

Sauk County Agricultural Society, Inc.

PO Box 467 Baraboo, WI 53913

608-356-8707

www.saukcountyfair.com

info@saukcountyfair.com

RENTAL AGREEMENT

THIS AGREEMENT, dated this February 18, 2024, is made between the Sauk County Agricultural Society, Inc. of Baraboo, Wisconsin, known as the Sauk County Fair Board, (Owner of the fairgrounds), and
(Renter name) Sauk County Land Resources & Environment /Melissa Schlupp
Phone 608-963-3428
Address 505 Broadway.
City, State, Zip Baraboo, WI 53913.
Email address melissa.schlupp@saukcountywi.gov wherein the terms stated below are agreed upon.

Owner agrees to allow the use of the Front East 1/3 of Horse Barn
Buildings(s) and bathrooms for the purpose of Sauk County Tree Sale Distribution
Date of Event April 29, 2024-May 3, 2024
The time and date of the Event is: Setup on April 29, 2024.
Event from 7 am to 3 pm on Date: April 29, 2024-May 3, 2024.
Renter shall vacate premises by 6 pm on Date: May 3, 2024.

INSURANCE: Renter shall obtain a policy of liability insurance for the duration of the event described above, naming "Sauk County Agricultural Society, Inc." as an additional insured, and shall provide Owner with evidence of such insurance **prior to** the Event and before key distribution. The policy limits of the insurance shall not be less than \$1,000,000 per person for death or bodily injury.

INDEMNIFICATION: Renter shall protect, indemnify and hold harmless Owner and its agents, directors, officers and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees) incurred or asserted against Owner, except to the extent such claim results from the negligence of Owner, by reason of (a) any accident, injury or death of persons or loss of damage to property occurring on or about the rented premises or resulting from any act or omission of Renter or anyone claiming by, through or under Renter; (b) any failure on the part of Renter to perform or comply with any of the terms of this Agreement; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Rented Premises. The obligations of Renter under this paragraph shall survive the expiration of this Agreement.

FOOD AND BEVERAGE: Arrangements for sale of food and beverages will be made by the Renter. Renter is responsible for obtaining any food or alcohol license and all fees associated with said licenses. No food or alcoholic beverages may be sold by the renter without proof of proper license.

SAFETY AND CONDUCT: Renter agrees to take all steps necessary to ensure that proper safety and conduct is maintained for the duration of the time frame stated in this Agreement. No dogs or animals are allowed in or around the non-barn buildings. Renter and guests may only use the area rented for their event.

PAYMENT: Renter agrees to pay Owner the sum of \$ 333.00 plus 5.5% sales tax (unless a tax exempt certificate is attached) for the above, for the rental period stated within this Agreement. Non-Refundable deposit of 50% of rental amount is required with the signed contract within 15 days of setting the date of the event, to hold the date of your event and will be applied to rental cost. The balance is due prior to the start of the event, and before any setting up for the event.

EAC 02/18/24

~~An additional deposit on a separate check for \$300.00 is required prior to the start of the event, which is a deposit for the clean up of the grounds, buildings, and restrooms used during the Event, and for deposit on key given out for Event, and is refundable upon Owner's approval of the clean up after the Event.~~ Renter agrees to ensure that the grounds, buildings, and restrooms used during the Event are cleaned and returned to their original condition at the end of the Rental Agreement period and shall return all keys. Renter understands that the Owner will inspect the grounds, buildings, and restrooms used during the Event.

Sauk County Agricultural Society, Inc. Alcohol Policy

This policy covers the sale of Beer and Other Malt Beverages covered by the Alcohol License held by the Sauk County Agricultural Society, Inc.

- a) The Sauk County Agricultural Society, Inc. holds an alcohol license for the sale of beer and malt beverages ONLY. No other alcohol that does not fall under our license may be offered; in exchange for donation, for sale or purchase, from any guests, contracted or non-contracted person, group or entity.
- b) Any guests contracted or non-contracted person, person, group, or other entity offering beer or other malt beverages at the Sauk County "Fairgrounds" for sale, or for donation in exchange for alcohol, to any customers for profit or not for profit must abide by these rules for all alcohol transactions.
- c) Beer and Other Malt Beverages may be served to guests in any non-contracted or contracted facility or on the grounds as long as it is complimentary. No money or donations may be given in exchange for the alcohol.
- d) Any event, contracted or non-contracted providing alcohol for sale, profit or not profit must purchase all alcohol. No outside purchase of alcohol may be sold on the fairgrounds for donation or monetary exchange. All events will be required to pay a 50% deposit towards their alcohol purchase, bill from distributor must be paid in full within 15 days of receipt, if not a 10% late fee will be added on by the Sauk County Agricultural Society.
- e) Any beer and malt beverages may only be sold on the fairgrounds for donation or monetary exchange within the John Litscher Pavilion, the Commercial Building, or Pit Area. No other areas on the grounds are approved for the sale of alcohol.
- f) Prior to any sale of alcohol anywhere on the grounds, the person, group or other entity must have appropriate insurance to be able to serve and/or sell alcohol on the grounds including listing the Sauk County Agricultural Society, Inc as additional insured on the policy. The documentation must be presented to the Sauk County Agricultural Society, Inc and approved prior to the event.

Event Specific Rules and Regulations

1. No self-service of alcohol for sale or for donation in exchange for alcohol.
2. Promoter/lessee must provide and identify to Sauk County Agricultural Society, Inc management a person/or

persons over the age of twenty-one that will serve and check I.D.'s

3. All alcohol possessed at an event, must be provided and served by the Promoter/Lessee, his/her designee or a licensed caterer. No alcohol may be carried into an event by a patron of the event.

4. The Promoter/Lessee and or his/her designees involved in serving alcohol cannot consume alcohol while on Sauk County Agricultural Society, Inc's property. The Promoter/Lessee and his/her designee must comply with all applicable alcohol control laws while on Sauk County Agricultural Society, Inc's property.

5. Intoxicated patrons will not be allowed entrance into an event or allowed to remain on Sauk County Agricultural Society, Inc's property.

6. Promoter/Lessee may be required to provide arm bands for patrons wishing to consume alcohol in an event.

7. Sauk County Agricultural Society, Inc certified officers will be assigned to any event approved for alcohol service at the expense of the Promoter/Lessee. Designated officers will be scheduled to be on duty one-half hour prior to the scheduled event start time through one-hour after event end time or until all event attendees have vacated Sauk County Agricultural Society, Inc's property.

Sauk County Agricultural Society, Inc approved alcohol policy 02/18/2022

I agree to abide in accordance with all rules and regulations put forth by the Sauk County Agricultural Society, Inc in exchange for the ability to sell beer and other malt beverages under the alcohol license of the Sauk County Agricultural Society, Inc for any event held at the Sauk County Agricultural Society, Inc's property.

Not Applicable

Signature

date

RULES AND POLICIES: The following Rules and Policies are made part of this Agreement and Renter shall comply with the same. Renter's failure to observe any rule or policy shall constitute a breach of this Agreement:

A. Sauk County Agricultural Society, Inc. reserves the right to inspect, regulate and control all private functions in accordance with established law. Private functions include but are not limited to: parties, meetings, lectures, banquets, receptions, expos, auctions, and sales of any kind. Liability for any damage to the premises will be charged to the representative making the arrangements for the actual repair or replacement cost.

B. To help us maintain the condition of the facility, we ask that confetti, nails, or tacks not be used in your decoration plans. (We suggest poster putty and/or command tape/hooks.) Candles are to be contained and we do not allow candelabras. All decorations, gifts and personal property, etc. must be removed at the completion of the event by customer or his/her appointee/designee. The customer agrees to be responsible for excessive cleaning necessitated by or any damage or harm done to the premises, or operating equipment.

C. Sauk County Agricultural Society, Inc. shall not be responsible for the damage or loss of any personal items placed in our facility, or anywhere on our grounds, prior to, during or following your event. This provision does not apply to loss or damage caused by negligent acts or omissions of the Sauk County Agricultural Society, Inc., its employees or agents.

D. Sauk County Agricultural Society, Inc. DOES NOT accept debit or credit cards. Checks or money orders should be made payable to "Sauk County Agricultural Society, Inc.". There is a \$35.00 service fee for return checks with insufficient funds.

E. Prices quoted are subject to 5.5% sales tax. If you are tax exempt, a copy of your tax-exempt certificate must be submitted prior to the function.

F. All entertainment must end at midnight.

G. Any open fires must be adequately away from buildings (not in any buildings) and in an above ground fire pit, must be continually monitored, and must follow all city of Baraboo ordinances.

H. Fire Exits-Exhibits and displays cannot block any marked fire exit doors, extinguishers, or hallways.

I. All WI Seller's Permits or Raffle Licenses are the responsibility of the Renter.

J. The Sauk County Agricultural Society, Inc. may rent other buildings or portions of the fairgrounds during your rental period.

ADDITIONAL EXPENSES: (fill in amount for the services required)

Total \$ N/A

N/A \$150.00 per Dumpster for trash removal if used

Additional Expenses

N/A \$35.00 Sign(non-profit) \$55.00 (profit) Rental per week up to Event

N/A \$50.00/hour charge for setup or clean-up of tables/chairs

N/A \$100.00 Placement and usage of large stage

N/A \$100.00 Table and Chair Rental for above buildings

N/A \$50.00 Restroom Cleaning; per set of one woman one men restroom.

N/A \$5.00 Orange Fence per 7" x44 "section


N/A \$25.00/night Full Camper Hook Up/camper with approved rental of building per night

N/A \$ Animal Waste & bedding disposal per qty of animals, based on our contracted cost for disposal.

N/A Portable Toilets, if needed will be an additional charge based on the amount charged by the company providing the portable toilets.

N/A Sound Systems- The commercial building has a speaker system with a mic that plugs into the East wall, you may use this. If you desire to have a sound system in the other buildings or a different system in the commercial building, these charges are not included in this contract. Ask for details concerning the company that facilitates the sound system for us, you are responsible for contacting and paying any charges that you incur for sound systems. We do not own the sound system equipment in the other buildings, and you must make your own arrangements, with that private party company, to use any of that system.

Please call the Fair Grounds Office, at 608-356-8707 to arrange to pick up keys before event.



Sauk County Agricultural Society, Inc. Representative

02/18/24

Date

Renter Representative

Date

Print Representative Name Melissa Schlupp

Please sign, date and return 1 copy with deposit payment.

Security deposit and proof of insurance will be required before key is distributed to renter.

Total Due

\$ 333.00 Building Rental Fee

\$ tax exempt Tax 5.5 % Sales

\$ 333.00 All Total before garbage

\$ _____ Add Garbage

\$ _____ All Total

\$ 0 due with signed contract within 15 days of receiving.

\$ 333.00 due with separate \$300.00 security deposit, and proof of event insurance prior to rental.

\$ Not needed Deposit Paid. Date _____ Chk _____