

**INTER-MOUNTAIN FAIR and EVENT CENTER RENTAL AGREEMENT**

This Rental Agreement is between the Inter-Mountain Fair Heritage Foundation dba the Inter-Mountain Fair and Event Center, including its board of directors, officers, employees, agents, and volunteers (hereinafter, Foundation) and \_\_\_\_\_ (hereinafter, "Renter"). Foundation hereby rents the below selected facilities to Renter for the purpose of \_\_\_\_\_.

1. **TERM AND TERMINATION:** The premises are rented for the following period:

Event Setup: \_\_\_\_\_ Event Date: \_\_\_\_\_ Event Teardown: \_\_\_\_\_

The Fairgrounds is an Emergency Response Facility. The Foundation may terminate this agreement at any time should an Emergency require the occupancy of any Inter-Mountain Fair & Event Center facilities.

2. **RENT:** The Renter agrees to pay the below total event rental fee on or before date of event.

Facilities		Daily Fee	
	Ingram Hall	\$375	Includes 39 8 ft. banquet tables, 264 chairs, projector screen, projector, microphone + sound system, stage
	Kitchen	\$55	
	Heritage Room	\$60	Includes 10 6 ft. tables and 60 chairs
	4-H Building (summer only)	\$100	
	Flower Building	\$125	Includes 5 8 ft. banquet tables and 40 chairs
	Skuce Pavilion	\$425	
	Art Building (summer only)	\$100	
	Commercial Building	\$200	
	Garden Area	\$50	Includes 8 picnic tables OR benches
	Gazebo Lawn	\$100	Includes 10 picnic tables OR benches
	BBQ Area/Covered Patio	\$75	Includes 10 picnic tables OR benches
	Vestal Arena	\$200	
	Thompson Arena	\$300	
	Thompson Arena (w/ arena light use)	\$400	
	Livestock Barn	\$100	
	Horse Stall	\$15	
	Livestock Pen	\$15	
<b>Set Up</b>			
	Set Up – ½ Day Before Event (2pm)	\$50	
	Set Up – Full Day Before Event (8am)	\$100	
	Fair Staff Set Up	TBD	
<b>Trash</b>			
	Trash Fee 1-100 People	\$25	
	Trash Fee 101-300 People	\$50	
	Trash Fee 301-500 People	TBD	
	Renter will remove all trash associated w/ their event and their event attendees.		
<b>Insurance (If marked, please sign insurance form on last page)</b>			
	Special Event Insurance 1-100 people	\$70	
	Special Event Insurance 101-500 people	\$115	
	Special Event Liquor Liability Insurance	TBD	
	Renter will provide proof of insurance (that meets requirements listed in section 6 of contract) with IMF listed as certificate holder.		
<b>Other Rentals</b>			
	Banquet Table	\$5/ea.	
	Picnic Table	\$5/ea.	
	Outdoor Benches	\$5/ea.	
	Rack of Chairs	\$25	1 rack = 84 chairs
	Other:	TBD	
<b>Deposit</b>			
	Security Deposit	_____	Amount TBD by fair staff. Deposit to be mailed to mailing address provided below, following evaluation of premises post event.
<b>Total Event Fee:</b>		<b>\$ _____</b>	
	Deposit to reserve date	\$50	If event is not paid in full at time of agreement, a \$50 deposit to reserve the date is required. This deposit will be applied to total event fee.
<b>Estimated attendance:</b> _____			
<b>Will you sell alcohol at your event?</b> Y / N If Yes, see section 3 for additional requirements.			
<b>Will you have vendors at your event?</b> Y / N If Yes, what kind of vendors? _____			

If Special Event Liability Insurance is not paid for through rental agreement, a Certificate of Insurance as outlined below, in item 7, must be submitted to fair office one week prior to event date.

Any holding over shall be at the rate of \$100.00 per day.

**3. OBLIGATIONS OF RENTER:**

In addition to the rent, Renter shall pay Foundation for repair of any damage to any Fairgrounds property (real property, fixtures, or personal property) within ten (10) days of notification of the amount due.

Renter shall remove all of Renter's possessions from and vacate the rented premises at the conclusion of event teardown.

Renter agrees to meet all applicable health and safety requirements.

Renter shall get approval by the Fair Manager for all decorations or other modifications to the premises.

Renter shall return all keys belonging to the Foundation. A \$25 fee will apply for each key not returned. Renter shall not make duplicates on any Foundation key.

**If alcohol is available for purchase, Renter shall provide to Foundation a Temporary Liquor Permit (from Alcohol Beverage & Control) for all Liquor Sales on the premises. Alcohol sales must first be approved by Fair Manager (via permission to pour letter) and additional liquor liability insurance must be obtained. 15% of gross proceeds on all alcohol sales will be owed to Inter-Mountain Fair following event.**

Renter shall only serve alcoholic beverages in non-breakable containers. No glass shall be permitted.

**FOUNDATION'S RIGHTS AND OBLIGATIONS:**

Foundation shall maintain any existing electrical and water service to the premises.

Foundation shall have the right to audit and monitor any and all sales.

Foundation shall have access to the premises at all times.

**4. INDEMNITY:**

To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, Foundation and the County of Shasta (owner of the premises), including its elected officials, officers, employees, agents, and volunteers, (hereinafter, County) from any and all claims, demands, causes of action, and liabilities of every kind and nature whatsoever (including those for injury, death, or damage to any person or property) arising out of or in connection with Renter's activities conducted under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in full force and effect. The indemnity shall apply regardless of any active and/or passive negligent act or omission of the State of California, Foundation or County, but Renter shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of the State of California, Foundation or County. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement. The indemnity provided by Renter to the State of California, Foundation and County shall include all costs, attorney's fees, expert or consultant fees, expenses, or other costs and liabilities actually incurred in the defense of any claim, action or proceeding brought against the State of California, Foundation or County and arising from Renter's activities relating to use of the premises as described herein.

**5. INSURANCE:**

A. Renter shall carry and provide proof of the following insurance at its own expense and for the term of its use.

(1) Renter shall obtain from an insurance carrier authorized to transact business in the State of California and maintain continuously during the term of this Rental Agreement Commercial (or Comprehensive) General Liability Insurance (broad form endorsement) including public liability, products liability, premises operation, contractual liability, liquor legal liability or host liquor liability, and fire legal liability, with a minimum of one million dollars (\$1,000,000.00) per occurrence, combined single limit;

(2) Commercial (or Comprehensive) Auto Liability for all owned, non-owned and hired vehicles covering all bodily injury and property damage incurred during the performance of its use of the Premises with the minimum coverage of one million dollars (\$1,000,000.00) per accident, combined single limit.

(3) Workers' Compensation Insurance as required by law, covering all sub-lessees, Renters, contractors, employees, and volunteers.

(4) The above insurance shall be underwritten by insurance companies authorized to do business in the State of California. Alternatively, Renter may obtain General Liability Coverage through the Special Events Program of the California Fair Services Authority (CFSA) or any other insurance agency licensed by the State of California.

**B. If Renter will be providing alcoholic beverages to the public for sale, Renter shall obtain and maintain Liquor Liability Coverage (which may be obtained through the California Fair Services Authority) with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence.**

C. All insurance (excepting Workers Compensation Insurance) shall include an endorsement or an amendment to the policy of insurance that names the State of California, Foundation and Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds, and provides that coverage shall not be reduced or cancelled without thirty (30) days prior written

notice certain to Foundation. The additional insurance coverage shall be equal to Insurance Service Office endorsement CG 20 10 for ongoing operations and CG 20 37 for completed operations.

D. Renter shall provide Foundation with an endorsement or amendment to the Renter's policy of insurance evidencing the commencement of insurance protection effective at or before the date of the term of this Agreement, which insurance protection shall remain in effect at all times during the term of this Agreement. Proof of such insurance shall be provided by Renter to Foundation on or before the effective date of this Agreement.

E. All insurance procured by Renter as required herein shall constitute primary insurance as to the Foundation and County, its elected officials, officers, employees, agents, and volunteers so that any other policies held by Foundation or County shall not contribute to any loss under said insurance policies until the exhaustion of all coverage limits of such primary insurance.

F. In the event that Renter fails to keep in effect at all times insurance coverage as herein provided, Foundation may, in addition to any other remedies it may have, (a) obtain, at Renter's expense, such insurance; and/or (b) terminate this Agreement immediately.

**8. NOTICES:**

All notices required by law or by this rental agreement to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below. If notice is mailed, notice shall be deemed to have been given three (3) days after mailing.

If to Foundation: General Manager If to Renter: Renter  
P.O. Box 10 Address provided below  
McArthur, CA 96056

**9. ENTIRE AGREEMENT:**

This instrument, along with any exhibits or attachments hereto, constitutes the entire lease between the Foundation and Renter. The lease may not be amended except by an instrument, in writing, signed by both Renter and the Fair Manager.

**10. SUBORDINATION.**

This Agreement shall be subject and subordinate to that certain Lease and Personal Services Agreement between County and Foundation, and the rights of the County under that Agreement.

**11. NEUTRAL CONSTRUCTION.**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the parties

**12. SURRENDER OF PREMISES**

Not later than 5:00 p.m. of the last day of the term of this Agreement, Renter shall, at Renter's expense, remove all of Renter's personal property, repair all damages resulting from use of the premises, and surrender the premises as in good order, condition or repair as they were at the beginning of the term, except for reasonable use and wear thereof. Renter shall pay any and all damages resulting from Renter's use of the premises, reasonable use and wear accepted.

**13. ATTORNEY'S FEES.**

In the event that any party to this Agreement commences any type of litigation based upon performance, non-performance or breach of the terms or conditions of this Agreement, including any civil action, arbitration or other formal or informal complaint process, the prevailing party shall be entitled to recover all costs and expenses associated with the proceeding(s), including attorney's fees, or consultant/expert fees from the non-prevailing party or parties in said proceeding(s).

**IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and year set forth below.**

\_\_\_\_\_  
Renter Signature Date Signed

\_\_\_\_\_  
Renter Contact Name Telephone Number Email Address

\_\_\_\_\_  
Mailing Address, City, State, Zip (deposit will be mailed following review of rented premises/items post event)

\_\_\_\_\_  
Inter-Mountain Fair General Manager Signature Date Signed  
**Contract is not valid without both renter and IMF manager signature.**

Payment History	Amount	Form of payment	Date

# CFSA EVIDENCE OF COVERAGE AND ACKNOWLEDGEMENT FORM

**COVERED SPECIAL  
EVENT OPERATOR:**

As specified on the  
*Special Events Coverage Receipt*

**ISSUED BY:**

California Fair Services Authority  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

**DESCRIPTION OF OPERATIONS: SPECIAL EVENTS COVERAGE; LESSEES, CONCESSIONAIRES,  
EXHIBITORS AND OTHER SPECIAL EVENT OPERATORS.**

Coverages: The California Fair Services Authority pooled Special Events liability program will provide general liability coverages for special event users of facilities at designated fairgrounds. Coverage will be provided pursuant to Section 6516.5 of the California Government Code and applicable Special Events Program Memorandum of Coverage\*. See Special Conditions/Restrictions below for explanation of coverage provided. **THIS COVERAGE IS SECONDARY TO ANY OTHER TYPE OF INSURANCE THE COVERED SPECIAL EVENT OPERATOR MAY HAVE ACCESS TO INCLUDING HOMEOWNERS AND/OR BUSINESS INSURANCE.**

**GENERAL LIABILITY**

- Commercial General Liability
- Occurrence Form
- Special Conditions as Noted Below

**Automobile risk is not covered hereunder.**  
**Damage to or loss of fair property is not covered hereunder.**

- Limits are \$1,000,000 Per Occurrence, inclusive of defense costs.
- Protection for liability from bodily injury, property damage, personal and advertising injury and products provided under the Memorandum\* Stating the Terms and Conditions of the Special Events Program Administered by CFSA.

**COVERED SPECIAL EVENT OPERATORS - LESSEES, CONCESSIONAIRES, EXHIBITORS, OR OTHER  
SPECIAL EVENT OPERATORS, AS SPECIFIED ON THE SPECIAL EVENTS COVERAGE FORM  
ATTACHED.**

Additional Covered Entities and Individuals - The State of California, California Fair Services Authority, District Agricultural Associations, County Fair, County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition & State Fair, or Entities (public or non-profit) operating California Designated agricultural fairs, their respective directors, officers, agents, servants and employees; but only as respects the negligence and resulting liability emanating from operations performed at the facilities rented or leased to Covered Special Event Operator, as specified on the Special Events Coverage Receipt form attached.

**SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES:**

- The CFSA Special Events Program is a pooled liability program, operated pursuant to Government Code Section 6516.5 and applicable Memorandum of Coverage\*. Section 6516.5 provides that the aggregate payments made under the Program cannot exceed the amount available in the pool. Therefore, the \$1,000,000 per occurrence limit provided under the Program is the most that could be paid on a particular claim. Payments for liability losses for all program participants may not exceed the amount available in the pool. Thus, when the pool covers a participant's loss, the pool's available monies shrink by that amount. It is possible, therefore, that available funds at any given time might be less than the amount of a valid claim or claims.
- Coverage applies hereunder for only the specific dates and operations as indicated on the Special Events Coverage Receipt form.
- **As to lessees, concessionaires, exhibitors or other special event operators only, coverage is excess over any other valid and collectible coverage.**
- Products coverage is limited solely to food and beverage concessionaires.
- All matters regarding accidents or claims should be reported to the fair manager and California Fair Services Authority, Attention Claims Department, 1776 Tribute Road, Suite 100, Sacramento, California 95815, (916) 263-6171.

\*A copy of the applicable Special Events Program Memorandum of Coverage is available from the Fair or by contacting California Fair Services Authority, (916)-263-6145.

I, \_\_\_\_\_ (Special Event Operator), have read and understand the above Evidence of Coverage.

\_\_\_\_\_  
Special Event Operator Signature

\_\_\_\_\_  
Date