

RICHMOND COUNTY FAIR ASSOCIATION, INC.

“SERVING THE NORTHERN NECK REGION”

PO BOX 152

WARSAW, VA 22572

FAIRGROUNDS RENTAL AGREEMENT

RATES:

OUTSIDE GROUNDS ONLY	\$400.00
EXHIBIT HALL RENTAL	+ \$ 50.00
CLEANUP DEPOSIT (REFUNDABLE)	\$250.00
DEPOSIT DUE W/CONTRACT	50% OF APPLICABLE RENTAL FEES; ITEM 12 INSURANCE (LIABILITY REQUIRED, SEE BELOW; ITEM 7)

NOTES/TERMS:

1. The fairgrounds can be rented without the use of the building but the building cannot be rented separate from the grounds
2. Electricity is provided at distribution panels, where renters can plug in cords that meet state codes and are responsible for all cords needed to move from the locations using plugs and cords approved by state code and w/out alteration to RCFA property (i.e. don't mess with the box!)
3. Renter is responsible for renting their own portable restroom accommodations; none are available at this time on the fairgrounds.
4. Renters are responsible for removing all trash, garbage, decorations, etc. from the property in order to qualify for the return of the deposit.
5. Any and all damage to the property caused by the renter or their guests or anyone else attending the function will be the responsibility of the renter.
6. Renters are responsible for procuring the necessary permits from the town of Warsaw and any other agency requiring them in proper regards to the event. Public events require a gathering permit from the town. If food will be sold; the Health Dept. must issue a Permit.
7. The liability insurance must have at least \$300K general **aggregate limit for private events and \$ 1 Million for public events and be issued with a certificate listing the RCFA and the Richmond County** board of Supervisors as additional insured. If coverage cannot be secured renters may purchase coverage under the RCFA policy with fees specific to the event starting at \$75.00.
8. If alcohol is served it must be in compliance with state ABC laws.
9. This agreement does not include any part of the Little League Ball Park and infringing on that property may be considered trespassing.

10. Decorations may be used but cannot alter in any way the fixtures, walls or facilities being used. Any holes, staples, wires, tape, etc. must be completely removed and no permanent coloration is allowed. sand, confetti, crystal gel and spray string are prohibited from use on the fairgrounds.
11. indemnifications/Hold Harmless Clause Each Party hereby agrees to indemnify, defend and hold harmless from any loss, liability, costs and damages resulting from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members and participants provided that with respect to officers, directors, employees and agents, as applicable. In no event shall either party be liable. For any indirect, special or consequential damages, including lost revenues or profits arising out of or in connection with performance or failure to perform under agreement. These obligations include the requirement to indemnify and hold harmless for all claims or causes of actions for damages, harm, or injury sustained by third parties or to the property of the third Parties.
12. Cancellations- The Richmond County Fair Association is not responsible to any renter for any claim of cause of action in the event a function is not held due to a factor or cause not attributable to the RCFA including weather, natural disasters, terrorism, threats of terrorism. Cancellation of an event less than 10 days out from the date may result in forfeiture of deposits which are 1/2, of the applicable rental rate and due with the signed contract. The balance of the fees is due on or before 7 days out from the event or occasion.
13. Collection in addition to any rights and remedies set forth in the agreement or any rights and remedies at law, the renter will be responsible for all reasonable costs, attorney's fees and expenses that maybe incurred by the RCFA enforcing this agreement.
14. Your authorized signature on this agreement and it's return with the appropriate deposit establishes this event is on a "go" status and subject to the terms set forth in this document. Events not paid in full by the deadline may be subject to cancellation.

Authorized Signature	Representing	Date
----------------------	--------------	------

Address

Phone Numbers	Home office	cell	fax
---------------	-------------	------	-----

Authorized RCFA Signature	Date
---------------------------	------

Description of event

A signed copy will be returned for your reference and records