

FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on _____ between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, PO Box 70, Cheboygan, Michigan 49721 ("County") and _____ whose address is _____.

_____ For-profit Organization

_____ Non-profit Organization

In consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. DESCRIPTION

The County hereby agrees to allow Event Holder to use the Cheboygan County Fairgrounds, including the following buildings and areas: _____ (the "Property") for the following period: _____ (the "Event Period").

2. POSSESSION AND USE OF PROPERTY

Event Holder may only use the Property during the Event Period for the following purpose(s): _____

3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of(\$ _____) for the use of the Property no less than four (4) weeks prior to the date of the Event Period. Provided, however, at the time this Agreement is signed the Event Holder shall pay to the County a non-refundable deposit equal to 25% of the fee specified herein, or \$100.00, whichever is greater. The Event Holder shall be given a credit toward the payment of the fee specified herein in the amount of the deposit paid.

4. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by the Event Holder.

5. REPAIR AND MAINTENANCE

Event Holder shall leave the Property in the same condition as the date that the Event is held.

6. IMPROVEMENTS

Event Holder shall not make any improvements to the Property unless it is approved in advance by the County Administrator in writing. The decision whether or not to

authorize any improvements shall be by the County Administrator in the exercise of his or her absolute discretion. If any improvements are authorized by the County Administrator, the improvements shall be done at the expense of the Event Holder and under such conditions as shall be set by the County Administrator.

7. FAIRGROUNDS USAGE & FEES POLICY

The Event Holder hereby agrees to fully comply with the terms and conditions of the Cheboygan County Fairgrounds Usage & Fees Policy, attached hereto and incorporated herein by reference.

8. INSURANCE

No less than eight (8) weeks before the Event Period begins the Event Holder shall provide to the County a certificate of insurance coverage meeting the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy. Notwithstanding the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy, the County Administrator, in consultation with the County's insurance provider, shall have the authority to require additional insurance coverage or higher liability limits based on the specific event to be held. Any such additional coverage or higher liability limits shall be specified in writing, signed by both parties, and attached to this Agreement.

9. INDEMNIFICATION

The Event Holder shall indemnify and hold harmless the County, the Cheboygan County Fair, and their officers, agents, employees, volunteers, insurance companies, successors, and assigns for any claims made or damages in any way arising from Event Holder's use of the Property, violation of this Agreement, or violation of the Cheboygan County Fairgrounds Usage & Fees Policy, including the costs of any litigation or other legal proceeding and reasonable attorney's fees. This provision shall apply to any claims by the Event Holder, its agents or any third party.

10. MISCELLANEOUS

- a. The Property shall not be used for any unlawful purpose.
- b. The Event Holder shall abide by all state and local laws in respect to the operation of the activities authorized in Paragraph 2 above on the Property and in respect to the manner in which it uses the Property.
- c. The Event Holder acknowledges that it has examined the Property prior to the execution of this Agreement, or has had an opportunity to do so, and that it knows the condition thereof. The Event Holder acknowledges that all representations as to the condition of the Property or the state of repairs thereof have been made by the County or its agent. Any representations regarding the Property are only set

forth in this Agreement and the Cheboygan County Fairgrounds Usage & Fees Policy. The Event Holder specifically accepts the Property in its present condition at the date of the execution of this Agreement and accepts the Property as being suitable for the activities authorized in Paragraph 2 above.

- d. This Agreement has been approved in advance by the Event Holder, and the Event Holder has or has had the opportunity to review this Agreement with legal counsel. If the Event Holder is a corporation, limited liability company, or other legal entity, its execution of this Agreement has been approved in advance in accord with its bylaws or organizational documents, and the party executing on behalf of the Event Holder has the legal authority to do so and to bind the Event Holder.
- e. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force or effect.
- f. This Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

By: _____

Its: Chairperson of the Cheboygan
County Board of Commissions

EVENT HOLDER:

Signature

Name: _____

Address: _____

Phone: _____

Cell: _____

Email: _____