

RICHMOND COUNTY FAIR ASSOCIATION, INC.
“SERVING THE NORTHERN NECK REGION”
PO BOX 152
WARSAW, VA 22572

RENTAL RATES, POLICIES AND PROCEDURES

RATES:

OUTSIDE GROUNDS ONLY	\$400.00
EXHIBIT HALL RENTAL (with limited parking)	\$350.00
SECURITY DEPOSIT (refundable)	\$250.00
Due at Contract Submission:	50% Rental Deposit

POLICIES AND PROCEDURES:

1. RESERVATIONS:

- a. All reservations must be made by submitting the “FAIRGROUNDS RENTAL AGREEMENT” (see attached) to the Richmond County Fair Association(RCFA) at least 4 weeks in advance of the event.
- b. Events that are composed of youth seventeen (17) years or younger must have at least one (1) adult chaperone for every ten (10) youths at all times. Failure to comply may result in ending the event early and forfeiture of the deposit.
- c. Reservations will be taken on a first-come, first-serve basis. It is the policy of the RCFA to make the Fairgrounds’ facilities available for rental under the terms and conditions set forth herein.
- d. All fees associated with the rental, as set forth in this document, must be paid in full 7 days prior to property access.
- e. Applications submitted without the appropriate fees and documents will not be considered.

2. RENTAL FEES

- a. Rental Fee Balance will be paid in full, including Security Deposit, prior to access to the facility
- b. The facility is available for rental seven (7) days a week
- c. No facility rentals will be considered for a period of time before, during or after the Richmond County Fair.
- d. Paid rental time begins at 7:00 am and ends at 2:00 am. Failure to vacate the facility by 2:00 am will result in a charge of \$25.00 per quarter hour deducted from the Security Deposit. These rental times apply to the set-up and cleanup of the event.

3. COMPLIANCE WITH APPLICABLE LAWS:

- a. Renters are responsible for procuring the necessary permits from the Town of Warsaw.

- i. Public events require a Gathering Permit from the Town of Warsaw
 - ii. The Health Department must issue a Permit to sell food
- b. Renters using the facilities will comply with all federal, state and local laws.
- c. Renter assumes full responsibility and liability for the acts and omissions of all invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees with respect to the rental.
- d. Alcoholic Beverage distribution and consumption must meet all Virginia ABC laws.

4. LIABILITY:

- a. Renter is responsible to obtain liability insurance
 - i. Must have at least \$300,000 general aggregate limit for private events and
 - ii. \$1 Million for public events and
 - iii. Certificate must list the RCFA and The Richmond County Board of Supervisors as additional insured.
- b. If coverage cannot be secured, renters may purchase coverage under the RCFA policy with feeds specific to the event starting at \$75.00

5. CONDITIONS:

- a. Richmond County Fair Association required the Renter to provide security/traffic control personnel for events where:
 - i. Alcohol/liquor is served or sold;
 - ii. Events are offered for public attendance;
 - iii. More than 200 persons are expected to attend a private event;
 - iv. Under all other circumstances the Renter will provide adequate security. It is further understood that the number of security/traffic control personnel needed for the event will be determined by the Richmond County Sherriff's office.
- b. The Exhibit Hall is a Non Smoking Venue. Any violation will result in forfeiture of the security deposit and may cause an early shut down of the event. Smoking is allowed outside the building. It is the renter's responsibility to ensure all related trash is picked up and removed from the premise.
- c. Alcoholic beverages may not be distributed or consumed without the express written approval of the RCFA and must be in compliance with all State and Federal laws.
 - i. Individuals may not bring alcoholic beverages onto the Fairgrounds for personal consumption outside of the aforementioned confines.
- d. Glass beverage containers are not permitted on Fair property.
- e. No firearms or weapons of any nature whatsoever may be brought onto the Fairgrounds.
- f. No unauthorized overnight parking. Any unauthorized vehicle found on the property will be towed at owner's expense
- g. Electricity is provided at distribution panels
 - i. Nothing shall be attached by the Renter to the electrical panels
 - ii. Plug in cords must meet state codes
 - iii. Renter is responsible to move cords as needed without alteration to RCFA property.

- h. Decorations may be used but cannot alter, in any way, the fixtures, walls or facilities on the property.**
 - i. Staples, wires, tape etc. must be completely removed at the conclusion of the event.**
 - ii. No permanent coloration is allowed.**
 - iii. Sand, confetti, crystal gel and spray string are prohibited from use.**
 - iv. Use of any unauthorized material will result in immediate forfeiture of the security deposit.**
 - i. Tables and chairs are provided at no charge. However, the Renter is responsible for the set-up and take down of the equipment. Renters are prohibited from removing tables and chairs from the buildings.**
 - j. If the rental is for grounds only (not including Memorial Hall), the renter is responsible for renting their own portable restrooms accommodations.**
 - i. Additional restrooms must be provided by the renter at the rate of 1 Port a Potty per 100 participants**
 - ii. The facilities in Memorial Hall are for Memorial Hall events only and will not be open during the rental of the Fairgrounds Only.**
 - k. Renter does not have access to any part of the Little League Ball Park; including parking lot. Infringing on that property may be considered trespassing.**
 - l. Damage caused by vendor, worker or any other person associated with the event, will be the sole responsibility of the Renter.**
 - m. Facility Access will be arranged to open and close the facility with the renter. In the event of an emergency, please contact the Town Police Dispatch.**
 - n. Renters are forbidden to fly Drones over the Richmond County Fair Grounds without the express written permission of the RCFA.**
 - o. Parking for guests and contractors is available on the Fairgrounds. All fire lanes and handicapped parking notices must be observed and compliance is required.**
 - p. Tents may be brought in and set-up during arranged setup times.**
 - q. Sale or display of drug paraphernalia including, but not limited, to bongs, pipes, spice, vaping equipment and rolling papers is prohibited. The Richmond County Fair Association membership has final say of identification of such items.**
 - r. Sale or display of weapons including, but not limited to, hand guns, brass knuckles, knives and rifles is prohibited. The Richmond County Fair Association membership has final say of identification of such items.**
 - s. Sale or display of pornographic items including, but not limited to, CD's, DVD's and posters is prohibited. The Richmond Country Fair Association membership has final say of identification of such items.**
- 6. CLEANUP:**
- a. Clean and return chairs and table to their original location.**
 - b. Sweep floors. Mop up any spills from the floor and wipe down counter top surfaces.**
 - c. Remove decorations and signage. Ensure staples, pushpins, tape or nails have been removed from surfaces.**
 - d. All food, drink and paper products must be removed from the property.**

- e. Remove all trash and garbage from the property.
 - f. Failure to properly clean the facility will result in forfeiture of the Security Deposit.
 - g. Any damage in excess of the Security Deposit will be the responsibility of the Renter.
 - h. Prior to and upon conclusion of any rental, a RCFA representative, along with a representative of the Renter, will inspect the condition of the premises and verify that the premises have been left in acceptable condition. A final report form will be completed to acknowledge that all rental responsibilities have been met and that a deposit, or portion thereof, will be refunded.
- 7. INDEMNIFICATION:** Renter agrees to indemnify and hold harmless Richmond County Fair Association, its officers and agents from any and all actions, claims, costs, damages and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Fairgrounds by the Renter, Renter's invitees, licensees, relatives, friends, and their respective invitees or licensees associated with the rental use of the Fairground facilities.
- a. Richmond Country and RCFA are not responsible for lost, damaged or misplaced property placed at any facility or grounds. Furthermore, the Renter agrees that the RCFA is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Fairgrounds facilities, its grounds and equipment
- 8. CANCELLATIONS:**
- a. Must be requested in writing to the RCFA at PO Box 152, Warsaw, VA 22572.
 - b. Cancellation fees will be deducted from the deposit paid at the time of reservation and will only be made to the Renter as provided by the application.
 - c. The Refund Schedule shall apply to all rentals:
 - i. 45 days or more notice of cancellation: Full Refund
 - ii. 20 through 44 days' notice of cancellation: 50% Refund
 - iii. 19 days or less days' notice of cancellation: 0% Refund
 - d. RCFA will not be held responsible for weather related cancellations. In such situation, the Renter may choose another date to reschedule the event.
 - e. RCFA reserves the right to cancel an event while in progress due to unacceptable behavior or complaints received from the community. If deemed necessary to cancel an event in progress, a refund will not be made to the Renter for either Rental or Security Deposit fees.
- 9.** 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 expense that may be incurred by the RCFA enforcing this agreement.
- 10.** RCFA reserves the right to change and/or modify any or all parts of the Policies and Procedures Document. Modifications to the Rate Schedule is at the sole discretion of the RCFA.

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SIGNATURE PAGE

By your signature, you agree that you have read, and will comply with, the procedures and policies set forth by the Richmond County Fair Association:

Authorized Signature

Date

Please attach this page with the completed Rental Agreement