

### Schenk/Unrein Building Rental Contract

This Agreement, made this day \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, between the Ellis County Fair Association, hereinafter called "Lessor" and

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

hereinafter referred to as "Lessee".

It is understood and agreed that the term "Lessor" will throughout the conditions of this agreement refer to the duly appointed representative of the Ellis County Fair Association. It is further understood that deposits and rentals, etc. to be determined on a case-by-case basis.

**PURPOSE:** For the sole purpose of holding a(n) \_\_\_\_\_ in the  
(Circle building to be rented)

**SCHENK BUILDING** Heating/ Air Conditioning Provided (Occupant Capacity: **599**)

Or

**UNREIN FAMILY BUILDING** Heating/Air Conditioning Provided

(Occupant Capacity: **550**)

**FEE TERMS – USE DATES**

Move-In (date and time) \_\_\_\_\_ \$ \_\_\_\_\_ (Deposit)

Date(s) of Event \_\_\_\_\_ \$ \_\_\_\_\_ (Rent)

Move-Out (date and time) \_\_\_\_\_ \$ \_\_\_\_\_ (Additional fees)

\$ \_\_\_\_\_ (Insurance)

**Total Fees** \$ \_\_\_\_\_

**(Please make all checks payable to Ellis County Clerk and mail completed contracts to Tom and Melinda Fross, 506 West 23<sup>rd</sup>, Hays, Kansas 67601. Questions please call 785-628-8820 or fross4@ruraltel.net)**

Lessee agrees to make additional deposit with Lessor on written notice by Lessor to Lessee's address on this agreement, or to Lessee's representative at the facility, of such sums as Lessor feels are necessary to cover those costs which Lessor would encounter on behalf of Lessee in relation to the show (reimbursable) and to make such payment by check. Lessor agrees that such demand will not be made more than thirty days prior to the opening of the show.

If damage and/or other charges exceed the deposit amount, Lessee will pay the excess within (30) days of mailing the notice of amount due.

1. **AGREEMENT TO QUIT PREMISES:** Lessee agrees to quit rented space no later than the end term of this agreement and further agrees to leave rented space in condition equal to that at the commencement date of this agreement, ordinary wear and use thereof only expected.
2. **INDEMNITY:** Lessee agrees to indemnify, defend and hold harmless the Lessor from all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons or property damage or loss by Lessee, Lessor any persons, who so ever caused, during the period in which this agreement covers for use of the rented space, or occurring as a result of the use of such space during the agreed period.
3. **INSURANCE REQUIREMENT:** Lessee agrees to maintain public liability insurance with limits not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate covering claims of bodily injury or property damage. The insurance requirement can be satisfied by:
  - a. Providing a "Certificate of Insurance" from a personal (homeowners) or business insurance policy that indicates coverage in place during the scheduled rental of the facility.
  - b. Notify the County or their representative that the lessee wishes to be included in the Tenant Users Liability Policy carried by the County for private events at the Ellis County Fairgrounds. In the event this option is selected, the lessee will pay the appropriate fee/premium as outlined in Attachment A to this agreement.
4. **PUBLIC SAFETY:** Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with Lessor to assure such safety. All portions of the sidewalks, entries, passages, vestibules, hall, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by the Lessee by the Lessee and shall not be used for any purpose other than ingress or egress to and from the premises by the Lessee.  
Lessee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Lessor. The Lessor shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.
5. **VEHICLE DISPLAYS:** Any gasoline powered vehicle displayed, as part of the show or inside a building must have one battery terminal disconnected and the fuel tank opening taped as per Fire Code Regulations.
6. **STORAGE:** Lessee assumes all responsibility for goods or materials, which may be placed in storage with the Lessor before, during or after event.
7. **CONTROL OF FACILITY:** In renting the said rented space to the Lessee, it is understood the Lessor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
8. **LESSOR RIGHT OF ENTRY:** In permitting the use of the space herein before mentioned, Lessor does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of Lessor may enter the premises to be used, and all of the premises, at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the charge and control of Lessor.
9. **OBJECTIONABLE PERSONS:** Lessor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither Lessor nor any of its officers, agents or employees shall be liable to Lessee for any damages that may be sustained by Lessee through the exercise by Lessor of such right.
10. **DEFACEMENT OF FACILITY AND/OR ADJOURNING BUILDINGS OR PROPERTY OF THE ELLIS COUNTY FAIR ASSOCIATION:** Lessee shall not injure, nor mar, nor in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any party of said building or equipment contained therein and will not make nor allow to be made any alterations of any kind to said building equipment contained herein.
11. **SIGNS AND POSTERS:** Lessee will not post or allow to be posted any signs, cards or posters except upon such display areas as Lessor may provide. Use of such areas is a non-exclusive right. All

material is subject to approval by Lessor. All material must be removed by Lessee prior to quitting the rented the space.

12. **EVACUATION OF FACILITY:** Should it become necessary in the judgment of Lessor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another building lessee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the management of said facility based on the situation, and the Lessee hereby waives any claim for damages or compensation from the Lessor.
13. **UNAVOIDABLE HAPPENING:** If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labor strike, or other unforeseen occurrence, which rendered impossible the fulfillment of any term of the agreement, the Lessee shall have no right to nor claim for damages against Lessor or Ellis County.
14. **NON-ASSIGNMENT:** Lessee will not assign, transfer or subject this agreement or its right, title or interest therein without Lessors prior written approval.
15. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Kansas.
16. **CIVIL RIGHTS:** Lessee agrees not to discriminate against any employee or any applicant for employment on the basis of race, color, religion, natural origin, sex, age or handicap, and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.
17. **NON-EXCLUSIVE RIGHT:** Lessor Shall retain the right to use and/or license use of such portions of its facility as may not be covered by this agreement. Lessor also retains the right to reenter any part of premises covered by this agreement should such part become vacant; and to determine that such unused portion may be offered for other use.
18. **SECURITY ADDENDUM:** It is understood by both parties that security will be provided by the Lessee if alcohol is present at any time during the said event. It is further agreed that two (2) non-uniformed security persons will be available during the time of the event until lock-up occurs. The Lessee at a rate of \$10.00 per hour, per security person and \$5 .00 per thirty (30) minutes, per security person, with all time past the half-hour considered an hour. \_\_\_\_\_, representing the Ellis County Fair Association, will make security contacts with the security officers and report to the Lessee regarding the arrangements or any changes to be made.
19. **SPECIAL REQUESTS:** Any special requests need to be approved by the Ellis County Fair Association.
20. **CANCELATION AND DEPOSIT REFUND:** Contracts canceled within 30 days of the date the agreement is signed, will be refunded 100% unless the contract is signed within 181 days of the scheduled event. It is further agreed that any cancellation of the contract will result in forfeiture of deposit based on the following schedule. (See Below)

Days Prior to the event.	% Of Deposit Refunded
> 180 Days	75 %
121 – 180 Days	50 %
61 – 120 Days	25 %
0 – 60 Days	0 %

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Ellis Co. Fair Association  
 Representative

  X  \_\_\_\_\_  
 Lessee

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**RULES AND REGULATIONS**

**4-H**

4-H and Extension Council have first priority for booking buildings for any open date.

**CONTACT**

Bookings are to be made with Tom & Melinda Fross, Fair Grounds Managers.

**DEPOSIT**

- Deposit is required upon reservation. **Reservations will not be made until a contract with the deposit payment is received. (Please make checks payable to the Ellis County Clerk.)**
- Deposits will be refunded after the keys have been returned and premises inspected. (Please note reimbursement of deposits can take up to 30 - 45 days, depending upon the county's payment schedule.)
- The following fees will be deducted from deposits upon the event of their occurrence:
  - Broken Chair      \$25.00
  - Broken Table      \$105.00

**Note(s):** All county buildings are **NONSMOKING FACILITIES**; this includes all of the buildings on the Ellis County Fairground.

Please make check payable to **ELLIS COUNTY CLERK.**

**Contact Fairground Managers for keys: Tom and Melinda Fross, 506 W. 23<sup>rd</sup>, 785-628-8820, fross4@ruraltel.net.**

**Users of the building are responsible for:**

- **Sweeping and mopping the floors.**
- **Tables and chairs must be taken down and put away.**
- **Emptying trash into the dumpsters and re-lining all trashcans with bags provided.**
- **Turning off all lights**
- **Locking doors and Compensation for any damage to building and /or equipment.**

Date \_\_\_\_\_

x

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<b>Lessee</b>	<b>Individual/Organization</b>
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<b>Ellis County Fair Association Representative</b>	<b>Title</b>
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