



## WESTERN CAROLINA STATE FAIR RENTAL CONTRACT

The Western Carolina State Fair Foundation, Inc. (WCSFF), is desirous of renting to \_\_\_\_\_, the \_\_\_\_\_ at the Aiken Fairgrounds, Aiken, South Carolina; and the renter is desirous of renting said facility on \_\_\_\_\_; for a period of \_\_\_\_ day(s), and both WCSFF and renter are desirous of protecting the interest of each a deposit of \$\_\_\_\_\_ paid in advance for the rental.

The rental shall be Subject to the following terms and conditions:

Deposit, Insurance Coverage and other incidental Fees must be paid upon execution of the rental agreement.

Insurance or Certificate of Liability \$\_\_\_\_\_

The Rental Fee in the amount of \$\_\_\_\_\_ is due, payable on or before \_\_\_\_\_. If the renter fails to make said Rental Payment WCSFF, at its discretion can cancel the rental agreement without any notice to the renter and retain all fees paid by the renter.

TOTAL PAID FOR RENTAL: \$\_\_\_\_\_ this is including deposit, insurance and rental

Security to be handled by \_\_\_\_\_

Description of the Intended use of the Facility \_\_\_\_\_

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1. Proof of Insurance: The renter shall, 72 hours prior to the rental period, provide WCSFF with a certificate of insurance insuring renter and WCSFF against property damage and injury to persons using the facilities during the rental period in the amount of \$1,000,000.00; In the alternative, renter may purchase a 'rider' from WCSFF's own insurer, for the purpose of liability coverage. It is expressly understood that the coverage does not and will not insure for the loss or damages against the parties in any way from the use, sale, or consumption of any alcoholic beverages nor from the illegal use of drugs. (See Item #14).
2. Deposits: An advance clean-up/damage deposit in the amount of \$1000.00 is required to reserve a rental of any part of the Facility. The deposit will be refunded upon satisfactory completion of renter's responsibilities as set forth in the rental agreement. If the renter decided not to rent the facility for any reason after reserving the facility, the entire deposit will be forfeited.
3. Damages: The renter is responsible for any and all damages and the cost of repairs incurred to the premises during the rental period.
4. Security: The renter, at its expense, shall furnish adequate security to protect the WCSFF buildings, property and all occupants during the rental period. WCSFF suggest that the renter use the services of the Aiken County Sheriffs Department. some rentals may require additional sheriff's officers or a private security firm that is licensed and bonded with renter providing all documents on security firm.
5. The Hut Building Rental: The hut rental consist of six (6) hours with one (1) hour setup and one(1) hour clean-up/tear-down period, totaling eight (8) hours. Additional time can be purchased in conjunction with the hut rental for twenty-five (\$25.00) dollars per hour, payable in advance. The hut rental includes seating and tables for approximately 50 to 60 guests.
6. The Exhibit Building Rental: The renter understanding that the exhibit building is not air conditioned and the WCSFF does not furnish or include any charges for cooling or heat in the rental price. If the renter requires heat or cooling there will be an additional charge. The exhibit building rental includes the use of the men's and women's restrooms but not the new restroom area located on the south end of the building.
7. Early Set-Up and Extended Tear Down Charges: Events needing extra time to set-up or tear down can purchase additional rental time at a reduced rate, This time CAN ONLY BE USED FOR SET-UP AND TEAR DOWN PURPOSES and no heat, cooling or can be used during this period. WCSFF will charge the renter an additional charge for any additional time not previously purchased.

8. Kitchen Facilities: NO FRYING OF ANY FOODS WHATSOEVER ARE PERMITTED OR ALLOWED IN ANY KITCHEN AREA OF ANY BUILDING LOCATED ON THE FACILITY. No cooking or heating of any foods is allowed without permission from WCSFF. No concessions will be sold from any of the kitchen areas located on the facility. WCSFF reserves the right to provide concessions at any public event. Catered events require prior approval from WCSFF.
9. Dumpsters and Trash Disposal: Dumpsters are provided at two (2) locations on the property. Some events require additional dumpster Space. Additional dumpster must be furnished through WCSFF's Supplier for an additional charge to the renter. If a dumpster area is found cluttered with more trash than the dumpster can hold, the renter will forfeit two hundred (\$200.00) dollars of the rental deposit.
10. Tables, Chairs, Tents, Staging, Etc.: For events that require or need tables, chairs, tents and staging WCSFF can get these items at a reduced rate through WCSFF's supplier depending on availability.
11. Restrooms: Restrooms will be clean and fully stocked with toilet paper; towels, hand soap and trash can liners prior to the rental. The renter, at its expense, will be responsible for keeping the restrooms clean and replenishing all supplies after the initial supply has been exhausted. There is an additional charge for the use of the new restrooms in the exhibit building and use of the midway restrooms. If it is necessary to contact a plumber for any reason, the renter agrees to pay the entire cost of these services.
12. Parking: WCSFF provides parking areas for automobiles and small trucks on the facility. WCSFF will assign a particular parking area for each rental. The renter is responsible and required to see that all vehicles are parked in the designated parking area. The renter understands that if they fail to provide adequate supervision of the vehicle parking that they will be held responsible for all damages incurred to any area of the facility, including the parking area.
13. Campground Area: During certain rentals the campground area may be available for use by the renter and this area has water, sewer and electrical hookups. There is an additional daily fee in the amount of \$20.00 charged for each camper, travel trailer, motor home, etc. No tent camping is allowed. WCSFF does not allow any camping or parking of these vehicles anywhere on the property other than the campground area.

14. Alcoholic Beverages and Illegal Drugs: The total rental price reflected above includes \$\_\_\_\_\_ for liability coverage to cover WCSFF and renter and coverage has to be purchased through the WCSFF's Insurer... It is expressly understood that such coverage Will Not Insure for loss or damage on an action for loss or damages against the parties in any way from the use, sale, or consumption of any alcoholic beverages nor from the illegal use of drugs.

The renter acknowledges that WCSFF has advised the renter to consult with the renter's legal representative and insurance carrier regarding the renter's responsibilities and liabilities associate with the use of these products. \_\_\_\_\_.

15. No Sub-leasing: The renter shall not sublease to any third party any area of the facility without the prior written approval of WCSFF.

16. Admission Charges: There will be no admission charges by the renter or their agents to any event held on the facility without the prior consent of WCSFF.

WCSFF reserves the right throughout the rental period to make periodic inspections of the facilities while in use. By the execution of this agreement, the renter not only agrees to the terms as outlined but also agrees to hold harmless Western Carolina State Fair Foundation, Inc., including but not limited to, the officers, directors, volunteers and/or employees, for any and all claims, cause of action, liability of whatsoever kind or nature arising from renter's use of the facility or surrounding premises.

WCSFF reserve the right to immediately cancel this rental agreement and retain all moneys paid if it is determined that at any time whatsoever the renter has misrepresented the agreed use of the facilities or violates the terms of the agreement.

Western Carolina State Fair Foundation, Inc.

RENTER:

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Renter's: (address and telephone #)

P.O. Box 1272

Aiken, SC 29802

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