to allow Second Party to use said premises only on the condition that Second Party hold First Party harmless from any liability in connection with Second Party's use of the premises;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for any other good and valuable consideration under separate agreement received to the full satisfaction of each of the parties hereto, it is agreed as follows:

Second Party covenants and agrees to indemnify and hold harmless, and by these presents hereby does indemnify and hold harmless, First Party, its successors, heirs and assigns, from and against any and all loss, damage, expense, cost, actions, proceedings, demands, and/or claims, including attorney fees, to which First Party may be subjected arising from and as a result of the use of the premises by Second Party, its agents or assigns.

Second Party further covenants and agrees to provide a Certificate of Liability Insurance covering the use of the designated premises to the Huntington County 4-H Fair Association, Inc. with proof of minimum liability coverage of \$500,000 per occurrence (non-alcohol related events) or \$1,000,000 per occurrence, including beer/wine liability coverage if alcohol is being served. Said proof must be provided at least 30 days prior to the rental date. Huntington County 4-H Fair Association, Inc. must be named as an additional insured with respect to liability, and beer/wine liability if applicable, on a primary and noncontributory basis. Second Party must pay premiums on said insurance policy as they become due, and policy must provide that coverage will not be cancelled or materially changed without 30 days' written notice to the additional insured. Said policy must be written by a company approved by First Party and properly authorized by the State of Indiana to engage in such business. Said policy shall be in force during the entire period of the Second Party's use of the premises until possession is delivered by Second Party to First Party. In the event that proof of the required insurance coverage is not provided within the specified timeframe, the rental contract becomes null and void with forfeiture of the deposit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

HUNTINGTON COUNTY 4-H FAIR ASSOCIATION, INC, First Party:

\_\_\_\_\_

TITLE \_\_\_\_\_

SECOND PARTY:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_