

HERNANDO COUNTY FAIR ASSOCIATION
Event License Agreement
P. O. Box 10456 Brooksville, FL 34603
Phone: (352) 796-4552 Fax: (352) 799-2842

License Date: _____ License # _____ Event Date: _____
 Licensee: _____ Contact Name: _____
 Phone: _____ Cell: _____ E-Mail: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Event: _____ Set-Up: _____ Vacate: _____

<u>FACILITY</u>	<u>COST PER DAY</u>	<u># DAYS</u>	<u>CHARGE</u>	<u>SECURITY DEPOSIT</u>
Inside Auditorium & Kitchen	\$600.00	_____	_____	\$500.00
Auditorium & adjacent grounds	_____	_____	_____	_____
Meeting Room	\$75.00	_____	_____	\$100.00
Cattleman's Meeting Room	\$175.00	_____	_____	\$225.00
_____	_____	_____	_____	_____
Grounds (area required)	_____	_____	_____	_____
Additional Utilities	_____	_____	_____	included
Arena	\$500.00	_____	_____	\$550.00
Arena Bldg	\$100.00	_____	_____	\$150.00
Stalls (no Shavings)	\$50.00	_____	_____	included
Concession (hookup)-(no hookups)	_____	_____	_____	included
Livestock Show Barn	\$250.00	_____	_____	\$300.00
RV Hook Ups / water & electric	\$20.00	_____	_____	included
Other Designated Areas / Buildings	_____	_____	_____	_____
Professional fee (per event)	\$50.00	_____	_____	N/A
TOTALS	_____	_____	_____	_____
OPTIONAL FEES (Per Event)				refundable security deposit
HCFA Set-up Fee		\$150.00	_____	
HCFA Tear-down Fee		\$150.00	_____	
Licensee extra day set-up		\$125.00	_____	
Licensee extra day Tear-down Fee		\$125.00	_____	
		GRAND TOTAL	_____	

Licensee Initials _____

deposit refunded Amount: \$ _____ Check# _____ Date Refunded _____

LICENSE AGREEMENT/TERMS AND CONDITIONS

This agreement, made and entered into this ____ day of _____, 2009 between the Hernando County Fair Association, Inc., herein after referred to as HCFA, and _____, herein after referred to as Licensee. The HCFA agrees to rent the facilities described on page one of this contract for the sole purpose of _____. Licensee agrees to furnish and pay necessary expenses incurred in the production of same, except those agreed to be furnished by HCFA, and further agrees to pay HCFA \$_____ TOTAL for (time period) _____ for dates herein listed.

Licensee hereby waives any and all claims and compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of electrical, computer systems, plumbing and air conditioning installations or any part thereof furnished on the Fairgrounds; or by any reason of loss or impairment of lighting, electrical current or water which may occur from any cause; or for any loss or damage sustained resulting from fire, black out, brown out, water, wind, civil commotion, riot, labor strikes, or act of God. The Licensee, his agent, officers and other authorized representatives hereby waive all rights and claims, actions and causes of action and damages arising from any of the aforesaid or in any manner whatsoever.

Licensee fully understands that any misrepresentations on their part could hereby terminate in its entirety the Agreement. Licensee or Licensee's representatives who execute this contract acknowledge that the entire agreement is in writing and no verbal agreements or conditions exist.

In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to attorney's fees and costs arising there of.

The License Agreement is made and entered into upon the following express covenants and conditions that the Licensee agrees to hereby keep and the HCFA agrees to hereby perform:

PROFESSIONAL FEE

This fee for reimbursement of HCFA administrative costs incurred when fairgrounds phone number is listed as the information number on any print or media promotional materials.

SECURITY DEPOSIT & RENTAL

1. All deposits must be paid in full at the time this agreement is signed and facilities and/or premises are reserved.
2. The rental amount for the facility must be paid **in full** at least 2 weeks prior to the event. The HCFA office must be notified of cancellation **in writing no less than (30) days prior to the event** in order to receive refund deposit. Licensee will not receive keys to the facility until all rental fees and security deposit paid in full.
3. If payment in full has not been made at least **(14) business days** prior to the event, **only cash payment will be accepted** and, if not paid five (5) business days prior to the event, **this event will be canceled and deposit will not be returned**.

DEPOSIT REFUNDS

4. Licensee understands that the security deposit amount will be refunded within fourteen (14) days after the event, provided all air/heat, lights and/or equipment, etc., has been turned off after the event; all garbage has been removed (placed in dumpster); building and premises are cleaned of trash; and there is no loss or damage to equipment, buildings, and/or premises. All or part of the security deposit could be retained if any of the above-mentioned items occur. Licensee will be billed for any amount exceeding the security deposit.

TIME FRAME

5. Rental rates are for a twelve (12) hour period, including set-up. Air Conditioning provided for rental event time period only. Set-up and tear down days, additional \$75.00 fee is paid in advance. During evening events, all buildings must be vacated by 11:00 p.m. unless prior approval is granted.

Licensee Initials _____

UTILITIES

- 6. A normal amount of electricity is included in most outside concession space. If extra electricity is required, an additional charge will be levied. Electrical breaker boxes are locked, so do not overload electrical system. Twenty (20) amps of service provided.
- 7. Extra utilities charge of \$75.00 up depending on water and/or electricity usage required.

SMOKING

- 8. **NO SMOKING PERMITTED INSIDE BUILDINGS AT ANYTIME!**
A FINE OF TWO HUNDRED (\$200.00) WILL BE LEVIED FOR NON-COMPLIANCE!

DAMAGE, DECORATION AND CLEAN-UP

- 9. Licensee shall not cause or permit anyone to cause damage to any building, premises, and/or equipment, etc., and will not drive or permit to be driven, staples, nails, hooks, tacks, or screws, etc., into any part of said buildings, premises and/or equipment, etc., and will not make or permit to be made any alterations of any kind therein.
- 10. Licensee shall be liable for all damages to buildings and/or premises, including but not limited to fixtures, equipment, chairs and tables located therein during the period of this License Agreement. Licensee agrees to pay HCFA promptly the amount of such damage upon written request, specified in detail. The use of dance wax, meal, duck tape or any other substance on any floor is subject to approval of facility manager. **All tape, decorations, garbage etc., must be removed from buildings and/or premises (buildings, grounds and parking lot, etc.) and discarded in the dumpster.** Tables and chairs must be returned in an orderly fashion to storage areas.

POLICE AND FIRE REGULATIONS

- 11. Licensee shall comply with all police and fire regulations and shall pay any expense involved in compliance with said regulations. It is the responsibility of the licensee to contact the proper authorities regarding these regulations, depending on the scheduled event. The licensee agrees and understands that the Fire Marshall has designated a maximum number of people in the auditorium as six hundred (600), the Cattlemen’s Meeting Room at one forty-five (145), and the Meeting Room at forty (40).
- 12. Potted plants, standard signs, and exhibits, etc., may be used, but are not to obstruct aisles or exit doors. All exit doors must be kept clear of any and all obstructions. **Only UL approved extension cords, of proper amperage, in good condition may be used.**

LIABILITY

- 13. Licensee agrees to indemnify and assume all risks in the exercise of its rights herein and shall be solely responsible and answerable for all accidents and/or injuries to persons, damage to property or damages arising from any contracts Licensee hold with other parties. Licensee hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless the HCFA, its Board of Trustees, Directors, Officers and all management, staff, agents, and employees, each severally and separately, from any and all claims, suits, losses, fines, penalties, injury to persons, damage to property or contract damages of any nature, whether direct or indirect, arising out of the licensee’s use of the Fairgrounds buildings and/or premises, including, without limitations, its use by Licensee’s agent, sub-licensees, vendors, or concessionaires; exercise of any rights under the operation of Licensee on the Fairgrounds; or the carelessness, negligence or improper conduct of the general public; and shall reimburse the HCFA for any and all expenses, cost of judgments, including the payment of attorney’s fees and costs arising there from. Licensee hereby expressly assumes all such liability. This provision shall expressly survive termination of this contract. Licensee agrees to obtain insurance with HCFA named as an additional insured against any such damages, claims, actions and injuries. **Licensee shall furnish to HCFA, prior to commencement of this event, a certificate of insurance issued by an insurance company authorized to do business in the State of Florida certifying that the Licensee has obtained the insurance required by this contract in the amount of at least one million (\$1,000,000.00) dollars, naming the Hernando County Fair Association, Inc.. HCFA will not be responsible for any loss of articles and/or possessions left after any event.**

Licensee Initials _____

LEASE TERMS

- 14. HCFA may cancel this agreement whenever, in its opinion, an exhibition of any kind or nature will be unsanitary or dangerous for the public health and welfare or endangers the buildings and/or premises from fire or any other causes.
- 15. If any building and/or part of said premises, should become damaged or destroyed by fire or any other cause, or if any casualty of unforeseen occurrence shall render the fulfillment of this agreement, the Licensee shall pay rental for said premises only up to the time of such termination at the rate herein specified.
- 16. **In no case shall this agreement be assigned for sublet by the Licensee without the written consent of HCFA.**

ALCOHOLIC BEVERAGES AND DRUGS

- 17. **Alcoholic Beverages:** anyone selling or giving away, charges admission into a function providing to another individual, assumes all liability for that person in case of death, accident, or injuries. Licensee must furnish an Alcoholic Beverage License/Permit from the State of Florida and the herein Insurance Policy before Licensee is allowed to use this facility and serve alcoholic beverages.
- 18. **DRUG USE PROHIBITED.**
A FINE OF TWO HUNDRED (\$200.00) DOLLARS WILL BE LEVIED FOR NONCOMPLIANCE.

PARKING/GROUNDS/CAMPING AND/OR VENDOR

- 19. **No outside concession** booths shall be set up for the sale or display of any items unless rental fee is paid under this event license agreement. Concession hook up charge determined depending on unit requirements.
- 20. **No parking** permitted in areas on the front or sides, or back of the auditorium or other buildings without previous arrangements made with the HCFA Manager.
- 21. **Areas on the sides** of the Auditorium may be used for **load/unloading only**. Absolutely no parking is permitted in these areas during functions. **Parking is restricted to parking lots only.**
- 22. Overnight parking (camping) is permitted only after the required camping fees are paid. HCFA desires to have exhibitor’s park on site and/or hook up to electric and/or water, but the business office needs to know the number of campers expected and receive the appropriate fee. The Licensee is responsible for collecting and paying all fees. **If any unpaid camping on premises, litter or damages to the property is found, the additional fees will be deducted from the security deposit.**
- 23. **No domestic animals** will be permitted on Fairgrounds by Licensee or staff; whether on a leash or otherwise. The only exception will be Police Dogs on duty, service animals or animals in scheduled acts or shows. All pets in RV sites must be tied up or contained in the Licensee’s RV site at all times. **Pet waste must be removed immediately and disposed of properly.**

Our Staff may check several times each 24-hour period for hookups. If we do not see the paid decal, designating paid days, we will disconnect the unit and deduct the fee from Licensee’s deposit.

There are no exceptions to the regulations listed herein.

Hernando County Fair Association, Inc., and/or its representatives, reserves the right to stop any activity being held on the fairgrounds premises if the activity is, in their opinion unsafe, immoral, illegal, or offensive in any form or manner. Should H.C.F.A. invoke this right, no rental money will be refunded to the Licensee, other than the original deposit. (Deposit refunded only after a determination of cleanliness of buildings and/or premises, no damage occurrence, keys returned and all other rental fees, etc., paid in full.)

The decisions of the Hernando County Fair Association, Inc., Executive Board are final in all matters.

THERE ARE NO EXCEPTIONS:

Licensee Initials _____

SIGNATURE, ACCEPTANCE and COMMENTS PAGE

As Licensee or Licensee Representative, I have read the entire contract and agree to the same in its entirety.

LICENSEE SIGNATURE: _____ DATE: _____

CONTACT NAME: _____

CONTACT TITLE: _____

HCFA OFFICIAL: _____ DATE: _____

Deposit refunded Amount:	\$	Check#	Date Refunded

Reason for withheld deposits:

ADDITIONAL REQUESTS:

INSURANCE - CERTIFICATE OF LIABILITY POLICY RECEIVED _____

MARQUEE:

USE OF OUR WEB SITE: (YES/NO)

COMMENTS:

10/2009