



BARAGA COUNTY FAIRGROUNDS RENTAL AGREEMENT

Witnesseth:

The Baraga County Fair, (Lessee) and, _____, (Lessor) do agree as follows: The Baraga County Fair does hereby permit the Lessor to use the Baraga County Fairgrounds for the following event date(s) _____ for the listed event/use _____.

Terms and Conditions

1. Groups or individuals who wish to use the Baraga County Fairgrounds, all or in part; grounds, facilities, any building(s), etc., must submit a written request for use at least 60 days in advance of the date(s) of the event. A refundable security deposit is required at time of request (see Rental Fee schedule for amount due). Reservations will be made on a first-come, first-serve basis. We are unable to hold dates. All requests are presented to the Baraga County Fair Board for approval.
2. Groups and individuals using the fairgrounds must have an approved rental agreement on file with the Baraga County Fair Board.
3. Other events or uses not listed on the Rental Agreement will not be permitted.
4. Lessor must provide, at own expense, proof of liability insurance through the date(s) of the rental period with a liability limit of at least \$1,000,000.00 per occurrence for all events and must designate Baraga County Fair, 15243 Pelkie Rd. Pelkie, MI 49958 as an additional insured.
5. If food is sold at any activity or event, Lessor must obtain necessary food license, at own expense. Lessor must provide proof of product liability insurance of at least \$1,000,000.00 per occurrence through the date(s) of the rental period and designate Baraga County Fair, 15243 Pelkie Rd. Pelkie, MI 49958 as an additional insured. Contact Western Upper Peninsula Health Department to obtain a food license applicable to your specific event.
6. Lessor, or Lessor's designee, is required to be available to Baraga County Fair personnel during the entire course of the rental period. Lessor 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 within respect to the rental.
7. **At least 45 days before event or first date of use is scheduled to occur, deposit and rental payments are to be paid with proof of liability insurance and a copy of all Rental Forms provided to the Fair Board.**
8. No pets, except animals entered as an exhibit or service animals are allowed on the Fairgrounds.

9. Bathrooms/Porta-potties: Lessor is responsible for furnishing all bathroom supplies needed for all rental dates requested.

10. Clean-up: At the end of rental agreement date(s), or other timeframe Baraga County Fair specifies, Lessor is responsible for returning grounds, facilities, any buildings, etc. used to the same condition as when Lessor obtained access. Use of kitchen will require garbage and food removed, dishes washed and put away, sinks and counters clean and orderly, tables clean and in original places, floors swept and mopped, thermostat set to 55°, and all windows and doors closed and locked. * If additional cleaning is deemed necessary, it will be deducted from Lessor's Deposit Fee at a rate of \$25.00 per hour with a one-hour minimum fee, and Lessor's future fairground rental privileges may be revoked. *

11. Use of the pits for demolition-type events shall require vehicles to remove glass before entering the fairgrounds.

12. Smoking is not permitted in any buildings. Lessors wishing to permit smoking during their event must designate a smoking section on the grounds within reasonable distance of buildings.

13. Any damage(s) to the property will be charged fully to the Lessor, **either** at replacement cost or repair cost, and may be deducted from the deposit fee.

14. Alcoholic beverages being served need to have correct and current permits with the Township of Baraga and MLCC. Lessor is responsible for enforcement of all applicable laws, rules and regulations including underage drinking. Violations of this provision may result in revocation of fairground rental privileges.

15. Keys may be obtained from the Property Management Director of the Baraga County Fairgrounds. *** No keys will be issued until total rental fees, hardcopy proof of liability insurance and Rental and Vendor Forms are received by the Baraga County Fair Board. ***

16. A surcharge fee of \$25 per day will be charged to Lessor for day use of grounds, facilities, building(s), etc. that occurs before and/or after the event date(s) requested (i.e. for event set up or tear down) and must be approved by the Board. Include this information in your original request to ensure dates are available.

17. Payments will only be accepted via check, money order, or cashier's check. A fee of no less than \$25.00 will be imposed for any check(s) returned for insufficient funds, and all future payments will only be accepted by cashier's check or money order.

In addition to the requirements listed above, special requests or requirements are only negotiated by the Baraga County Fair Board.

All income from Baraga County Fairground rentals will go towards improvement of the grounds.

Additional Vendors

Lessor is responsible for obtaining a completed Baraga County Fair Vendor Form for each vendor used, as well as any necessary certificates and licenses. Lessor must submit all paperwork to the Baraga County Fair no later than 14 (fourteen) days before the event. *Include a separate page if space is needed.

Vendor Name	Contact Person	Address; City, State, Zip Code	Phone	Vendor Form Included

On behalf of the Lessor:

Date(s) of Event: _____ Date(s) for Setup: _____

Date(s) for Tear Down: _____

Key Pick Up Date: _____ Key Return Date: _____

****Keys can only be obtained after Deposit Fee, Total of Rental Fees, hardcopy proof of liability insurance and Rental Forms are received by the Baraga County Fair Board. ****

Name: _____ Phone Number: _____

Address: _____

Designee Name: _____ Phone Number: _____

Please check one: Private Use or Event Public Use or Event

Serving Alcoholic Beverages: Yes / No

Signature: _____ Date: _____

On behalf of the Lessee:

Signature: _____ Date: _____

Printed Name: _____ Title: Baraga County Fair Board Officer

Rental and Security Deposit Fees

A Security Deposit of \$50.00, flat fee, is required for the use of the Fairgrounds, all or part of the grounds, facilities, building(s), etc. Deposit is due at the time of board approval to hold dates. Deposit refund is based on verification ALL charges/fees have been satisfied, and rental responsibilities have been met.

Tables and chairs are included in the Rental Fee of Main Hall/Kitchen. Any Location requiring use of tables and/or chairs will be charged a Relocation Fee.

Rental Fee Schedule

⊗	Location	Fee/Day**	Dates Available	Keys Needed	Total:
	Main Hall/Kitchen	\$75*	March-December	Yes	
	Exhibit Building	\$150*	June-August	Yes	
	Main Arena/Stables	\$100*	April-November	No	
	Entertainment Build.	\$100*	June-August	Yes	
	Livestock Building	\$100*	June-August	Yes	
	The Pits	\$75*	April-November	No	
	Sound/PA System	\$50*	N/A	N/A	
	Relocation Fee	\$50*	N/A	N/A	
				Total:	

**Rental fees will be waived for non-profit, community and educational events. Subject to Board discretion and approval.

Due at Time of Submission of Rental Agreement:

\$_____ (Rental Fees) + _____ (Day Use) = \$_____

All Fees satisfied on ___/___/_____ Initials _____

*I agree that additional fees may be billed to the Lessor for use of grounds before or after event, and/or for clean-up.

Signature: _____ Date: _____
(Lessor Signature)

Completed forms can be submitted via email to baragacountyfair@up.net, by mail, or in person at a Baraga County Fair Board Meeting.

Payments can be delivered in person at Baraga County Fair Board Meetings, or via mail to Baraga County Fair P.O. Box 73 Pelkie, MI 49958.

Make checks payable to: Baraga County Fair