

Lease for Mountrail County Fair Building

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by, between and among Mountrail County, a political subdivision of the State of North Dakota (hereinafter referred to as "Lessor") and _____ whose address is _____ (hereinafter referred to as "Lessee").

By this Agreement, Lessor agrees to lease to Lessee the premises known as the Mountrail County Fair Building located in the City of Stanley, Mountrail County, North Dakota, and described as follows to-wit:

**LOCATED ON OUTLOT 1 OF THE NE ¼ OF SECTION 33, TOWNSHIP 156, RANGE 91
(8101 61ST ST NW)**

PORTIONS OF BUILDING BEING LEASED: (check all that apply)

Multi-Purpose Room: ☐ Yes ☐ No

Kitchen: ☐ Yes ☐ No

Riding Arena: ☐ Yes ☐ No

Main Entry Restrooms: ☐ Yes ☐ No

☐ **Commercial** ☐ **Private**

** Must be requested w/ Arena for additional \$40 fee per rental*

and pursuant to the following terms and conditions:

1. This lease shall be for the period(s) of: _____
For the following stated event: _____
2. Lessee shall obtain event insurance coverage in the amount of \$1,000,000 before the date of the event, and shall present to Lessor a copy of said valid insurance coverage. Certificate is to be submitted no later than the business day prior to the rental. The following Certificate Holder information **MUST** be listed on the certificate to be approved: **Mountrail County Fair Association
8101 61st St NW Stanley, ND 58784.**
 - a. **ARENA RENTAL:** Lessee shall obtain insurance coverage for all commercial rentals (clinics, events, etc.) as stated hereinabove. For all private arena rentals Lessee agrees to submit a completed waiver form for each youth & adult rider prior to the rental.
3. If alcoholic beverages are to be served on the premises during the event, Lessee agrees to obtain the proper transfer of an alcoholic beverage license. Further, Lessee shall provide for and pay security personnel (at least one individual) to maintain order during the event. Proof of alcoholic beverage license transfer and contract with security personnel must be provided to the Lessor no less than twenty (20) days prior to the date of the event.
4. Lessee agrees to pay an amount of \$_____ as rent for the use of the Mountrail County Fair Building. Payment of rent must be completed one month in advance or upon booking to the MCFA. For short notice events the rental check is due immediately or arrangements must be made with the Fair Association other it. Rental fee only covers use of facilities and equipment available. Lessee is responsible for all additional event requirements.
5. Lessee agrees to pay an amount of \$_____ as a damage/clean-up deposit for the use of the Mountrail County Fair Building. Payment of deposit must be completed one month in advance or upon booking to MCFA. For short notice events the deposit is due immediately or arrangements must be made with the Mountrail County Fair Association. Deposit will be forfeited to the Mountrail County Fair Association if building is not left in satisfactory condition. Determination is completed by the Custodial Personnel and a minimum of one Mountrail County Fair Association Board member. Further, lessee will be responsible

for any and all damages up to and in excess of \$250.00 to the premises occasioned by any and all persons during the term the above described event is being held.

Note:

- **No glitter or confetti is allowed within the Fair Building.**
- **Do not use any decoration supplies that will remove paint or put holes in walls. If any damages occur, the Fair Association may deduct repairs from your deposit.**

6. Prohibition of Pyrotechnics and Open Fires:

The Tenant agrees that the use, storage, or ignition of fireworks, pyrotechnics, or any open flames, including but not limited to bonfires, fire pits, or any similar activities, is strictly prohibited on the premises. This includes both indoor and outdoor areas of the property. Any violation of this provision shall be considered a material breach of this Lease Agreement and may result in immediate termination of the lease and/or liability for damages.

7. Lessee agrees to defend, indemnify, and hold harmless the Mountrail County Fair Assoc. from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Fair Association by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the Lessee, their guests, or by third parties, or by the agents, servants, employees or factors of any of them.
8. Lessee does not have permission to use or have right to access any other portions of the building of the Lessor other than that specific area(s) listed hereinabove. In the event that the Lessee, its invitees or agents violate this covenant, Lessor has the right to deny Lessee the right to lease the premises in the future and charge the lessee for use of other building use.
9. Lessee must place the rental keys in the available drop box by the next business day unless other arrangements are made prior to the rental. Otherwise, the lessor holds the right to charge the Lessee a **\$50** key deposit until keys are returned. The rental deposit will also be held until all rental keys are returned.
10. Lessee agrees to submit the lease agreement, liability insurance, rental payment and deposit by the deadlines stated hereinabove. If the required documents, payment and deposit are not submitted by the stated deadlines the lessor holds the right to lease the premises out to another lessee.
11. Lessor will issue rental refunds only when the following circumstances are presented. 1) Unforeseen health issues 2) Hazardous weather 3) Circumstances where the Fair Building or Fair Association must assume the responsibility for unforeseen reasons. If cancellation does not call under these categories the Lessor holds the right to hold the Lessee's rental payment. Deposit will be returned to Lessee.

Dated this ____ day of _____, 20____.

LESSEE:

WITNESS:

Signature

Signature

Dated this ____ day of _____, 20____.

LESSOR – Mountrail County Fair Association

ATTEST:

Lynnette Vachal
MC Fair Association Treasurer

Issues during your rental?

Business Hour Contact: 701-628-2835 Ext. 1 / Emergency Contact: Lynnette Vachal (701) 629-3000