

PLATTE COUNTY FAIR RENTAL CONTRACT/AGREEMENT FOR THE PLATTE PURCHASE BUILDING

THIS AGREEMENT is made and entered into this **17th day of November, 2022**, by and between the Platte County Fair Association, hereinafter referred to as “Fair” and the **Northland Career Center/Platte County R-3 School District, Renter**”. The “Fair” as used within this agreement shall be defined to include the Platte County Agricultural and Mechanical Stock Association as defined within Missouri statutes.

WITNESSETH:

1. **PREMISES RENTED:** The Fair does rent and the Renter does agree to rent the following building of the Fair property in Platte County, Missouri:

The Platte Purchase Building on **Tuesday, February 28, 2023**. **A key to the main gate entrance and Platte Purchase Building will be available at 8am on the day of rental. Earlier entry into the building is \$25.00 per hour.**

2. **FEE:** The Renter agrees to pay the Fair by check or money order the following fee:

- a. **A Deposit of One Hundred Fifty Dollars/\$150.00 to be paid immediately along with the return of this signed contract.** The space to be rented as set forth above will not be reserved until such time the fee is paid, made payable to the Platte County Fair and contract returned. (Said deposit shall be refundable up to 2 weeks after event.)
- b. **Three Hundred Dollars/\$300.00** per day for the building rental.
- c. ~~**Optional: Three Hundred Dollars/\$300.00** may be paid for one additional day's rental prior to the event for set-up purposes only. Only one set-up day allowed per contract.~~
- d. **All remaining funds must be paid in full Thirty/30 days prior to rental date.**
- e. **Optional Wi-Fi Service is available at a cost of \$50.00.**

3. **TYPE OF ACTIVITY:** The Renter agrees to use the portion of the Fair Grounds rented during the period only for a **SkillsUSA Leadership Workshop**.

4. **CLEAN UP:** Renter's building must be kept clean and all refuse, rubbish and garbage deposited in containers provided. The Renter does agree to clean up and leave the Fair Grounds in as good a condition as it was prior to the rental and does further agree to repair any and all damage. (NOTE: This includes all tape and tape residue, string, wire, staples, tacks, nails, etc.) The **deposit of One Hundred Fifty Dollars/\$150.00** with the Fair may be used for clean up or repair of damages in the event the Renter does not complete all repairs or clean up the premises by the date and time stated within this agreement.

5. **LIABILITY INDEMNITY:** The Renter does agree that it will protect, defend, hold harmless and indemnify the Fair, its directors, officers, agents, employees and volunteers from and against any and all expenses, claims, actions, liabilities, attorney fees, damages and losses of any kind whatsoever, actually or allegedly, resulting from or connected with the Renter's participation in the Fair whether caused by the negligence of the Fair, the Renter or third parties or caused by any other cause. The Fair shall not be liable for any loss or damage to any merchandise or personal property belonging to Renter, regardless of the cause of such loss or damage.

6. **INSURANCE:** All Renters, unless excused in writing by the Fair, must provide a \$1,000,000.00 certificate of insurance naming the Fair, its directors, officers, agents, employees and volunteers as an additional insured or alternatively the Renter may make application for the Fair to provide coverage for **the additional cost of \$115.00** which covers only the days rented from Fair.

7. **ACTIVITY IN CONFORMITY WITH LAW:** The Renter agrees that the Renter shall not violate any rules, regulations, statutes, laws or ordinances of the State of Missouri, County of Platte or City of Tracy and that the activity shall be in strict compliance with the law. If Renter intends to operate a food stand on the Fair Grounds, Renter shall insure compliance with the Missouri Department of Health Sanitation Rules and laws governing temporary food service establishments and mobile food units and will obtain a temporary food concession permit from the Platte County Health Department.

8. **CROWD CONTROL:** The Renter shall not allow any more people on the premises than can safely and conveniently use the facilities of that portion of the Fair that has been rented by the Renter. This limitation may be impacted by Renter's adherence to any pending State or County Health Department Orders.

9. **SOUND RESTRICTIONS:** The Fair reserves the right to monitor and regulate the level of sound. After two (2) warnings about offensive sound, the Fair shall have the right to disconnect power and/or revoke the Renter's right to use the premises at the Fair and eject the Renter from the property.

10. **MISREPRESENTATION:** Renter shall deal honorably and fairly with the public and practice NO FRAUD, Misrepresentation or discrimination of any kind. Renter will have no game of chance or gambling device connected with his business and will not conduct on space hereby rented, any stand, show, amusement or exhibition of any character that does not meet with the prior approval of Fair.

11. **NO ALCOHOL TO BE SOLD:** Renter will not sell alcohol or intoxicants in any form, with or without a license.

12. **FAIR'S AUTHORITY TO CANCEL:** Fair reserves the right to cancel this contract without previous notice, to stop any show or exhibition, or the sale of any article of food or drink being conducted or sold by Renter or for any reason that in its judgment may be detrimental to Fair and not in the best interest of the public at large or for any violation of the local, county, State or Federal rules, regulations or Statutes.

13. NO ASSIGNMENT OR SUBLEASE: This contract is personal to the Renter and may not be assigned or sublet to any other party without the written permission of the Fair.

14. COVID19. The Renter will follow all City, County, State and Federal laws including, but not limited to, the Platte County Health Department Guidelines on COVID19 or any communicable disease. If required, a copy of your mitigation plan which has been approved by the Platte County Health Department must be provided to the fair. In the event that the Platte County Health Department or any higher jurisdictions prohibit any and all indoor mass gatherings during the rental dates specified in this contract, all funds, including the deposit will be refunded in full to the Renter.

15. **The rental building shall be fully vacated and all keys shall be returned no later than 9a.m. on the day after the rental period.**

16. FORFEITURE: Any violations of this Agreement or of the referenced statutes, laws or ordinances shall result in immediate forfeiture of all rights to the premises rented and the loss of any money deposit with the Fair.

17. AMENDMENT: The Fair shall have the right to interpret the above rules and regulations, to amend or add such rules and regulations as in its discretion it might deem appropriate and to enforce compliance with such rules and regulations.

18. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Missouri.

Doug Doll, PCR3 Board of Education

816-858-5505

Northland Career Center,
Jeff Green or Teresa Ryun

44-6001444

PCR3 Federal ID Number

Return Deposit To: Platte County R-3 School District / NCC

Address: 1801 Branch Street, Platte City, MO 64079

PLATTE COUNTY FAIR ACCEPTENCE: _____

Rick Hill - Rental Manager 816-215-3238
14940 Beverly Drive, Platte City, MO 64079
Email: TheBeverlyHills@aol.com