

RENTAL AGREEMENT

This Agreement made and entered into this ____ day of _____, 201__, by and between Washington County Fair Board, Washington, Kansas, hereinafter referred to as Fair Board, and _____, hereinafter referred to as the Lessee, whether one or more, WITNESSETH:

Fair Board agrees to rent to Lessee and the Lessee agrees to rent from Fair Board the following facility, to-wit: (See attached Schedule of Buildings)

_____ upon the following terms and conditions:

1. This agreement shall commence on the ___ day of _____, 20__, and terminate on the ___ day of _____, 20__; provided the Agreement shall continue after the term of this Agreement until such time as the Lessee returns the key to the facility rented to the Fair Board.

2. The Lessee shall pay to Fair Board at the time of signing of this Agreement, the sum of \$_____ per day as set forth on the attached schedule for the rent of said facility during the term of this Agreement; provided, the Lessee shall pay the same amount per day for each day after the term of this Agreement that the Lessee keeps the key to said facility, which additional rent shall be immediately due and payable upon the return of the key to the facility.

3. The Lessee at the time of the signing of this Agreement shall pay the sum of \$_____ to Fair Board as a security deposit. If after the key and cleaning checklist for the facility is returned, Fair Board determines that no damage has been caused to the facility or the personal property located therein and that said facility has been cleaned, Fair Board shall return the security deposit to the Lessee. If there has been damage to the facility or personal property located therein, or if the facility has not been cleaned, Fair Board shall repair the damage, or replace the personal property, or clean the facility as the case may be and shall pay the costs therefore from the security deposit to the extent possible. Any amount of security deposit not needed for said repair and/or cleaning shall be returned to the Lessee. **THE LESSEE SHALL BE RESPONSIBLE FOR PAYING TO FAIR BOARD ANY AMOUNT IN EXCESS OF THE SECURITY DEPOSIT NEEDED FOR PAYING THE DAMAGE TO THE FACILITY OR PERSONAL PROPERTY LOCATED THEREIN AND/OR CLEANING, WHICH AMOUNT SHALL BE IMMEDIATELY DUE AND PAYABLE.**

4. As part of the consideration of this Agreement, the Lessee hereby releases Fair Board from any and all liability and causes of action arising out of the Lessee's use of said facility. Further, the Lessee agrees to indemnify and hold harmless from any and all liability and causes of action resulting from Lessee's use of said facility.

5. The Lessee is responsible for disposal and removal of all trash. If the building is rented for auction/sale, items must be disposed by the Lessee. Items may not be placed in Fair Board's dumpsters or trash cans.

6. The Lessee warrants that Lessee is familiar with the facility rented hereunder, that Lessee shall be responsible for any loss or damage as a result of Lessee's use of said facility, and that Fair Board has made no warranties as to the condition of the facility or as to the fitness of the facility for the use Lessee intends to make of it.

7. The Lessee agrees to use and occupy the facility in compliance with the laws of the United States and the State of Kansas and the Ordinances of the City of Washington, Kansas.

8. It is agreed that time shall be and is the essence of this Agreement and that this Agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WASHINGTON COUNTY FAIRBOARD

LESSEE

Phone Number: _____

Type of Event: _____

Waiver of fees must be approved by Fair Board.

WASHINGTON COUNTY FAIRBOARD

Date: _____

By: