

LEASE FOR SERVICES BETWEEN MCMINN COUNTY

AND

(Name of Lessee)

(Address of Lessee)

This Lease entered into this _____ day of _____, 20_____
between McMinn County, and _____ hereinafter referred
to as Lessee.

WITNESSETH:

In consideration of the mutual promises contained herein, the parties agree to enter into this Lease, and to be bound by the terms and conditions in accordance with the provisions contained herein.

1. Lessee as promoter, sponsor, or user group agrees to provide the following event during the period and under the terms of this Lease agreement.

A. Event and purpose for which facility is leased: _____

B. Date of Event: _____

C. Approximate start and finish time of event: _____

D. Move in and move out times of event: _____

2. Payment Terms

- A. A deposit of \$ 500.00 (cashiers check or cash) for cleanup is required upon booking an event. If Lessee properly oversees and performs cleanup duties, the deposit will be refunded by McMinn County. If cost of cleanup by McMinn County exceeds \$500.00, Lessee will be billed for the balance due.
- B. **Arena Area:** Lessee agrees to pay \$250 per day for use of the Expo Center Arena Area. Payment is to be made no later than 48 hours prior to the start of the event. Any additional days/times utilized in setting up or taking down of an event wherein the McMinn Expo Center is unavailable for use by any other patron, the lease will be charged the per day rental fee.
- C. **Concessions/Conference Rooms:** Lessee agrees to pay \$50 per day for use of the Expo Center Concessions/Conference Rooms. Payment is to be made no later than 48 hours prior to the start of the event. The following stipulations apply to the sale of concessions and use of concessions/conference room:
1. Concessions may only be sold at the Ag-Expo center from the concessions room. No outside food vending is permitted on the Ag-Expo grounds.
 2. No dairy food products may be sold in the Ag-Expo center unless such products are Mayfield's brand.
 3. Lessee agrees to clean the concessions/conference rooms and restrooms once the scheduled event is completed. Any cleaning necessary found after the event by McMinn County will be billed to the lessee.
- Total rental of both the Ag-Expo Center arena area and concessions/conference room is \$300 per day.**

3. Default

Should the Lessee default in the performance of any of the terms and conditions of this contract, McMinn County, at its option, may terminate the same and demand damages or demand specific performances hereof, and any deposit paid by Lessee shall be retained by McMinn County and considered as partial payment for liquidated damages. Notwithstanding anything herein to the contrary, all obligations and liabilities of McMinn County under this agreement are dependent upon the successful completion of the above-scheduled event. If Lessee fails to complete the above-scheduled event for any reason within Lessee's control or

responsibility, Lessee agrees to pay McMinn County for all expenses incurred in the preparation of said event.

4. Insurance

Upon time of payment, the Lessee shall be required to provide certificates of insurance issued by companies authorized to do business in the State of Tennessee. The certificates of insurance must show that McMinn County shall be named as additional insured and covered under the policies in the following amounts:

- A. Minimum policy limits of \$ 250,000.00 bodily injury per person
- B. Minimum policy limits of \$ 600,000.00 bodily injury per accident.
- C. Minimum policy limits of \$ 85,000.00 for property damage per accident.
- D. The term of such coverage to coincide with the dates of this agreement including move in and move out.

5. Services Provided

McMinn County will provide the following services for the basic rental fee:

- A. General lighting
- B. Water

6. Indemnity

Lessee agrees to indemnify, defend, and hold harmless McMinn County from all demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons or property loss by Lessee, McMinn County, or any person, howsoever caused, during the period in which this contract covers, for use of the rental space, or occurring as a result of Lessee's use of such space during the agreed period.

7. Non-Assignment

Lessee will not assign, transfer or subject this contract or its right, title or interest therein without the prior written approval of McMinn County.

8. Lessee's Responsibilities

Lessee agrees that all participants under Lessee's control shall abide by the rules and regulations of McMinn County and the laws of the State of Tennessee in matters relating to public conduct, sanitation, dress, the sale of alcohol, and safety. Lessee agrees that the final decision in all matters relating to security, public safety, public conduct, and decorum shall rest with the McMinn County Mayor. **Sale of, possession of, or any distribution of alcoholic beverages on the grounds and surrounding the property of the McMinn County Expo Center is expressly forbidden**

9. Right of Entry

In permitting the use of space herein mentioned, McMinn County retains the right to enforce all necessary and proper rules for the management and operations of said premises. Duly authorized representatives of McMinn County may enter the premises to be used, and all of the premises, at any time and on any occasion without any restrictions whatsoever.

10. Regulations of Use/Clean-up

1. For the sake of the safety of horses, spectators, and participants, no horses are allowed inside the Ag-Expo center unless the horses are inside the show ring. No horses are to be held, secured, or allowed to stand in any other location of the Ag-Expo center. All other areas around the ring inside the Ag-Expo center are reserved for spectator use.
2. It is the responsibility of the lessee to arrange for a trash dumpster to be delivered to the Ag-Expo Center for any scheduled event. The lessee must contact the McMinn County Landfill at 745-3244, Monday-Friday from 8:00 a.m. to 4:00 p.m., and a dumpster will be delivered prior to the scheduled event.
3. It is the responsibility of the lessee to clean up all area of the Ag-Expo Center at the conclusion of a scheduled event, and to place all trash and refuse inside the dumpster.

11. Payment for Damages

Lessee agrees to pay costs of the repair or replacement for any and all damages, whatever origin or nature, which may have occurred during the term of this contract. An inspection of the facility before and after each rental event shall be performed by the authority of the McMinn Ag-Expo Center Committee.

12. Advertising

Lessee agrees that all advertising of the event will be true and accurate. Furthermore, Lessee agrees that all news releases, publicity material, radio or television announcements, publications or other such public notices issued shall refer to the facility only by McMinn County Agricultural Exposition Center. All advertising space on or around the facility is the exclusive property of McMinn County.

13. Announcements

McMinn County reserves the right to make announcements during intermission or at other appropriate times which relate to future attractions, concessions, etc. McMinn County is also entitled to make announcements in the interest of public safety. Lessee agrees that it will cooperate and will cause its agents and participants to cooperate with the delivery of such announcements for public safety.

14. Concessions

McMinn County reserves the right to control the sale of all concessions including food, beverages, parking or any other service connected with the facility. Lessee may be permitted to sell novelties; programs, records, or tapes provided McMinn County is given advance notice. Lessee may be required to pay for the privilege of such sales.

15. Employer-Employee Relationship

Lessee expressly denies the existence of any employer-employee relationship or agency relationship between Lessee (and performers, if any, performing under this agreement) and McMinn County, its officers, employees, and/or agents. Lessee expressly warrants that he and the performers, if any, under this contract in the above-scheduled performance shall be Lessee's performers, employees, agents, or servants.

16. Taxes

Collection of taxes, if any, on ticket or other sales for the above-mentioned event is the sole responsibility of the Lessee.

17. Ticket Procedures

- A. Lessee is responsible for the printing of tickets, ticket sales, ticket personnel, and ticket receipts unless stipulated otherwise. McMinn County reserves the right to have representatives present in the cashier area.
- B. Until this contract is completed, no tickets may be sold and no public announcements concerning the event may be made.

18. Return of Contract

McMinn County reserves the right to void this contract if not properly signed and returned to the County Mayor within 10 days.

19. Contract Binder

This contract shall not be binding on the parties until it has been signed by the County Mayor

WARNING: Under Tennessee law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Title 44, Chapter 20 of the Official Code of Tennessee, Annotated.

IN WITNESS WHEREOF, the parties have executed this contract on the aforementioned date.

NAME

By: _____

County Mayor: _____

By: _____

Lessee: _____