

Huntington County Fairgrounds PAVILION RENTAL RULES AND POLICIES

The Huntington County 4-H Fair Association, Inc is pleased to offer the pavilions & buildings 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 and pavilions on the Fairgrounds. By signing the contract, you are agreeing to the rules and policies that follow.

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. Payment and signed contract are due at the time of scheduling for said 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. The renter is completely responsible for any pavilion and/or property damage during their rental. This damage is to be paid for completely by the renter.

- 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
4. 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
 - 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
 5. 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.
 6. 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.
 7. 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.

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

Name of Renter _____ Date of Rental _____

Address (to return deposit) _____

Contact Phone Number _____ Pavilion Rented _____

Email Address _____

Signature of Renter _____ Today's Date _____

Type of Event _____ Serving Beer/Wine? ___ Yes ___ No

Electricity is provided for pavilion rentals. Restrooms are NOT provided.

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

At Time of Rental Reservation

Date: _____ Received Copy of Rules

Date: _____ Paid \$100.00 REFUNDABLE Deposit

Date: _____ Paid \$250.00 Rental Fee

Date: _____ Signed Agreement

Thirty Days Prior to Rental Date

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

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. 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 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: _____