

The Windham County Agricultural Society, Inc.

Fairgrounds Lease Agreement

This Lease Agreement is made by and between the Windham County Agricultural Society, Inc. (hereinafter WCAS, Inc.) and:

Name: _____ (hereinafter "Lessee") It's Agent: _____

Mailing Address: _____ Phone: _____

Dates of this Lease:

This lease encompasses the following dates: _____

Use of the property (including access for setup and cleanup) is limited to the dates specified above unless prior written approval was granted by the WCAS, Inc,. Entry is allowed for setup by noon on the day prior to your rental. Cleanup must be completed by noon the day after your rental. Early or late entry of equipment or units will be subject to an additional fee of \$100 per day. If needed please provide dates below.

Date needed for setup: _____

Date needed for cleanup: _____

The WCAS may, at it's discretion, post a schedule of activities that are held at the fairgrounds on it's website www.brooklynfair.org. This listing will include the date(s) of the event, contact information for the sponsor of the event, and a link to the sponsor's website. This may serve as added publicity for your event. If you do not approve of having your event listed on the website, please indicate so in writing below.

Private Event

Public Event

I(we) authorize the listing of our event on the WCAS website. Please indicate permission by providing public contact number and/or website for display on our website:

Number to be posted to the public: _____

Email address to be posted: _____

Website: _____

Lessee's Business Purpose:

The Lessee is leasing the fairgrounds on the dates specified above for the sole purpose of:

Initials: _____
Lessee _____ WCAS _____

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Area of Fairgrounds Included in this Lease:

Land: This lease covers use of the following portions of land owned by the Windham County Agricultural Society. No additional land may be used without prior written approval of the WCAS, Inc. and may result in an additional fee. Complete Attachment A below.

Buildings/Facilities: The following buildings/facilities are included in the lease agreement. No additional buildings/facilities may be used without the prior written approval of the WCAS, Inc. and may result in an additional fee. Complete Attachment A below.

Rental Fees:

The rental fees are to be quoted on an individual basis depending on the nature and extent of the use of various portions of the fairgrounds land, buildings and other facilities.

With the signing of this contract a minimum non-refundable deposit of 10% or \$100.00, whichever is greater, is to be paid which will be credited against the amount due for the subsequent rental. This deposit is non-refundable unless the lessee provides notification to the Rental Manager. The Rental Manager will submit this notification for review to the WCAS officers.

The remaining rental amount is due and payable in full on or before the last day of the event. Based on the areas and facilities included in this lease agreement, the resulting rental amount is as follows:

Amenities	Standard Price per Day	Number of Days	
		Event Price per Day	Event Total
Base Rental Rate includes*:			
Main Fairgrounds (Land Area)	\$750.00		
Bathrooms			
Custodial Fee			
Additional Rental Items:			
Back Lot (Land and Rings) each	\$600.00		
Horse Show Ring			
Mechanical Pull Ring			
Better Living Building	\$1,000.00		
Sheep/Ox Barn**	\$250.00		
Stage	0.00		
Grandstand	\$600.00		
Night Lighting	\$200.00		
Dumpster Service	Per Event		
Camper Fees	Per Camper/ Per Night		
Discount (Non-Profit or Other)			
Total Cost of Grounds and All Facilities Rental	\$3,400.00		
Amount of Deposit Paid:			
Total Amount DUE at time of Rental:			

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Rules and Regulations for Use of Brooklyn Fairgrounds:

The lessee has read these rules and regulations and by signing this agreement indicates you understand them and agree to adhere to them:

1. Electrical breakers tripped due to overload will only be reset once during the event.
2. The lessee is responsible for all clean-up of the buildings, grounds, and parking area. This cleanup requires lessee to remove all trash from the property at their expense. The lessee is responsible for all local and state regulations regarding refuse removal.
3. If any food vendors, food preparation, or other activities that require health department approvals are included during the event it is the responsibility of the lessee to obtain all necessary licenses and/or approvals from the Northeast District Department of Health or appropriate agency. The WCAS, Inc. is not responsible for any local, state, or health permits that may be required for the event.
4. The lessee must provide a certificate of liability insurance (including product liability) naming the Windham County Agricultural Society, Inc (WCAS) as an additional insured. The minimum insurance required is \$1,000,000 (one million dollars). Insurance certificate must be received by the Rental Manager 30 days prior to the date of the event stated on this lease.
5. The sale or consumption of alcoholic beverages is prohibited.
6. The rental agreement entitles the lessee to use the property located at the corner of Route 169 and Fairgrounds Road only. This is the fenced area known as the fairgrounds. The use of any other property would require special arrangements. The contract is only for the use of the specific areas which are rented as selected on Attachment A.
7. The WCAS, Inc. may require that security or medical teams are located on the grounds dependent upon the event. The cost for any of these requirements is the responsibility of the lessee and the subcontractors must be approved by the WCAS, Inc.
8. All entertainment hired to perform or engaged for use on the fairgrounds must be cleared through the WCAS, Inc. No excessively loud bands are allowed on the grounds. Quiet time must be respected between 11:00 pm and 8:00 am.
9. The lessee is responsible for any damages that occur during the rental and clean up and assumes the costs of repairing such damages. Any vandalism or altering of the property in any way will result in a minimum fine of \$500.00 depending upon the incident.
10. The lessee will allow officials of the WCAS, Inc. access to the grounds and all buildings at any time.
11. All functions must cease by 8 pm of the last day of the rental period and all people must be off the grounds by that time.
12. The Windham County Agricultural Society, Inc. reserves the right to reject and terminate this contract at any time if the rights and interests of the Society's adjoining land owners would be jeopardized or adversely affected by conduct or action resulting from this lease agreement. This lease agreement does not entitle the Lessee herein to the use of any other property of WCAS, Inc., including but not limited to public address system, offices, or other facilities without express prior approval of WCAS, Inc.
13. **NO OPEN FIRES – NO DIGGING – NO SETUP OF CORRALS**, without prior approval of WCAS, Inc.

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The Lessee agrees that this agreement is a commercial transaction and this lease is accepted upon the condition that the business of the lessee will be conducted in accordance with the rules and regulations of the WCAS, Inc. The lessee's term herein may be terminated and all payments forfeited at any time for breach of same at the sole and absolute discretion of the WCAS, Inc., and in no event or for any cause will the WCAS, Inc. be liable for any loss or damage to the business or property of the lessee under the terms and conditions of this lease. In the event of a breach of the rules and regulations and termination of this lease, the WCAS, Inc. shall have the right to enter upon the demised space and immediately repossess and re-let same, and the lessee expressly agrees to immediately vacate the leased premises upon such event. Lessee shall be responsible for any costs or casualties, including reasonable attorney's fees, resulting from a breach of the terms and conditions of this agreement.

I have read and agree to the terms of this lease agreement and understand the rules and regulations of the Windham County Agricultural Society, Inc.

Lessee: _____

By: _____

Its: _____

Dated: _____

LEASE AGREEMENT ACCEPTED BY: The Windham County Agricultural Society, Inc.

The Windham County Agricultural Society, Inc.

By: _____

Its: Rental Manager _____

Dated: _____

The Windham County Agricultural Society, Inc.

By: _____

Its: Rental Manager _____

Dated: _____

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ATTACHMENT A

Area of Fairgrounds Requested for this Lease:

<u>Land:</u>	Check if needed:	Days Needed:
Main Fairgrounds (Land Area)*	<input type="checkbox"/>	
Grass Ring	<input type="checkbox"/>	
Back Lot (Land and Rings)	<input type="checkbox"/>	
Horse Show Ring	<input type="checkbox"/>	
Mechanical Pull Ring	<input type="checkbox"/>	
<u>Buildings/Facilities:</u>		
Better Living Building	<input type="checkbox"/>	
Sheep/Ox Barn**	<input type="checkbox"/>	
West/Back Bathrooms	<input type="checkbox"/>	
East/Front Bathrooms	<input type="checkbox"/>	
Showers	<input type="checkbox"/>	
Stage	<input type="checkbox"/>	
Grandstand	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<u>Other Options:</u>		
Dumpster Service	<input type="checkbox"/>	
Night Lighting	<input type="checkbox"/>	
Camper Fees	<input type="checkbox"/>	
Gate Access (Gate 1 or Gate 2)	<input type="checkbox"/>	

Special Requests: _____

*Standard Fairgrounds rental fee included

**Livestock Buildings are subject to availability