



# Elkhart County 4-H Agricultural Exposition, Inc.

## Corporate Family Day Picnic

### Terms and Conditions of Contract

#### General Equipment Information:

- Tent space as agreed upon on the front of the contract shall be provided by the Fair at the cost of 7 ½ cents per square foot.
- Tables, table coverings and chairs shall be provided by the Fair at no charge as agreed upon on the front of the contract.
- A simple PA system, podiums and stages shall be provided by the Fair at no charge.
- Ample number(s) of portable toilets and hand washing stations shall be provided by the Fair at no charge.
- The use of audio equipment, loud speakers or other amplified equipment is acceptable but is subject to noise control, monitored by the Fair's Corporate Picnic coordinator.

#### Access Information:

- Inner grounds access near the assigned corporate picnic tent will be provided for picnic coordinators as agreed upon by the Fair and the Lessee. *Prior to the event, please make arrangements to get into the area, by calling the Fair Office at 574-533-3247 and communicating with the Corporate Picnic coordinator of the Fair at 574-535-3392.*
- Inner grounds access near the assigned corporate picnic tent will be provided for food delivery vehicles with hang tags being issued by the Fair to ensure entrance into the proper area. *Prior to the event, please notify the Caterer that they need to make arrangements to get into the area by communicating with the Corporate Picnic coordinator of the Fair at 574-535-3392.*
- Corporate picnic guests will be provided with the best parking available based upon the day of the week and the time of day the picnic is held.

#### Tent & Ground Space Information:

- The Lessee will be permitted to use the assigned tent(s) for the hours indicated on the front of the contract and may hold any activities desired as long as they are consistent with the advancement and the purpose of the 4-H program.
- Please include the number and sizes of tents you will need on the front of this contract.
- Assignment of specific tents will be based upon the needs of the Lessee and the number of picnics booked during a given time period. Tent assignment will be released no later than the day tickets are distributed to the coordinators. The assignment of each tent will be issued to only one corporation at any given time. Tents are located as far apart as possible and every effort will be made to provide as much area as possible for each picnic.
- The Lessee shall not be permitted to distribute any literature or other materials outside the confines of the tent and green space assigned. All distributions must be limited to the Lessee's guests.
- No animals, pets or livestock of any kind are allowed in the corporate picnic area.
- No subletting of the tent or assigned space is permissible.

#### Financial Obligations:

- The Lessee agrees to sign the contract and pay a deposit of \$500.00 to secure the picnic date(s). A second payment for 1/2 of the estimated gate admission tickets, midway ride vouchers, midway ticket sheets and Clover Cash minus the \$500.00 deposit will be due April 1.
- The Lessee agrees to update the number of estimated gate admission tickets, midway ride vouchers, midway ticket sheets, Clover Cash that are estimated to be needed by July 1.
- The Lessee agrees to pay the balance expected to be due for the event no later than the day the gate admission tickets, midway ride vouchers, midway ticket sheets and Clover Cash are delivered.
- Any additional gate admission tickets, midway ride vouchers, midway ticket sheets and Clover Cash requested as the date of the picnic approaches will be due upon receipt of the merchandise.
- Gate admission tickets, midway ride vouchers, undisturbed midway ticket sheets may be returned for credit if they are delivered to the Fair Office by August 1.
- The parties agree that if the Lessee cancels this contract that any payment made prior to cancellation will be forfeited.

#### Summary:

- By signing this contract, the Lessee, agrees to the terms and conditions set forth in this contract.
- This contract constitutes the entire agreement by and between the parties and there are no oral representations to the contrary.
- This contract may not be amended, unless in writing, executed by the parties and attached to this contract. This contract shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.
- Tenant shall indemnify and hold Landlord harmless from and against any and all claims, expenses, damages, Judgments, or costs of any type and nature whatsoever, including reasonable attorney's fees, incurred to defend any claim arising out of any negligence caused in part or entirely by an act or omission to act by the Tenant.
- Landlord shall indemnify and hold Tenant harmless from and against any and all claims, expenses, damages, Judgments, or costs of any type and nature whatsoever, including reasonable attorney's fees, incurred to defend any claim arising out of any negligence caused in part or entirely by an act or omission to act by the Landlord.