

RENTAL LEASE AGREEMENT

AGREEMENT made and dated on the ___ day of _____, 20___ by and between the Fallon County Fair Board, a duly authorized board of Fallon County, Montana, of P.O. Box 998, Baker, Montana, hereafter referred to as the "Landlord", and _____, hereafter referred to as the "Tenant";

WITNESSETH: that the Landlord , for and in consideration of the rents and covenants hereafter mentioned to be paid, kept and performed by the Tenant, does hereby lease to the Tenant the premises located at the Fallon County Fairgrounds in Fallon County, Montana, and described as follows, to-wit:

Check all that apply:

- Exhibit Hall
- Exhibit Hall Kitchen
- Big Barn
- Grandstand
- Outdoor Arena
- Other (describe):

Initials: _____ **Landlord** _____ **Tenant**

hereafter referred to as the "leased premises". TO HAVE AND TO HOLD said premises for the term and upon the conditions herein stated.

1. Term. The term of this Lease shall be for days, commencing on the ___ day of _____, 20___ and terminating on the ___ day of _____, 20___ with the event date being the ___ day of _____, 20___.

2. Rent and Security Deposit. The Tenant hereby agrees to pay as and for rent for the use and occupancy of said premises, payable in advance 3 weeks before event date. In addition to the specified rent, the Tenant shall make a security deposit, payable at the time of reservation. The Landlord shall refund the security deposit following the termination of this Lease provided no repairs or cleaning is required. The Tenant agrees that cleaning charges, storage and disposal fees and all damage charges incurred by the Tenant's use of the premises shall be deducted from the security deposit, and if the security deposit is insufficient , the Tenant shall be liable for any deficiency.

3. Insurance. ~~The Tenant hereby agrees to pay \$_____ for Tenant Users Liability Insurance Protection through Philadelphia Insurance Companies. This is a non-refundable insurance policy carried by Fallon County Fairgrounds that will be effective the ___ day of _____, 20___ at 6:00 am and will expire the ___ day of _____, 20___ at 2:00 am.~~

4. Use of Premises. The premises hereby leased shall be used by the Tenant as the site of _____ and all related operations in connection therewith, or such other purposes as the Tenant and Landlord may deem suitable, in writing signed by each. The Tenant will use said premises in a careful and lawful manner and will not carry on any activities on said premises contrary to law or to the ordinances of Fallon County, Montana. The Tenant is solely responsible to obtain all necessary licenses, permits and to adhere to other requirements of its use of the premises.

5. Alcohol Use on Premises. All alcohol consumed on the premises shall be served and controlled by a person or entity licensed by the State of Montana to sell and/or distribute alcoholic beverages. The Tenant

hereby agrees to follow all rules applicable to the service and consumption of alcoholic beverages set forth by state law, regulation, or local rule or ordinance. No alcohol shall be served or consumed on the premises after 2:00 a.m.

6. Hours of Operation. All parties and events held at or upon the premises shall end at or before 2:00 a.m., and the Tenant agrees that all persons shall promptly vacate the premises thereafter. All clean-up obligations described in Paragraph 8 may commence at 6:00 a.m.

7. Alterations and Improvements. The Tenant may, at its own expense, and exercising reasonable discretion and judgment, decorate the interior of said premises as it deems suitable for its occupancy, but it shall make no permanent changes or alterations in the walls or partitions in said building without the written consent of the Landlord.

8. Indemnity. The Tenant shall indemnify and hold harmless the Landlord from all liability by reason of any act of the Tenant, its agents, employees or guests, from any cause whatsoever, whether in equity or at law, during the term of this Lease.

9. Care of Premises. The Tenant shall take good care of the premises and appurtenances thereto and keep them in good repair, free from filth, overloading, danger of fire, explosions or any nuisance, and return the same to the Landlord, at the expiration of this Lease, in as good condition as said premises are on the date of the execution of this Lease, usual wear and tear, and acts of God excepted. Upon termination of this Lease the Tenant will promptly remove its personal property and leave the space in broom-clean condition.

10. Security. The Tenant shall be responsible to ensure that appropriate security personnel are employed during its use of the premises. The Tenant shall be responsible for insuring its own leasehold improvements, fixtures, equipment and other personal property from loss or damage from any cause whatsoever during its presence on the premises. The Landlord provides no insurance for the Tenant's aforementioned items.

11. Furniture/Equipment. The Landlord shall provide, at no additional charge to the Tenant, the following furniture and equipment for the Tenant's use on the premises:

Check all that apply:

- Tables
- Folding Chairs
- Portable Bar
- Sound System
- Easels
- Backdrop Set
- Other: _____

No warranty is made as to the suitability of any furniture or equipment provided hereunder and the Tenant assumes all risk of harm associated with the use of such furniture and equipment. The Tenant shall be responsible for all set-up and take-down of any furniture or equipment used by it hereunder and acknowledges that its obligations relative to the use of the premises extends to the use of all furniture and equipment.

12. Assignment and Subletting. The Tenant shall not assign this Lease or any part thereof, or sublet any portion of the leased premises, without the Landlord's prior written consent.

13. Default. Should default be made in the payment of any rent herein required or any part thereof, or in any of the covenants and agreements herein contained to be kept and performed by the Tenant, it shall be lawful for the Landlord, at its option, to immediately terminate this lease and to re-enter and take possession of the leased premises. The Tenant shall nevertheless remain liable for all rents due hereunder. The Landlord may also exercise any other or further remedy now or hereafter available under the laws of the State of Montana. A waiver by the Landlord of any default or breach hereunder by the Tenant shall not be construed to be a continuing waiver of such default or breach, nor a waiver of any subsequent default or breach.

14. Termination. It is further agreed that the Tenant will, at the termination of this Lease, peacefully surrender possession of the premises to the Landlord.

15. Surrender of Premises; Removal of Fixtures and Property. Upon the termination or ending of the term of this lease for any reason, the Tenant agrees to peacefully surrender possession of said premises to the Landlord. Any personal property belonging to the Tenant, if not removed at the termination or default, and if the Landlord shall so elect, shall be deemed abandoned and become the property of the Landlord without any payment or offset therefor. The Landlord may remove such property from the leased premises and store them at the risk and expense of the Tenant if the Landlord so elects. The Tenant shall repair and restore all damage to the leased premises caused by the removal of equipment, fixtures, and personal property.

16. Time of the Essence. It is agreed that time shall be of the essence of each and every provision of this Lease.

17. Binding Effect. It is further mutually understood and agreed that this lease, and the covenants and agreements herein contained, shall extend to and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.

18. Integration and Choice of Law. This document comprises the total of the parties'

agreement and supersedes any promise, representation or warranty not expressly set forth herein. The parties acknowledge that they are not relying upon any such extraneous material. Amendment to or modification of this agreement shall not be effective unless the same is written and the notarized signature of the parties affixed thereto. The parties acknowledge that they have had opportunity to have this document reviewed by counsel and have fully reviewed and comprehend the agreement. This agreement shall be construed according to the laws of the State of Montana, and venue shall be proper in the 4

Montana Sixteenth Judicial District Court, Fallon County. In the event of litigation concerning the terms and provisions of this Lease, the prevailing Party shall be entitled to a reasonable attorney's fee to be taxed as a cost of litigation.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

FALLON COUNTY FAIR BOARD

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Position: _____

Date: _____

LANDLORD

TENANT

RENTER'S INFORMATION

Date: _____ Cell # _____ Other # _____

Deposit

- Hall Only: (\$200)
- Hall/Kitchen: (\$400)
- Hall/Kitchen/Dishware: (\$500)
- Arena Only: (\$200)
- Arena/Kitchen: (\$400)
- Arena/Kitchen/Sound: (\$500)
- Other: \$ _____
- Refund Address: _____

Hall Rent

- For Profit: \$200
- Private Parties 1-50 guests: \$25
- Private Parties 50 guests+: \$100
- Non-Profit: \$25
- County Affiliated Entities: No Charge
- Use of the kitchen is an additional \$50/day # _____
- *Additional days for set-up and tear down: \$25/day. # _____
- Amount Owed: \$ _____

Arena Rent

- For Profit: \$200
- Private Party: \$100
- Non-Profit: \$25
- County Affiliated Entities: No Charge
- Amount Owed: \$ _____

Additions

- Tablecloths \$5 (per cover) # _____
- Ivory Chair Covers \$1 (per cover) # _____
- Dishware \$2 (per setting including plate, silverware, bowl, cup) # _____
 - Damage Fee: \$10 per damaged item (A "damage" would include a break, chip, or any negative change from its original condition determined by Fairgrounds Manager)
- Electrical Camping (\$10 per hookup) # _____
- Bar (no charge)
- Projector Screen (no charge)
- Sound System (no charge)
- Amount Owed: \$ _____

CHECK—IN

- Deposit Received
- Rent Received
- User Agreement Completed
- Key Exchanged
- Walk-Through
 - Supply room: cleaning supplies
 - Cleaning Gloves
 - Trash Bags
 - Toilet Cleaner
 - Cleansing Wipes
 - Paper towel Re-Fill
 - Toilet Paper Re-Fill
 - Stainless Steel Cleaner
 - Glass Cleaner
 - Expectation of Cleaning
 - Emptying and disposing of trash in dumpster out behind hall
 - Replacing liners
 - Vacuum all rugs
 - Cleaning garbage cans off
 - Sweep and Mop all floors used
 - Restrooms: Disinfect and wipe down sinks, toilets/urinals and walls surrounding air dryer, re-stock paper towels and toilet paper (keys located in supply room), dispose of trash and replace liners, sweep and mop floors.
 - Wash and dry tabletops and break down tables and chairs; return to storage room in orderly fashion.
 - Kitchen: wipe down all countertops, and appliances, clean all dishes used and put back where they were found, place used towels and wash cloths in crate, dispose of trash, clean trash can, replace liner, clean sinks with all-purpose cleaner, sweep and mop floors.
 - Unplug Appliances: microwave, coffee pot, etc.
 - Expectation of Usage
 - You are responsible for security of the building during your rental period.
 - Thermostat should be set to 70 degrees.
 - Lights turned off.
 - Return all supplies to supply room, rinse mop buckets, place used mop heads in bucket.
 - Place all used tablecloths and chair cover in garbage bags and leave in main entrance hallway.

ADDITIONAL HALL INSTRUCTIONS

1. NO VEHICLES to enter Exhibit Hall.
2. CARDBOARD or CARPET under all articles possible of causing damage to floor.
3. NO PROPANE GRILLS allowed in hall, or in any building on fairgrounds.
4. Use NO CAUSTIC SUBSTANCES on floor in hall.
5. Use NO DUCT TAPE or GLUE GUNS on surfaces in hall, ONLY MASKING/PACKING TAPE.
6. TAPE NOTHING to HEAT VENTS in ANY MANNER.
7. Attach NOTHING to CEILING TILES or LIGHT FIXTURES. Use wires only.
8. Keep HOT ROASTERS away from walls.
9. Remove ALL GARBAGE to black dumpsters and replace liners.
10. Replace CHAIRS and TABLES in store room in order that were found, please.
11. Use the sink in UTILITY ROOM for MOP WATER or GREASE from roasters.
12. No COFFEE GROUNDS in sinks – use garbage cans.
13. Remove any articles brought to fairgrounds.
15. Pick up litter caused by your event, including any CIGARETTES BUTTS left outside.
16. Fallon County requires and provides POLICING by the Fallon County Sheriff's Office for any event where alcohol is sold. This is to prevent underage drinking or violence.
17. ALL ALCOHOL is to be sold by the licensed insured provider (the bar) i.e. kegs, wine or champagne. Will also need the bar's Certificate of Liability INSURANCE.
18. The caterer will have to have a LICENSE and a Certificate of Liability INSURANCE.
19. If you are a county entity and the Exhibit Hall is not cleaned to meet this request, there will be a CLEANING FEE sent to you.
20. If default on any of these rules the "Tenant" will FORFEIT the HALL DEPOSIT.
21. If Ansul hood is used without an emergency, you will be responsible for the cleanup fee and the cost to refill of Ansul tank.

CHECK—OUT

- Key Exchanged
- Walk-Through
 - Make sure Cleaning has met below Expectations
 - Emptied and disposed of trash
 - Liners have been replaced
 - Garbage cans have been cleared off
 - Floors have been swept and moped
 - Restrooms: wiped down sinks, toilets/urinals and walls surrounding air dryer, re-stocked paper towels and toilet paper (keys located in supply room), disposed of trash and liners have been replaced, sweep and mop floors.
 - Tables and chairs have been cleaned, broken down and returned to storage room in orderly fashion.
 - Kitchen: wiped down countertops, and appliances, all dishes used have been cleaned and put away in orderly fashion, used towels have been placed in crate, trash has been disposed of, trash cans have been wiped down, liner has been replaced, sinks wiped down, floors swept and moped.
 - All supplies have been returned to supply room, mop heads have been put in buckets.
 - Appliances have been unplugged (microwave and coffee pot)
 - All used tablecloths and chair covers have been placed in garbage bags and lined up in hall.
 - It is up to FGM to take these to Mom’s Laundry
 - Once you arrive at Mom’s Laundry make sure they know it’s for the Fairgrounds
 - Once cloths, covers, rags are ready for pickup, Mom’s Laundry will call the Fair Office
 - Take invoice from Mom’s Laundry to Clerk and Records office
- Courtesy call “tenant” to come clean up any missed items
- If two days go by without any change, take out of total deposit
- Complete Claim for Deposit Refund
- Clean Hall accordingly

Tenant Representative

Date:

Fairgrounds Representative

Date: