



Missoula Fairgrounds Events Center
1101 South Ave West
Missoula, MT 59801
P. (406) 721-3247
www.missoulafairgrounds.com

MISSOULA FAIRGROUNDS FACILITY LEASE AGREEMENT

This Lease, made and entered into this _____ day of _____, 2016, by and between the Missoula Fairgrounds Events Center, a department of Missoula County, hereinafter referred to as the "**Lessor**", and _____, hereinafter referred to as the "**Lessee**". The parties agree as follows:

1. Property: The Lessor agrees to lease to Lessee, and the Lessee agrees to lease from the Lessor, the following Property managed by the Lessor and described as follows:

- a.
- b.
- c.

A map of the Missoula County Fairgrounds is available from the Lessor upon request.

2. Term: The term of this Lease shall be for _____. During the term of this lease, Lessee shall have the right to exclusive use of the facilities described in section 1, subject to any other conditions in this Lease.

3. Deposit: Lessee shall submit a damage/security deposit ("Deposit") of \$350 per facility rented, not exceeding \$1000 total, to secure compliance with all the conditions of this Lease. The Deposit is in addition to and separate from the Rent. The Deposit shall cover cleaning expenses attributable to Lessee's failure to maintain the Property. Lessor shall return the Deposit within 30 days of the termination of the lease agreement. If necessary, fees for damages and cleaning expenses shall be deducted from the damage deposit. If the deposit is insufficient to satisfy Lessor's claims for obligations under the lease agreement, Lessor may collect the deficiency from Lessee.

4. Rent: Lessee shall pay Lessor a total of \$_____ for use of the Property. Rent shall be paid to the Lessor at 1101 South Avenue West, Missoula, MT 59801 no less than 30 days prior to the rental date(s). The foregoing Rent amount is determined according to charges and fees specified on the attached Exhibit A. By this reference, Exhibit A is made a party of the Lease.

5. Additional Payments: Lessee is responsible for any additional payments in the amounts and for the purposes identified in Exhibit A. Payments shall be made to the Lessor on the same date as specified in Section 4.

6. Purpose: Lessee shall use the Property for _____. Lessee shall restrict the uses of the Property to those activities stated in this Lease and shall not use or permit the use of the Property for any other purpose without the written consent of Lessor. Lessee shall use the Property in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use and maintenance of the Property.

7. Alterations/Improvements: Lessee shall make no alterations or improvements to the Property without prior written consent of Lessor. Lessee shall not place bolts, screws or nails in any structure for securing banners or promotional materials without the prior written consent of Lessor.

8. Maintenance: Lessee shall keep the Property in good repair during the time of this Lease.

9. Right of Inspection: Lessor shall have the right to enter the Property for the purposes of inspection for the compliance with this Lease and any other laws or regulations during the time of this Lease.

10. Liens and Encumbrances: Lessee shall in no way cause the property to be liened, mortgaged or encumbered during the term of the Lease.

11. Permits and Licenses: Lessee shall obtain all permits and licenses necessary for engaging in all activities connected with Lessee's use of the Property and submit copies of all permits and licenses to the Lessor at least 30 days prior to the event

12. Utilities: Basic electrical services are included without additional fee. Utilities available vary throughout the fairgrounds, but include numerous 110 volt outlets, 220 volt outlets, and potable water on site. Building # 19/ Public Restroom facilities are available from Mid-April to Mid-October.

13. Operation of Concessions: Lessee may operate or permit a concessionaire or licensee to operate concessions during its use of the Property provided Lessee or concessionaire obtains all licenses and permits necessary for the operation of the concessions. Fees associated with operating concessions are detailed in the Exhibit portion of the contract.

14. Fire & Heating Devices: Lessee shall agree to keep all open flames or devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device an adequate, safe distance away from any building on the Property. This includes propane heaters of any kind, burn barrels, bonfires, and similar heating devices. Lessee agrees to obtain special permits needed for bonfires, burn barrels, and similar heating devices through the City of Missoula. If Lessee intends to utilize a bonfire or burn barrel, Lessee must contact Lessor and receive prior written approval for proper placement of any flame.

Lessee will have the following fire or heating devices as part of this facility rental:

The fire/heating devices noted above will be set up in the following location(s):

15. Alcohol: Lessee acknowledges and understands that Lessor prohibits the sale, distribution, or consumption of any alcoholic beverage on the Property without express written consent of the Lessor. If Lessee intends to serve alcohol during Lessee's use of the Property, Lessee acknowledges being aware that there are strict rules and potential liability. Regarding permits and licenses, Lessee must obtain all permits and a license, ensuring that all criminal laws are complied with including that underage consumption of alcoholic beverages does not take place and open container laws are complied with. Additional questions should be addressed to local law enforcement. Regarding civil liability, Lessee acknowledges being aware that there are a number of scenarios where liability may be incurred. Lessee acknowledges that under other provision of the lease, Lessee had agreed to indemnify Lessor for those situations.

If renter requires any type of alcohol sales, an alcohol sales permit/license must be present at all times during scheduled event and a copy of the permit/license must be submitted to the fair office. Renters will be allowed to serve alcohol to guests during a non-profit, family-oriented private event such as a wedding reception or reunion.

Fairgrounds management reserves the right to require the presence of uniformed security officers during high-impact events involving and/or those involving alcohol. Fairgrounds management reserves the right to inspect/document at any time the event location of all alcohol usage.

Definitions:

Liquor / Spirits: includes brandy, fruit brandy(schnapps), gin, rum, tequila, vodka, and whisky, consequently all alcoholic beverages other than beer and wine are generally referred to simply as spirits.

Will alcohol be: Served ____ Sold ____ If Sold: liquor permit carrier:

16. Additional Equipment: Depending on availability, tables and chairs may be available for Lessee's use at no additional charge. Lessee is encouraged to check with Lessor regarding the availability of any tables or chairs. If tables or chairs are provided, Lessee is responsible for setting up, breaking down, and cleaning tables and chairs. Lessee may not remove any tables or chairs from any building.

17. Sanitation: Lessee may be required to obtain and maintain all toilets, including the public restrooms, and other sanitation facilities required by law and reasonably necessary for the use of certain facilities on the Missoula County Fairgrounds.

18. Clean Up & Waste Removal: The Lessee, or caterer/party planner in Lessee's stead, is required to remove all trash and place it into the trash bags. Trash bags are then placed in garbage dumpsters located on the Property. Lessee shall be provided one 2-cubic yard trash container during the time of this Lease without additional cost. The Lessee or caterer/party planner is responsible for removing any waste left by their event on the Property. Lessor is responsible for clean up during and immediately after the event. If the cleanup is not satisfactory and has to be completed by the Lessor facilities staff, funds to cover clean up may be deducted from the Lessee's Deposit. If required, Lessor reserves the right to either hire a third party to perform the cleanup or to perform it on its own at a rate of \$50.00 per hour.

19. Advertising: Lessee shall conduct and be responsible for any advertising it chooses to do in connection with its use of the Property unless otherwise agreed to in writing with the Lessor. Lessee shall not use bolts, screws or nail or any other damaging hardware to affix any advertisements, posters or banners to Lessor's Property without prior written approval.

20. Surrender: On expiration of the term of this Lease, Lessee shall deliver the Property to Lessor.

21. Condition of Property: Lessee acknowledges having inspected the Property, the areas around the Property prior to taking possession of the property. Lessee accepts the property "As Is" and agrees to return the property to Lessor in as good a condition as it now is on the expiration of the term of this Lease.

22. Events Constituting Default: The following events shall constitute default on this Lease. a.) Nonpayment by the Lessee of any sum required to be paid by the Lessee under the terms of the Lease; b.) Nonperformance by the Lessee or Lessor of any covenant or condition of the Lease.

23. Right to Prevent Default: Should Lessee fail to make any payment or do any act required by this Lease, the Lessor shall have the right, at its option, without notice or demand on the Lessee, to make such payment or do such act. All expenses incurred by Lessor in preventing the default of Lessee shall be due and payable from Lessee to Lessor on the date the expenses are incurred without demand and shall bear interest at the rate of twelve (12) percent per annum from the date incurred until paid by Lessee.

24. Rights on Default: On default of the Lessee under the terms of the Lease Lessor may immediately exercise any or all of the following options: a.) Declaring all rent hereunder for the entire term of the lease immediately due and owing; b.) Take possession of the Property; c.) provide notice of default and opportunity to remedy within a reasonable time. The remedies herein afforded to the parties are non-exclusive and are to be considered in addition to all rights, remedies and actions Lessor might have under the laws of the State of Montana.

25. Termination: This Lease may be terminated at any time by mutual written and signed consent of both parties.

26. Notice: Notice given hereunder shall be served upon the parties by registered or certified mail sent return receipt requested. Such mail shall be directed to the parties at the following address:

Lessor:

Missoula Fairgrounds Event Center
1101 South Ave. West
Missoula, MT 59801

Lessee:

Notice served by mail shall be deemed received when deposited in the United States Post Office. In the event the parties change their address, they shall so advise the other parties. Any notice mailed to a previous address before notice of a change of address shall be fully effective.

27. Successors: This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

28. Entire Agreement, Modifications: This Lease contains the entire agreement between the parties. All preliminary negotiations and agreements are merged herein. This Lease cannot be changed or modified in any manner except by a written agreement signed by both parties.

29. Non-Assignment: Lessee shall not assign this Lease or sublet the Property without the written consent of Lessor.

30. Non-smoking: Missoula County Fairgrounds is a smoke-free facility.

31. Compliance with all laws and non-discrimination: Lessee agrees to comply with all federal, state and local laws, rules and regulations. In accordance with Montana Code Annotated Title 49, Chapters 2 and 3, Lessee agrees to not discrimination in the provision of goods, services, or public accommodations, or other protected activities.

32. Cost and Attorney's Fees: In the event either party may institute legal action for enforcement of this Lease, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs of the suit.

33. Destruction of Lease Property: If the Property is damaged or destroyed by fire, the elements, unavoidable accident, vandalism or other casualty prior to or during the term of the lease, and if by reason of such occurrence the Property shall be rendered unusable only in part, the rent during the time the Property is partially unusable shall be abated proportionately as the portion of the premises rendered unusable. If the Property shall be rendered wholly unusable by reason of such occurrence, the Lessor shall cause the damage to be repaired, and the rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Lessor may, at its election, terminate this lease and the tenancy hereby created by giving Lessee within thirty (30) days following the date of the occurrence, written notice of Lessor's election to terminate the lease. In the event of such termination, rent shall be adjusted as of the date of the occurrence.

34. Indemnity: Lessee shall defend, indemnify, and hold harmless the Lessor, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorneys' fees, asserted by or awarded to third parties as a result of (1) any negligent action or omission or willful misconduct on the Lessee, its employees or agents; (2) any loss or damage to the Property or any personal or real property damaged as a result of Lessee's use of the Property from any cause that occurs during the term of this Lease.

35. Insurance: Lessee shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate.

Lessee shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, assigns or subcontractors. Any Lessee/contractor/concessionaire driving their personal automobile shall maintain, and show proof of, the required minimums for the state of Montana.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Lessee agrees to furnish proof of required insurance to the County prior to commencing work under this Agreement. County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by the County.

36. Place of Performance, Venue, Contract Interpretation: Lessee and Lessor agree that performance of this Lease is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4th Judicial District, in and for the County of Missoula, State of Montana. This Lease will be construed under and governed by the laws of the State of Montana.

37. Severability: If any part of this Lease is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written. Lessee has read and understands all information provided in this document and other information pertaining to this rental and agrees to abide by all rules and regulations outlined therein.

Fairground Representative

Date

Lessee

Date

EXHIBIT A - FEE SCHEDULE

Under the terms of the Lease, Lessee is responsible for the following payments to Lessor:

- | | |
|-------------------------------|----------|
| 1. Deposit: | \$ _____ |
| 2. Rent: | \$ _____ |
| 3. Additional Payments: | |
| a. Restroom maintenance | \$ _____ |
| b. Reader board (over 6 days) | \$ _____ |
| c. _____ | |
| TOTAL OF LINES (3a.-3d.) | \$ _____ |
| 4. TOTAL PAYMENTS: | \$ _____ |