

**RENTAL LEASE AGREEMENT**

AGREEMENT made and dated this \_\_\_\_\_ 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 \_\_\_\_\_, of \_\_\_\_\_, 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, the sum of \$ \_\_\_\_\_, payable in advance, by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_. In addition to the specified rent, the Tenant shall make a security deposit of \$ \_\_\_\_\_, payable at the time of the making of the rental payment. 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

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.

**Initials:** \_\_\_\_\_ **Landlord**                      \_\_\_\_\_ **Tenant**

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

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**

