

HOPKINS COUNTY FAIR, INC.
Mail to P.O. BOX 425
MADISONVILLE, KENTUCKY 42431
605 East Arch Street
BallardConventionCenter.com

Tel: 270-245-2970

Fax: 270-245-2473

THIS AGREEMENT is made this 27 day of Jan. 2021, by and between the HOPKINS COUNTY FAIR, INC., a Kentucky Non-profit Corporation, hereinafter referred to as "Fair Board" and Hopkins Co. Schods, whose contact information address/phone/fax/e-mail is Andy Belcher Andybelcher@Hopkins.Kyschods.us, herein referred to as Lessee.

The Fair Board desiring to rent certain space and/or facilities of the Hopkins County Fair Grounds, including, but not limited to, the Ballard Convention Center, hereinafter described, and being the exclusive rental and leasing agent for such space and/or facilities, the parties herein agree as follows:

Andy - 270-871-1268

- I. SPECIFIC DESCRIPTION OF SPACE, FACILITIES, AND/OR PROPERTY OWNED BY FAIR BOARD: The space, facilities and/or property to be leased to Lessee are described as follows: Grounds, Hall(s), Kitchen, Type of Tables/Chairs, A/V. Common areas such as parking lot, front lobby, hallways, bar and restrooms may not be rented or reserved for an individual event without prior approval.

Midway Hall, Garden Hall, FB room

- II. TERM: Upon receipt of Lessee's signed contract and deposit money set out below, the term of this rental agreement shall commence at 7am and terminate at midnight on: March 9 2021 (Deposit may be forfeited if Lessee; Lessee's vendors and property are not removed by Midnight.)

*Should the lessee desire to change the Hall/date/time of rental new signature is required here: _____

III. RENTAL FEE AND DAMAGE DEPOSIT:

- a. The Lessee shall pay a refundable security and damage deposit: _____

Total\$ 400.00

- b. The Lessee shall pay for agreed upon rental of:

Midway Hall - \$ 800.00 (136 tables) (chairs)
Garden Hall - \$ 800.00 (chairs)
FB room - \$ 400.00 (tables/chairs)

Total\$ 2,000.00

- c. The Lessee shall pay agreed upon facility Services:

Sunday (March 7) or
Monday (March 8)

Total\$ 0

Total owed to the Fair Board, all monies should be paid 30 days prior to event:

\$ 2,400.00

Lessee Initials: _____

- IV. **PURPOSE:** The Lessee shall use the space, facilities, and/or property for the following purpose and further consents and agrees that the space, facilities, and/or property shall not be used for any unlawful or immoral purpose. The space is to be used for: ACT Testing
- V. **RULES CONCERNING USE:** The Fair Board leases the premises to the Lessee subject to all terms and conditions set forth in this lease and on **Exhibit A** attached hereto and incorporated herein by reference. The Lessee by the execution of this agreement acknowledges that he/she/they/it have read this lease including **Exhibit A** and agree to comply with all terms and conditions hereof. The Lessee shall be responsible for any and all damages caused to the premises by the Lessee, its invitees, its vendors and third parties who provide goods and/or services to the Lessee at the event. **Int:** _____
- VI. **REMOVAL ON TERMINATION AND DAMAGE DEPOSIT:** The Lessee shall, at the termination of this agreement, remove all supplies, materials, refuse, and any other materials from the rental space, facilities, and/or property, and shall leave the premises in a condition reasonably similar to the condition in which such premises were rented to the Lessee. The Lessee shall not allow anything (including tape, screws or nails) to be applied to or affixed to any part of the leased premises. The deposit will be refunded after the Fair Board has made a complete inspection of the facility and determines that it has been left in satisfactory condition. This deposit may be picked up during the week following the event or mailed to the Lessee's address provided. Any extraordinary clean-up costs, missing furniture/fixtures, or repair costs for damages, will be deducted before the balance of the deposit and the remainder returned to Lessee, at the sole discretion of Fair Board. Damages exceeding deposit given will be Lessee's responsibility. **Deposit will be forfeited if Lessee cancels event less than one month from original event date. A minimum of \$50 of Deposit will be forfeited if Lessee authorizes excessive seating (tables and/or chairs) added or removed after the initial set-up by Facility staff.** Use of Center's Chairs X Tables X? ** bringing in outside Tables*
- VII. **ASSIGNMENT:** This agreement for space, facilities, and/or property and the privileges granted herein, or any part thereof, cannot be assigned, sublet or otherwise disposed of by the Lessee without the prior written consent of the Fair Board.
- VIII. **INDEMNITY:** Lessee shall be twenty-one years or older and solely responsible for any liability for personal injury or property damage which results from its and all guests use of the rented premises. Lessee shall indemnify Fair Board against all liability resulting from the use of the rented premises by Lessee, his agents, guests, and/or employees, and shall reimburse the Fair Board for any loss or expense incurred by the Fair Board by reason of such use.

- IX. **LIABILITY:** Lessee must make provisions for the safeguarding of Lessee's goods or property from the time they are placed on the rented premises until they are removed by Lessee. The Fair Board will not be responsible for, or guarantee to Lessee, the safety of Lessee's materials against fire, accident, theft, or any other loss or injury whatsoever.
- X. **LIABILITY INSURANCE:** Lessee and all Vendors employed/paid by Lessee shall carry proper liability insurance in an amount and with companies acceptable to the Fair Board, naming the Fair Board as an insured and fully protecting and indemnifying it against any and all possible claims for accidents or other liabilities, to employees, and all other persons in connection the rented premises.
- XI. **REFUSAL TO LET:** The Fair Board retains the right to deny use of the premises to any group or person who has previously violated the terms of any lease agreement or Fair Board rules regarding the use of facilities.
- XII. **NOTES/COMMENTS:**

Posting the Lessee event information on the Center Sign/Website/Facebook is provided free of charge and is not considered part of the rental agreement. Therefore, this service is not subject to refunds because of advertising interruptions or inaccurate information.
Please e-mail Director at DanaBrown@BallardConventionCenter.com accurate information/picture for media submission.

Event Times, Set-up Times-

March 9, 2021 - set-up 7am

N/A ~~Photo/website info- The Center staff may photograph your event for Hopkins County Fair & Ballard Convention Center promotion- Lessee and/or anyone associated with the event will not be compensated.~~

N/A ~~*Catering info- If the Lessee would like the Center to coordinate food services and negotiate terms on behalf of Lessee there will be a 10% fee for this service.~~

N/A ~~*Bar info- If the Lessee would like alcohol served at their event the Fair Board will provide the bartenders, alcohol and supplies, and appropriate licensing. The Lessee may decide to have a bar tab, cash bar or a combination of the two. There will be a bar service charge if a minimum of \$475 is not spent at the bar. There will be a 20% gratuity charge added to any bar tab and there may be additional bartender fees. The Center will decide bar placement and operating hours based on the specifics of the event. No alcohol will be sold past 12 midnight of event Date and no alcohol will be brought into the Center by the Lessee.~~

Lessees has read and understands the Facility Policies and Expectations (Exhibit A) and agrees that it is the Lessees responsibility to ensure that all persons attending their event follow facility policies.

Lessee Initials: _____

BALLARD CONVENTION CENTER AT THE HOPKINS COUNTY FAIRGROUNDS
By _____

LESSEE:
Contact Name: _____ Contact Phone No: _____

*Please read contract thoroughly and sign and initial in all appropriate places, failure to do so may result in contract forfeiture.

On behalf of the Hopkins County Fair Board I, welcome you to the Hopkins County- Madisonville Fairgrounds and Ballard Convention Center. We are pleased you have chosen to utilize the Center and wish you much success with your event. During the time you occupy the Center please adhere to the following facility rules and regulations. These rules are non-negotiable and represent the Center's attempt to ensure you and your guests have a safe and pleasurable experience. It is your responsibility to make sure your guests, vendors and volunteers also follow the rules and regulations. These instructions are in addition to the Facility contract that was signed by you prior to the event. This is not meant as an exclusive list. Failure to adhere to the Center's rules and regulations may result in loss of deposit and/or expulsion from the Fairground's property. In case of any emergency, please contact the Director, Dana Brown, at 270-245-2970 immediately along with the appropriate authorities.

- The Center does not provide IT assistance other than what directly pertains to the audio/visual equipment provided by the Center. It is the Lessee's responsibility to bring a laptop or other devices and to insure said device is compatible with Center A/V equipment prior to the start of the event.
- It is unlawful to bring firearms onto Fairgrounds property and/or inside Center.
- It is unlawful to bring outside alcohol onto the Fairgrounds property and or the Center, it is the Lessee's responsibility to ensure that guests attending their event follow this rule.
- All Center tables must be covered with a tablecloth (i.e., cloth, vinyl, plastic) by the Lessee to prevent food/drink staining this includes tables used by cater for food prepping and tables used for event prepping (i.e. flowers, make-up application, etc..).
- Food may not be "cooked" in the Catering Kitchen due to Health Department Regulations.
- Do not prop doors open, Staff will unlock any door needed and do not block any exit doors.
- If using draping in the Garden Hall, the restrooms must remain accessible to the public.
- The Center reserves the right to approve all vendors used on the property.
- No open flames (candles, torches, sparklers) are permitted inside facility or on any Fairground's property.
- The Center is a smoke free facility- please smoke outside in the designated areas.
- No parking in the fire lane, please use designated loading and unloading areas.
- Tape or sticky material may not be used on the walls, windows, floors, doors or on any part of the facility- please contact staff if cords, rugs or runners need to be secured to the floor.
- The Center is not responsible for any items left after an event is complete and any items left will be thrown away immediately.
- All trash must be picked up by you in your event hall and by your caterer in the kitchen and placed in the dumpster located in the parking lot behind the kitchen area unless you have paid the Center an additional trash removal fee, failure to do so will result in loss of deposit.
- Do not take Center tables and chairs outside the facility.
- If additional tables/chairs are needed Staff will get them. Do not stack tables and chairs after the event, Staff will put them away.
- Do not attempt to dismantle the stage, it will be broken down by Center staff.
- The Lessee must make a reasonable effort to protect Center floors and walls from permanent damage (i.e. placing rugs or cardboard under DJ/Band equipment or furniture brought in by the Lessee).
- Vehicles left over night on grounds must be picked up by noon the following day.
- If the Lessee requires a ladder to decorate, they must bring the appropriate size ladder with them. Scissor lifts are not permitted inside the Center.