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2011-12 RENTAL RULES & REGULATIONS

CLEAN-UP

The Lessee is responsible for cleaning up after its event. Clean-up includes the following:

1. Removal of all trash, garbage, dinnerware, cups, decorations, food, and any other items of the Lessee, at the conclusion of the event.
2. All decorations, tape, tacks, strings, and materials used to fasten decorations of any type shall be taken down and removed from all walls, tables, chairs, and the ceiling. Signs, posters, or outdoor decorations must be taken down and disposed of. If these items are not taken down by Lessee and the Lessor is required to remove them, the Lessee agrees that it will be charged at a rate of $35.00 per hour for removing the same. ABSOLUTELY NO DUCT TAPE.
3. Taking down and re-racking and returning to storage all tables and chairs. If the Lessee fails to take down and return to storage all chairs and tables, they acknowledge and agree that they will be charged at a rate of $30.00 per hour for Lessor to perform this function.
4. Turn off all lights and set thermostats back to a temperature of 50° (in buildings or outdoor areas and pavilions where applicable).
5. Lock all doors and leave Fair Hall rental keys on the kitchen counter and exit through the north door. Return all other keys to the fair office or groundskeeper.
6. Notify the Lessor of any damage that has occurred from the event.
7. Lessee acknowledges clean-up is to be completed by 2 am on the day following said event. Lessee acknowledges that its failure to complete clean-up by the time specified may result in a forfeiture of the security deposit if the Lessor needs to come in and either clean up or finish clean-up because of an event scheduled to take place the following day.
8. The Lessee agrees to restack, replace, or put in its original place of origin trash cans, picnic tables, outdoor chairs, benches, and the like, which were used, moved, or set out by Lessee.

CANCELLATION

If the Lessee cancels this rental agreement prior to 90 days of event, Lessee acknowledges the $250.00 security deposit or 10% (whichever is greater) will be retained by the Lessor. If the Lessee cancels this rental agreement within 90 days of event, Lessee acknowledges the $250.00 security deposit or 10% (whichever is greater) plus half of the rental will be retained by the Lessor.

EARLY SET-UP/LATE CLEAN-UP

Early set-up/late clean-up may be added at a reduced rate if Fair Hall or grounds and other buildings have not been rented on the day preceding and/or following Lessee's event. Contact the Secretary's Office for fees for early set-up/late clean-up. Arrangements for this add-on must be made between Lessee and Lessor in advance of event date.

COMPLIANCE WITH LAWS & ORDINANCES

Lessee agrees to strictly comply with all city, county, state, and federal ordinances. In addition, Lessee agrees to comply with all fire, health, and safety requirements. The Lessee agrees to hold the Lessor harmless for any violation of such laws or ordinances by the Lessee while the premises are being rented and used by the Lessee. Lessee agrees to indemnify and hold harmless the Lessor for any violations, penalties, or charges it would incur as a result of the Lessee's actions.

DAMAGE OR INJURY

Lessee expressly acknowledges and agrees that it will be solely responsible for any and all damage to Fairground buildings (both interior and exterior) and the equipment, chairs, tables, and any personal property, equipment, or grounds of Lessor. Lessee agrees to be solely responsible and hold the Lessor harmless and indemnify it for injury or death to any person, guest, invitee, licensee, friend, family member, client, patron, or any other person whether adult or minor who is present during the Lessee's event. The Lessee further acknowledges it will be solely responsible for any damage to Fairgrounds property.

INSURANCE

Lessee agrees to obtain, procure, and pay for their own property and liability insurance coverage for damage to, destruction, theft, fire, vandalism, or any other loss of their own personal property and any and all items brought to Fairgrounds. Lessee acknowledges and agrees Lessor shall not be liable or responsible in any way or fashion for any damages resulting from damage, destruction, theft, fire, or vandalism of Lessor's property. Lessee further acknowledges and agrees to hold the Lessor harmless and indemnify the Lessor from any and all damage, injury, or death to persons using Fairgrounds. The Lessee expressly agrees to hold harmless and indemnify the Lessor, its directors, officers, members, and any and all other persons or entities connected with the Lorain County Agricultural Society (d.b.a. Lorain County Fair). The Lessee expressly releases the Lessor against all claims, causes of action, or demands of any kind or nature arising from or out of this rental agreement. Lessee acknowledges and agrees it will be responsible for Lessee and any of Lessee's guests and any and all damage or destruction to any building, equipment, chairs and tables, kitchen facilities and restroom facilities located therein, any and all other Lessor personal property, and any damage to the parking lot. Lessee agrees to provide Lessor with a copy of Lessee's liability insurance policy (homeowners, renters, general liability, or special event) no later than thirty (30) days prior to the scheduled event.

SMOKING/FLAMMABLE OR EXPLOSIVE MATERIALS

The Lessee acknowledges and agrees that smoking is strictly prohibited anywhere inside Fair Hall or any other buildings or barns. The Lessee further acknowledges and agrees that it will not place, store, ignite, or try to ignite any dangerous, flammable, or explosive materials or substances of any kind or nature inside or outside of buildings or barns.

PROHIBITION AGAINST ASSIGNMENT

The Lessee acknowledges and agrees it cannot assign this rental agreement. The Lessor may, however, sublet space and areas at the facility and in buildings rented during its event to its participants, invitees, vendors, campers, and the like. The Lessee agrees that the Lessor will in no way be responsible for the Lessee's assigning or subletting portions of the facility and/or buildings during the Lessee's event and further agrees to hold the Lessor harmless and indemnify the Lessor from any loss, damage, injury or death, or dispute that could result from the same.

ITEMS PROHIBITED IN FAIR HALL, ON THE FACILITIES, OR IN BUILDINGS

Lessee acknowledges that there is a strict prohibition against smoking, animals, motor vehicles, ATV's, motorcycles, bicycles, firearms (unless agreed otherwise), or any other type of vehicle inside Fair Hall at any time. Lessee further acknowledges and agrees that, should there be a violation of this provision, the Lessor at its sole discretion may immediately terminate the agreement.

ELECTRICIAN/SOUND/CONCESSION TRAILERS

Lessee agrees to give the Lessor advance notice if any concession trailers will be set up during their event. Concession trailers will be charged at a rate of $100.00 per trailer. All electricity for said stands must be connected by the Fairboard's electrician. Sound equipment can be rented for $50.00 and must be hooked up by Fairboard's electrician at a rate of $30.00 per hour. To avoid additional charges, it will be to the advantage of groups using the fairgrounds to bring in their own sound equipment.

EMERGENCY CONTACT

In the case of any non-medical emergency during your event, you should contact Mark Diedrick at (440) 213-5744. For any medical emergency, please contact the emergency medical service at 911.

CONDITION OF FACILITIES, GROUNDS, BUILDINGS

The Lessee acknowledges and agrees it has inspected the grounds and the buildings and is accepting them for rental as they currently exist on an "as is" basis. The Lessee acknowledges that the Lessor makes no warranties as to the suitability, security, and the like, of the grounds and buildings being rented.