

**Otero County Fairgrounds
Facilities Rental Agreement – Page 1 of 2**

THIS AGREEMENT is made and entered into by and between _____, representing _____ (herein after referred as “lessee”), and the Otero County Fair Association (herein after referred as “lessor”), for the use of the facilities indicated below, for the purpose of _____

Which shall be a: **For-Profit Activity** **Non-Profit Activity** **Youth Activity.**

The dates of this rental agreement shall be between:

_____, 2020 beginning at **6:00 am** and _____, 2020 ending at **Midnight**, inclusive, except as noted below:

Contact Name: _____

Address: _____ **City:** _____

Phone Number: _____

Email: _____

	RENTAL FEE(S)	<u>DEPOSIT(S)</u>
Concession Stand (<i>Lessee is required to obtain a Food Permit from NM Environmental Department</i>)		

Entire Exhibit Building
Wade, New and Old Exhibit Halls

Wade Exhibit Hall

New Exhibit Hall

Old Exhibit Hall

Kitchen (*Lessee is required to obtain a Food Permit from NM Environmental Department*)

Livestock Barn

Pavilion

Main Parking Lot (West – Paved)
Includes one day for set-up, and one day for tear-down and cleanup

Keys _____
Must be returned the next business day following event

TOTAL FEES AND DEPOSITS (*No Refund on Rental Fees*)

Date Deposit Paid _____ Check # _____ Cash

Date Fees Paid _____ Check # _____ Cash

Fair Manager / Representative

Otero County Fairgrounds

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Lessee Covenants and Agrees:

1. All rental rates, a copy of certificate of liability insurance, and food permit for concession renters are due no less than five (5) days prior to use of facilities by lessee.
2. A certificate of Commercial General Liability Insurance will be provided by the lessee, naming the **Otero County Fair Association** and the **County of Otero and the City of Alamogordo** as additional insureds, with limits of not less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) general aggregate. Coverage must include Product Liability with the same limits herein described.
3. All concession stand renters will be required to obtain a food permit, and provide a copy of the food permit to the Fair office as well as follow the NMED guidelines for food service.
4. Lessee shall be liable to the lessor (OCFA) and the County of Otero for any damage to the premises due to the lessee's use of the facilities. Lessee is responsible for any and all damage done by guests in any area of Fairground.
5. Lessee will indemnify and hold harmless the lessor (OCFA) and the County of Otero from any and all claims and liability for any damage or injury to persons or property arising from lessee's negligence or mis-use in or about the premises during the period of use. The lessor (OCFA) and the County of Otero will not be responsible for items left or stored at the Otero County Fairgrounds.
6. Lessee agrees that the keys will not be given to anyone other than an authorized representative of Lessee, and no key shall be duplicated.
7. There shall be no assignment of this rental agreement by lessee to any other entity without the express written consent of the lessor.
8. **No alcoholic beverages will be allowed on the premises.** Failure of lessee to comply will result in the forfeiture by the lessee of all deposits paid under this agreement, and, at the discretion of the Fair Board, failure of lessee to be permitted to use facilities in the future.
9. No security personnel shall be furnished by lessor (OCFA).
10. Lessee shall forfeit all deposits paid under this agreement in the event that the facilities are not vacated by the ending time shown on this agreement and regular daily charges shall be incurred by lessee.
11. Lessor may retain any or all any deposits paid under this agreement by lessee if the facilities are not left in clean condition and in as good repair as when lessee began use of the facilities. Failure to comply may result in loss of future privileges.
12. No items may be attached to any walls, other than the pegboard areas, in the Exhibit Building, either by tape, thumbtacks, staples, etc. Pegboard hooks are required in the appropriate areas. Failure to comply will result in the loss of the entire deposit paid by lessee.
13. Lessor reserves the right to cancel this agreement, with thirty (30) day notice to lessee, for required maintenance, or misrepresentation by representative of lessee.
14. Lessee will be allowed to use the facilities indicated above without undue interference by the lessor the entire rental period. The right to reasonable inspection and monitoring of the premises is hereby reserved to the lessor.
15. Lessor reserves the right to save any one or more of the provisions of this agreement, except as noted.
16. Lessee has received a cleaning checklist and agrees to return the facilities and surrounding areas to the condition of acceptance.
17. There is no smoking permitted 50 feet from the building.
18. If the event has boxes, the boxes must be broken down flat then thrown into the dumpster.
19. One Vehicle is permitted to pull on patio for unloading/loading. Lessee cannot have numerous vehicles in gated area. You must close the gate and only have pedestrian gate open for your event. The fire lanes must stay open during your event in case of emergency.

Acknowledged and accepted this _____ day of _____, 20__.

For Lessee:

For Lessor (OCFA):

For Lessor use only upon checkout by Lessee

Upon inspection of the facilities, I have found them to be satisfactory, except as noted below:

and _____ keys have been returned. I recommend that \$ _____ of the deposit be refunded.

Fair Manager/Representative

Date

I agree/disagree with the recommended deposit refund.

Lessee Representative

Date

\$ _____
Amount Refunded

Date

For Lessee