

# Lycoming County Fair Association

P.O. Box 116 1 East Park Street  
Hughesville, PA 17737  
(570) 584-2196

## FAIRGROUND FACILITIES RENTAL AGREEMENT

The undersigned Exhibitor/Vendor/Promoter agrees to rent and occupy the fairground facilities described below during the dates or periods stated for the purpose of conducting an event, activity, exhibition, and/or sale of the goods and/or services of the Exhibitor/Vendor/Promoter according to the following terms and any addenda attached hereto:

Buildings/Barns \_\_\_\_\_

Outdoor Facilities/Areas \_\_\_\_\_

Restroom(s) \_\_\_\_\_

Other \_\_\_\_\_

**EXHIBITOR/VENDOR/PROMOTER AND ITS PATRONS AND GUESTS ARE PROHIBITED FROM ENTERING OR USING OTHER FACILITIES/AREAS OF THE FAIRGROUNDS NOT LISTED ABOVE.**

Dates/Periods \_\_\_\_\_

Event Name/Purpose \_\_\_\_\_

Rental Amount \_\_\_\_\_

Due date(s) \_\_\_\_\_

Rents are due in advance (unless otherwise stated above) and are payable to Lycoming County Fair Association. If the facility rental will be for recurring periods (annually, semi-annually, monthly, etc.) rents may be paid separately for each individual rental period, but shall be paid no later than 45 days prior to the beginning date of the Lycoming County Fair for rentals during any part of the fair, and no later than 30 days prior to the beginning of the rental period for any off-season rentals. Failure to pay rental amounts according to this schedule shall terminate this agreement without further notice to the Exhibitor/Vendor/Promoter, and the Lycoming County Fair Association shall thereafter be immediately at liberty to make other arrangements for the rental of any or all of the above facilities during the dates/periods stated.

The Exhibitor/Vendor/Promoter shall in addition to the rental sum be responsible to provide and pay for, or if provided by the Lycoming County Fair Association, to reimburse for the reasonable cost of the following utilities, materials and/or services used before, during or after the event or activity:

\_\_\_\_\_ Electricity

\_\_\_\_\_ Stall clean-up

\_\_\_\_\_ Water

\_\_\_\_\_ Restroom paper products

\_\_\_\_\_ Sewage

\_\_\_\_\_ Bedding/shavings/sawdust

\_\_\_\_\_ Trash removal/disposal

\_\_\_\_\_ Other (describe)

\_\_\_\_\_ Building and grounds clean-up \_\_\_\_\_

The Exhibitor/Vendor/Promoter shall be responsible for all damages and repairs to the buildings, facilities, equipment and grounds caused by the Exhibitor/Vendor/Promoter, its employees, agents, vendors, patrons, guests and participants before, during or after the event or activity. Exhibitor/Vendor/Promoter shall prohibit or restrict the use of unlicensed motorized vehicles, ATVs, golf carts, motorcycles and the like, except as may be necessary to conduct the event or activity anticipated.

The Exhibitor/Vendor/Promoter shall indemnify, defend, and hold the Lycoming County Fair Association harmless from any and all liability arising out of, in connection with, or relating to the Exhibitor/Vendor/Promoter's operations, events, activities and competitions conducted on the property of the Lycoming County Fair Association pursuant to this agreement, including, but not limited to, any environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of law, tort, contract, or strict liability. It is further agreed that Exhibitor/Vendor/Promoter will require and secure appropriate waivers of liability for the benefit of the Lycoming County Fair Association from event or activity participants and/or competitors as may be advisable and prudent under the circumstances considering the nature of the event or activity to be conducted.

The Exhibitor/Vendor/Promoter shall carry Commercial Liability Insurance continuously during all rental periods. Such insurance shall be in an amount of not less than \$1,000,000.00 per occurrence, and the Exhibitor/Vendor/Promoter shall provide the Lycoming County Fair Association with a Certificate of Insurance or a policy endorsement acceptable to the Lycoming County Fair Association prior to the event listing the Lycoming County Fair Association as an additional insured under all such policies of insurance.

Exhibitor/Vendor/Promoter shall comply with all usual concessionaire regulations applicable during fair week periods except as may be varied by this agreement. This agreement shall be binding on the successors and assigns of the parties, but this agreement may not be assigned by the Exhibitor/Vendor/Promoter without the express written consent of the Lycoming County Fair Association.

Exhibitor/Vendor/Promoter Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Date \_\_\_\_\_

Signatures:

Exhibitor/Vendor/Promoter

Lycoming County Fair Association

by \_\_\_\_\_

by \_\_\_\_\_