

**Cullman County Fair Association, Inc.
Fairground Lease Agreement**

An agreement, made _____ 201_____, between the Cullman County Fair Association, Inc., the Lessor, and _____, the Lessee.

Lessor grants to Lessee use of the following buildings and/or areas at the Cullman County Fairgrounds, hereinafter called the Premises, located on Sportsman Lake Road in the City of Cullman Alabama:

Building(s): _____

External Area(s): _____

1. The term of this agreement shall be for _____ day(s), commencing on _____ 201_____ and ending on _____ 201_____.
2. Lessee shall pay to the Lessor a rental sum of \$_____ plus \$_____ security deposit for use of Premises.
3. In the event of cancellation, rental refund is at the discretion of the Lessor.
4. The security deposit will be returned less cost of any material provided by the Lessor, cleanup or repair expenses.
5. Lessee shall accept the Premises in its present existing condition and return them in the same condition including pickup and disposal of all trash generated resulting from use of the Premises.
6. This agreement includes the day the Premises are used by Lessee for setup and the day of removal of all items with Premises cleaned.
7. Lessee shall provide a certificate of insurance proving insurance for bodily injury, death or property damage occasioned by reason of the operations conducted by the Lessee on the Premises with a minimum liability limit of \$1,000,000 for any one-person bodily injury, death or property damage occurrence.
8. All vehicles shall be parked outside the fenced grounds except during setup and removal unless otherwise agreed.
9. Lessee shall comply with all applicable City, County, State and Federal taxes and laws.
10. Lessee shall hold Lessor harmless from and shall defend and indemnify Lessor from and against all liability from injuries to, or death of persons, or damage to property arising from activities under this agreement, including losses predicated on active or passive negligence of the Lessor.
11. Lessee shall give Lessor prompt notice of any claims coming to its knowledge that in any way directly or indirectly affect the Lessor. Lessor shall have the right to participate in the defense of such claim to the extent of its interest. Lessee shall give Lessor notice of settled claim(s) instituted against Lessee wherein the liability has been fully covered by the insurance maintained under the provisions of this agreement.
12. Only Coca Cola bottled beverages and/or signage shall be consumed or used on the Premises or parking areas.
13. The Premises are a tobacco and alcohol free facility.

Amount received: \$_____ Deposit Amount Refunded: \$_____ Refund Date: _____

For Cullman County Fair Association Inc: _____

For Lessee: _____ Printed Name: _____

Lessee Address: _____

Lessee Phone: _____ Fax: _____

Email _____