

# *The Windham County Agricultural Society, Inc.*

## **Fairgrounds Lease Agreement**

This Lease Agreement is made by and between the Windham County Agricultural Society, Inc. (hereinafter WCAS, Inc.) and:

Name: \_\_\_\_\_ (hereinafter "Lessee") It's Agent: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Dates of this Lease:**

This lease encompasses the following dates: \_\_\_\_\_

Access will be granted one day after the event for the removal of dumpsters, portable toilets, etc. that were used by the Lessee during the event.

Use of the property (including access for setup and cleanup) is limited to the dates specified above unless prior written approval was granted by the WCAS, Inc, and early entry of equipment or units will be subject to an additional fee of \$100 per day.

The WCAS may, at it's discretion, post a schedule of activities that are held at the fairgrounds on it's website [www.brooklynfair.org](http://www.brooklynfair.org). This listing may include the date(s) of the event, contact information for the sponsor of the event, and a link to the sponsor's website. This may serve as added publicity for your event. If you do not approve of having your event listed on the website, please indicate so in writing.

I (we) authorize the listing of our event on the WCAS website. Please indicate permission by providing a public contact number and/or website for display on our website: \_\_\_\_\_

### **Lessee's Business Purpose:**

The Lessee is leasing the fairgrounds on the dates specified above for the sole purpose of: \_\_\_\_\_

### **Area of Fairgrounds Included in this Lease:**

**Land:** This lease covers use of the following portions of land owned by the Windham County Agricultural Society. No additional land may be used without prior written approval of the WCAS, Inc. and may result in an additional fee:  
\_\_\_\_\_  
\_\_\_\_\_

**Buildings/Facilities:** The following buildings/facilities are included in the lease agreement. No additional buildings/facilities may be used without the prior written approval of the WCAS, Inc. and may result in an additional fee:  
\_\_\_\_\_  
\_\_\_\_\_

**Rental Fees:**

The rental fees are to be quoted on an individual basis depending on the nature and extent of the use of various portions of the fairgrounds land, buildings and other facilities.

The rental amount is due and payable in full on or before the last day of the event. Based on the areas and facilities included in this lease agreement, the resulting rental amount is as follows:

Amenities	Standard Price per Day	Number of Days	
		Event Price per Day	Event Total
Main Fairgrounds (Land Area)	\$400.00		
Back Lot (Land and Rings)	\$600.00		
Better Living Building	\$600.00		
Cattle Barn	\$300.00		
Sheep/Ox Barn	\$150.00		
Home & Garden Hall	\$200.00		
West/Back Bathrooms	\$200.00		
East/Front Bathrooms	\$200.00		
Showers	\$200.00		
Stage & Grandstand	\$600.00		
*Other: _____			
Discount (Non-Profit** or Other)	Negotiable		
Custodial Fee	\$100.00		
Setup Assistance (Moving of Bleachers/Tables)	\$200.00		
Dumpster Service	\$400.00		
Night Lighting	\$200.00		
Camper Fees	Per Event		

**Total Cost of Grounds and All Facilities                      \$4,350.00    \$900**

With the signing of this contract a minimum non-refundable deposit of 10% or \$100.00, whichever is greater, is to be paid which will be credited against the amount due for the subsequent rental.

Amount of Deposit Paid: \$ \_\_\_\_\_

**Rules and Regulations for Use of Brooklyn Fairgrounds:**

The lessee has read these rules and regulations and by signing this agreement indicates you understand them and agree to adhere to them:

1. Electrical breakers tripped due to overload will only be reset once during the event.
2. The lessee is responsible for all clean up of the buildings, grounds, and parking area. This cleanup requires lessee to remove all trash from the property at their expense. The lessee is responsible for all local and state regulations regarding refuse removal.
3. If any food vendors, food preparation, or other activities that require health department approvals are included during the event it is the responsibility of the lessee to obtain all necessary licenses and/or approvals from the Northeast District Department of Health or appropriate agency. The WCAS, Inc. is not responsible for any local, state, or health permits that may be required for the event.

4. The lessee must provide a certificate of liability insurance (including product liability) naming the Windham County Agricultural Society, Inc (WCAS) as an additional insured. The minimum insurance required is \$1,000,000 (one million dollars). Insurance must be received by rental agent before entry to the fairgrounds will be permitted.
5. The sale or consumption of alcoholic beverages is prohibited.
6. The rental agreement entitles the lessee to use the property located at the corner of Route 169 and Fairgrounds Road only. This is the fenced area known as the fairgrounds. The use of any other property would require special arrangements. The contract is only for the use of the specific areas which are rented and does not entitle use of any other building or equipment such as offices or sound equipment.
7. The WCAS, Inc. may require that security or medical teams are located on the grounds dependant upon the event. The cost for any of these requirements is the responsibility of the lessee and the subcontractors must be approved by the WCAS, Inc.
8. All entertainment hired to perform or engaged for use on the fairgrounds must be cleared through the WCAS, Inc. No excessively loud bands are allowed on the grounds. Quiet time must be respected between 11:00 pm and 8:00 am.
9. The lessee is responsible for any damages that occur during the rental and clean up and assumes the costs of repairing and such damages. Any vandalism or altering of the property in any way will result in a minimum fine of \$500.00 depending upon the incident.
10. The lessee will allow officials of the WCAS, Inc. access to the grounds and all buildings at any time.
11. All functions must cease by 8 pm of the last day of the rental period and all people must be off the grounds by that time.
12. The Windham County Agricultural Society, Inc. reserves the right to reject and terminate this contract at any time if the rights and interests of the Society's adjoining land owners would be jeopardized or adversely affected by conduct or action resulting from this lease agreement. This lease agreement does not entitle the Lessee herein to the use of any other property of WCAS, Inc., including but not limited to public address system, offices, or other facilities without express prior approval of WCAS, Inc.
13. **NO OPEN FIRES – NO DIGGING – NO SETUP OF CORRALS**, without express prior approval of WCAS, Inc.

Lessee agrees that this agreement is a commercial transaction and this lease is accepted upon the condition that the business of the lessee will be conducted in accordance with the rules and regulations of the WCAS, Inc. and lessee's term herein may be terminated and all payments forfeited at any time for breach of same at the sole and absolute discretion of the WCAS, Inc., and in no event or for any cause will the WCAS, Inc. be liable for any loss or damage to the business or property of the lessee under the terms and conditions of this lease. In the event of a breach of the rules and regulations and termination of this lease, the WCAS, Inc. shall have the right to enter upon the demised space and immediately repossess and re-let same, and the lessee expressly agrees to immediately vacate the leased premises upon such event. Lessee shall be responsible for any costs or casualties, including reasonable attorney's fees, resulting from a breach of the terms and conditions of this agreement.

Dated: \_\_\_\_\_ The Windham County Agricultural Society, Inc.  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

I have read and agree to the terms of this lease agreement and understand the rules and regulations of the Windham County Agricultural Society, Inc.

Lessee: \_\_\_\_\_  
 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
 Its: \_\_\_\_\_