



## RENTAL POLICIES

**Premises:** Landlord, in consideration of the rental payments provided in this agreement, rents to Tenant:  
(Building(s) or Grounds)

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Premises located at The Woodbury County Fairgrounds in Merville, IA.

**Furnishings:** Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term. A damage deposit will be required (see below) and will be returned to Tenant upon completion of lease term and only if all items are in a condition as good as the condition at the beginning of the lease term.

**Possession:** Tenant shall be entitled to possession on the first day of the term of this agreement, and shall yield possession, to Landlord on the last day of the term of this agreement, unless otherwise agreed by both parties in writing.

**Use of Premise:** Tenant may use the Premises for:

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The Premises may be used for other purposes only with written consent of the Landlord. Tenant must provide a map of Premise usage and an event plan.

**Maintenance:** Tenant shall have the responsibility to maintain the Premises in good repair at all times and to leave it in the condition it was in when the lease began.

**Access by Landlord to Premises:** Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the Premises to prospective tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

**Liability:** The Woodbury County Fair will not be responsible for injury to person or property arising out of the acts or omissions of the renter, the members of its organization or its guests.

**Property Insurance:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located in/on the Premises.

**Indemnity Regarding Use of Premises:** Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises. Tenant agrees to pay a damage deposit equal to the rental amount. Both rental fee and damage deposit are due upon signing of this agreement.

**Dangerous Materials:** Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a respectable Insurance Company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**Defaults:** Tenants shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's default.

**Arbitration:** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgement granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

**ENTIRE AGRREMENT/AMENDMENT:** This Rental Agreement contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the agreement.

**SEVERABILITY:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Rental Agreement.

**CUMULATIVE RIGHTS:** The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law.