

Ontario County Fairgrounds Facility Rental Contract



Application Date: _____

Renter's Name: _____ Is this also the main Contact person? _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail Address: _____

Event Date(s): _____ Estimated # of Attendees: _____

Description of Event: _____

Event Hours: _____ Time In: _____ Time Out: _____

Building(s) Requested: _____

Rental Space Fee: \$ Price includes: _____

50% **Non-Refundable** Down Payment of \$ is due with this signed contract.

Make check payable to: **Ontario County Agricultural Society**. Payments may also be made by MasterCard or Visa using Square, with a 3% service charge. We will set this up if you prefer to pay this way.

Remaining balance of Rental Space Fee: \$ + Damage Deposit: \$

Balance of Contract: \$ is due on [Click to enter a date](#). (30 days prior to your event)

DEPOSITS/PAYMENTS/LOSS OF DEPOSITS

This signed contract and a *non-refundable* **Down Payment** of 50% of your rental cost must be received to reserve your date(s) and time(s). Your down payment will be applied to the balance of your event at full value. The balance of your rental fee is due thirty (30) days prior to your event. Any additional costs that we may manage, such as rental equipment, special arrangements, or catering, are due seven (7) days prior to your event. No terms are implied or granted, and no preparations will be allowed to commence until full payment is received. If your event is cancelled or terminated prior to its conclusion for any reason, such as, but not limited to, failure to adhere to rules listed below or an act of nature such as labor strikes, fire, flood, weather, restrictions upon travel or any causes beyond our control, no portion of the event costs paid will be refunded to renter.

Additionally, a *refundable* **Damage Deposit** must also be received with the balance of the rental space fee. The amount of Damage Deposit will be based on the size of your event. Damage deposits will be returned within thirty (30) days following your event, less any deductions for damages or failure to remove trash, debris or equipment, unless previously arranged.

RENTAL SPACE FEE

Fee charged gives you exclusive use of the space contracted for your event, which will include time before and after the actual event for set up and clean up. Availability times will vary based on the size of your event and other events going on. Some tables and chairs are available, and details can be discussed.

CONDUCT

Renter and guests shall use the premises in a considerate manner at all times. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. Physical violence or drug use will not be tolerated and will be cause for immediate expulsion of anyone involved. No smoking is allowed inside any buildings. During events serving alcohol, alcoholic beverages must not be taken off the grounds. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Excessive drinking or underaged drinking will not be tolerated and will be grounds for expulsion from the premises and conclusion of the rental period.

INSURANCE

Special Event Liability Insurance is required of all renters and is due no later than thirty (30) days prior to your event. The insurance must, at the renter's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring the Ontario County Agricultural Society (OCAS) agents, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including accessories to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. **Please name Ontario County Agricultural Society as an additional insured of said policy**, to be in place for the duration of the event, including the period of set up and clean up. The address is 2820 County Road 10, Canandaigua, NY 14424.

If complimentary alcohol is being served at the event your policy must include Host Liquor Liability coverage. This coverage should protect you and OCAS against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Usually this can be added to your Special Event Liability policy. Please let us know if you plan to SELL alcohol at your event, as this will require a more involved Liability policy.

CATERING STANDARDS

All food served at an event must be produced by a licensed catering company, and all caterers must be approved by the Ontario County Agricultural Society (OCAS) management. Any caterers and/or outside vendors, companies, and/or institutions must provide a certificate of insurance, evidencing General Liability, and Liquor Liability coverage if they are responsible for serving alcohol, as well as a copy of their Cater License to OCAS management, naming OCAS as additional insured, and should be submitted to Eileen Kennedy at least fourteen (14) days prior to your event by mail or email.

Limited catering facilities are provided on site, and food should be brought in ready to serve. A refrigerator/freezer is available, as well as one 6' stainless steel prep table and a 3-bay sink. No oven or microwave is provided.

SITE DECORATIONS

OCAS wants to make every event here a special and welcoming experience. Therefore, every effort will be made to allow renters to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on walls, floors or ceilings. Glitter or foil (non-paper) confetti is not allowed on site. Only low tack tape is allowed on walls, floors or ceilings. Any damage noted will result in a deduction of your damage deposit or may be charged to you after your event.

LIVE MUSIC/DJs/NOISE

Please be aware that the premises are located in a residential area and therefore neighborhood noise regulations apply. In the event the renter’s event creates a disturbance due to high noise volume, OCAS has full authority to ask the renter, DJ or live music presenter to turn the entertainment down and/or off. If the offending noise persists, renter may be expelled from the premises, or the noise will be ended. The renter will also be solely responsible for any fines or fees associated with noise ordinances. Loud music must end by 10 pm during weeknights (Sunday through Thursday) and by 11:00 pm on weekends (Friday and Saturday).

CLEANING, TRASH & EQUIPMENT REMOVAL

Fairground facilities will be in a clean condition prior to your event. Within two (2) hours following your event, you are required to return all spaces used, both inside and outside, including restrooms, to the same clean condition in which they were found. All trash, recyclables and any food and beverages must be removed from the property. This includes any tape used on walls, floors or ceiling. Failure to clean and remove all items will result in a deduction of your damage deposit and could result in the denial of future facility use.

All equipment must be removed immediately following your event. This includes anything belonging to renter, caterer, musicians, etc. hired by applicant. Any items left overnight or beyond normal load-in/load-out times are not the responsibility of OCAS. Your rented facility will not be open the following day for you to pick up any items, unless previously arranged for a holding fee.

LIABILITY

Renter agrees to indemnify, defend and hold OCAS, its officers, members and/or agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, included but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees and agents of alcoholic beverages at OCAS.

In the event OCAS, its officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay OCAS, its officers, members and/or agents, all reasonable attorney fees, court fees, and cost of suit incurred by OCAS including all collection expenses and interest due.

I, the Renter, understand and agree to comply with all the terms of this contract and to the forfeiture of any and all down payments, deposits and fees at the OCAS’s discretion. I further agree to hold harmless the Ontario County Agricultural Society and its officers, members and/or agents to the fullest extent permitted by law from and against all claims, suits, liens, judgements, damages, losses and expenses including reasonable legal fees and costs arising from the use of these facilities.

Renter/Contact’s Name (Printed): _____

Renter/Contact’s Signature: _____ Date: _____

OCAS Representative Signature: _____ Date: _____

Once your application has been approved, you will receive a signed copy.

Mail Contract and check to: Eileen Kennedy, 4975 Canandaigua Farmington Twln. Rd., Canandaigua, NY 14424