



LEASE-RENTAL AGREEMENT

OUTAGAMIE COUNTY FAIRGROUNDS - SEYMOUR, WISCONSIN

This lease made and entered into this ____ day of **February 2017**, by and between Outagamie County Fair Association, (hereinafter “Landlord”), and _____, (hereinafter “Tenant”).

RECITALS

WHEREAS, Landlord is the proprietor and owner of certain land, buildings and fixtures situated thereon, commonly known as the Outagamie County Fairgrounds, and hereby wishes to lease said premises to Tenant and Tenant hereby wishes to lease from Landlord said premises for the operation of a gathering/event.

IT IS HEREBY AGREED:

- Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the following described premises situated at 637 N. Main Street, in the City of Seymour, Outagamie County, Wisconsin: Outagamie County Fairgrounds Buildings (_____), together with all personal property and fixtures owned by the Landlord and situated thereupon or affixed thereto (hereinafter “leased premises”).

SEE RATE SCHEDULE FOR APPLICABLE RATES

• Per Day Rental Rates:	2017
# _____ Barn	\$xxx.xx
# _____ Barn	\$xxx.xx
# _____	\$xxx.xx

*Labor for set-up and cleanup - \$50 per hour per employee.

- The term of this lease shall be for ____ days – _____, 2017 (hereinafter “lease term”). Lease term includes up to 2 days set up and 1 day take down free of charge.

• Tenant shall keep and use the leased premises for the purposes described hereafter and for no other or any unlawful purpose whatsoever. Moreover, Tenant, its employees, guests and invitees shall conduct themselves in full compliance with all state, county and local statutes, rules, regulations and ordinances. Tenant further understands and agrees that no fermented malt or alcoholic beverages shall be sold on the leased premises, and the consumption of any alcoholic or fermented malt beverages on the Outagamie County Fairgrounds shall be in accordance with all laws including Chapter 125, Wis. Stats.; ordinances of Outagamie County and the City of Seymour. All fireworks, firearms, explosives and other weapons are strictly prohibited on leased premises. No fire shall be lit or permitted to burn, except in designated grills or fireplaces.

• Tenant takes and accepts the leased premises in its ‘as is’ condition. Taking of possession of the leased premises by Tenant shall be conclusive evidence that the leased premises were, on that date, in good, clean and tenantable condition. Tenant acknowledges that Landlord has made no representations as to the repair of the leased premises or promises to alter, remodel or improve the leased premises.

• Tenant shall pay Landlord all costs per rate sheet for set-up, special building preparation, and clean-up that utilizes fair staff or resources.

- Tenant assumes the sole risk, responsibility, and liability for any all injuries to persons or property occurring or proximately caused by Tenant activities upon the leased premises during the term of this Lease. Tenant shall assume full responsibility for any personal injury or property damage which it or any of its employees, guests or invitees may sustain while on leased premises, as well as for any property damage or injuries sustained by third parties as a result of acts or omissions of the lessee or its guests while making use of leased premises. Tenant shall maintain a policy of liability insurance of no less than \$1,000,000.00 each occurrence, during the lease term including setup and tear down. Furthermore, Tenant shall provide a copy of said insurance policy to Landlord at least thirty (30) days prior to entering, occupying or using the leased premises.
- Tenant agrees to defend, indemnify, and save Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Tenant or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sub-lessees, concessions, or licensees, in or about the leased premises. Landlord shall not be liable and Tenant waives all claims for damage to person or property sustained by Tenant or Tenant's employees, agents, servants, contractors, sub-lessees, concessionaires, invitees, and customers resulting from the building in which the leased premises are located or by reason of the leased premises or any equipment or appurtenances thereunto appearing or becoming out of repair, consumption of alcohol, or resulting from any accident in or about the leased premises. All property belonging to Tenant or any occupant of the leased premises shall be there at the risk of Tenant or such person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.
- Should the leased premises become damaged, defaced or destroyed, Tenant shall be responsible to the Landlord for necessary repairs or replacement, unless the damages to the leased premises are due to an act of God or other circumstances that are beyond the Tenant's reasonable control.
- Tenant shall make all reasonable efforts to keep noise within reasonably acceptable limits, and furthermore, noise shall be minimized prior to dawn and after sunset.
- Tenant is solely responsible for the collection, transportation and disposal of any and all solid waste and/or garbage created during the lease term. Tenant shall collect all solid waste and/or garbage and dispose of same in the trash dumpster provided by Landlord. In the event Tenant fails to collect, transport and dispose of solid waste and/or garbage, Landlord may cure Tenant's default, and Tenant shall reimburse Landlord the costs of doing so, within thirty (30) days.
- Tenant agrees to tie all animals within barns or at wash racks. No animals shall be tied at trailers or fences.
- Tenant agrees to remove **all** manure and bedding produced at this event at the close of said event. Landlord encourages Tenant to use shavings as bedding rather than straw to reduce the amount of waste that must be removed. **Tenant is responsible for making all arrangements and payments for manure and bedding pick-up by calling Harter's Fox Valley Disposal at 888-804-8556 or Rick or Wendy at Van Handel Waste at 920-735-1221.** Landlord shall provide equipment for the loading of dumpster. Any manure and bedding not removed by Tenant will be removed by Landlord and Tenant will be responsible for the cost of removal plus employee labor.
- **Tenant is responsible to make all arrangements and payments for milk pick-up by calling Agro Pur at 920-373-4835 and to contact Mike at Seymour Dairy for all Milkhouse arrangements at 920-833-6806.**
- At the expiration of the lease term, Tenant shall surrender the leased premises broom clean and in good condition and repair, reasonable wear and tear and loss by fire or unavoidable, insured casualty excepted. Outdoor space shall be free from debris, manure, and damage (original condition), *immediately* following the termination of this lease. If said leased area is not properly cleaned to the satisfaction of the Landlord, Tenant will pay the actual cost to the Landlord for clean-up, with a minimum charge of \$150.00 for the same. Tenant is fully responsible for all rented or subcontracted items and shall also clean and coordinate pick-up and delivery of any and all subcontracted items.
- Tenant shall allow Landlord to enter the leased premises during the term of this lease to inspect the leased premises and determine the compliance with the terms of this Lease and with the standards of good tenancy.
- Rent shall be payable by Tenant, at the time this Lease Agreement is executed by Tenant and returned to Landlord, at the office of Landlord or at such other place designated by Landlord or at least 30 days prior to the start of the lease term. Rent shall be made payable to "Outagamie County Fair Association".

• Tenant shall pay a security deposit equal to twenty percent (20%) of the rent due under this agreement to Landlord, at the time this Lease Agreement is executed by Tenant and returned to Landlord, at the office of Landlord or at such other place designated by Landlord and said sum shall be held and applied by Landlord, without interest, as security for the faithful performance and observance by Tenant of the terms of this Lease. Security deposit shall be paid by January 1 of each year in a multiyear agreement. Said security deposit is held as collateral security and applied on any default under this Lease (such as rent, damage to property, clean-up costs or other charges/fees) that may remain due and owing at the expiration of this Lease. Landlord shall mail said security deposit to Tenant, within three (3) weeks after the expiration of this Lease, so long as there are no charges or costs incurred by Landlord for solid waste collection, damages, destroying or defacing leased premises, or any other Tenant default, and which will be refunded if no damage or other default has incurred to the leased premises after an inspection is performed by Landlord.

• Camping. Tenant is responsible for the collection and payment of camping fees for participants who choose to camp of the grounds. The overnight camping fee is \$25 per unit.

• There shall be no assignment or sub-lease of this Lease, unless Landlord gives prior written consent, which shall not be unreasonably withheld. The parties agree that all of the terms, covenants, obligations, and conditions contained herein shall be binding upon and enure to the benefit of the successors and assigns of the parties.

• If Tenant cancels their event less than 60 days from the date of the scheduled event, they shall forfeit the full amount of the deposit.

• If multiyear agreement, Landlord reserves the right to terminate this agreement by January 1 of each year for any reason.

• This Lease constitutes the entire agreement of the parties regarding the subject matter hereof, and supercedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter.

• The terms, conditions, rights and duties of this Lease shall be governed and interpreted under the laws of the State of Wisconsin. Venue for any action under this Lease shall be in the circuit court of Outagamie County, Wisconsin.

• The representative of each party executing this Lease, as evidenced by the signatures below, has the authority to do so.

Dated: _____

Dated: x _____

TENANT:

Title*

Brian Stille, Fair Manager

Printed name: _____

* Must be signed by an officer or chairman of the group renting the facilities.