

FACILITIES RENTAL AGREEMENT

GEORGIA, DOUGHERTY CO.:

The undersigned, _____, hereinafter referred to as "Lessee" does hereby rent and lease from The Exchange Club Fair of Southwest Georgia, Inc., hereinafter referred to as "Lessor", for purposes of _____, the grounds and building designated herein of The Exchange Club Fair of Southwest Georgia, Inc., located at the intersection of Oakridge Drive and Westover Road, in Albany, Dougherty County, Georgia, which lease specifically includes the following facilities:

See Exhibit "A" attached hereto and incorporated herein by reference.

The term of this lease shall be from _____ o'clock __m on the _____ day of _____, 200__ until _____ o'clock __m on the _____ day of _____, 200__.

Lessee agrees to pay to Lessor the sum of \$_____ as rent, for the term, to be paid one third at the time of signing this Rental Contract, which third shall be considered a Reservation Fee, with the entire balance due and payable on or before _____. No reservation will be accepted without a Reservation Fee of one-third of the total rental amount. In the event of a cancellation, Reservation Fees may be funded if written notice of the cancellation is received by Lessor at least 30 days prior to the proposed commencement date of the event for which the facility is rented. Notice must be sent by mail to the above address. There will be no refunds for cancellations by telephone or for cancellations occurring less than thirty (30) days prior to the event date.

The lessee hereby agrees to hold lessor harmless from any loss that may be suffered by the lessee during the period of this rental agreement by reason of fire, theft, rain or by reason of any occurrence whatsoever. The lessee hereby agrees to provide evidence of general liability insurance in the minimum amount of \$1,000,000.00, which policy shall cover all risks that may exist in connection with the planned use and shall list as an additional insured the Lessor. It is expressly understood between the parties that Lessor shall not be responsible for any loss arising from any cause whatsoever that the Lessee herein may suffer by reason of the occupancy of said facility by Lessee except such loss as result from personal injury or damage resulting directly from the actionable negligence on the part of the lessor. The insurance certificate required above must be received my Lessor at least ten (10) days prior to the commencement date of the occasion for which the facility is rented. Failure to receive the insurance certificate by the date set forth above shall constitute grounds for termination of the rental agreement by Lessor and forfeiture of all Reservation Fees.

As a further condition of this rental agreement, the Lessee agrees to maintain the facility in a clean and attractive manner for the duration of the rental period. Lessee further agrees to promptly vacate the premises at the conclusion of the rental term and to leave the facility in the same condition as when rented. **NO PHYSICAL ALTERATIONS OR MODIFICATIONS OR CONSTRUCTION MAY BE PERFORMED BY LESSEE WITHOUT EXPRESS WRITTEN CONSENT OF LESSOR.**

A **CLEAN UP & TRASH DISPOSAL** deposit in the amount of \$ _____ must be paid at the time of final payment of the rental fee. If Lessee cleans the premises to the same condition as when the rental period began, the clean up deposit shall be refunded except for that portion necessary to cover the cost of trash disposal. The trash disposal charge may be waived if Lessee provides its own dumpster through an approved waste disposal service. All clean up and trash disposal deposits are forfeited if the clean up is not satisfactorily accomplished within 48 hours as set forth herein.

Lessee agrees that the premises rented herein will not be used for any illegal purposes and that Lessee, his employees, members or volunteers, will comply with all Federal, State, County and municipal laws, regulations and ordinances, and, that Lessee will take every reasonable precaution to insure that all invited guests comply with all such laws or ordinances.

In the event the undersigned desires to bring a live-in type camper or travel trailer onto the premises, there shall be paid additional rental charge of \$ _____ per day. The Lessee shall also provide evidence of adequate insurance coverage for all such trailers or vehicles brought onto the premises. In the event such trailers are brought onto the premises and connect to Lessor's utility connections Lessee shall also be responsible for any additional charges assessed for electrical or other utility usage incurred as a result of Lessee's use.

This agreement entered into this _____ day of _____, 200__.

The Exchange Club Fair
of Southwest Georgia, Inc.
Lessor

Lessee

By: _____

By: _____

Telephone: _____

Address: _____

The Exchange Club Fair of Southwest Georgia, Inc.
810 South Westover blvd.
P.O. Box 72272 · Albany, GA 31708-2272
Phone: (229) 436-8827

Exhibit "A" - Facilities Rental Agreement

FACILITY

	<u>Fee</u>		<u>Days</u>		
B1 <input type="checkbox"/> Exchange Club Dining Hall	_____	X	_____	=	_____
B2 <input type="checkbox"/> Exhibit Building w/ Rest Room	_____	X	_____	=	_____
B3 <input type="checkbox"/> Bill Buntin Building	_____	X	_____	=	_____
B4 <input type="checkbox"/> Sheltered Livestock Arena	_____	X	_____	=	_____
B5 <input type="checkbox"/> Ticket Booths	_____	X	_____	=	_____
B6 <input type="checkbox"/> Ticket Booths	_____	X	_____	=	_____
B7 <input type="checkbox"/> McDonald Exhibit Building	_____	X	_____	=	_____
B8 <input type="checkbox"/> Fair Offices	_____	X	_____	=	_____
B9 <input type="checkbox"/> Bar-B-Que Pit Shelter	_____	X	_____	=	_____
B10 <input type="checkbox"/> Parking Lot Office w/ Rest Room	_____	X	_____	=	_____
R1 <input type="checkbox"/> R2 <input type="checkbox"/> R3 <input type="checkbox"/> Rest Rooms	_____	X	_____	=	_____

Total Facilities Fee \$ _____

GROUNDS

P1 <input type="checkbox"/> P2 <input type="checkbox"/> P3 <input type="checkbox"/> P4 <input type="checkbox"/> P5 <input type="checkbox"/> P6 <input type="checkbox"/> P7 <input type="checkbox"/> Parking Lot	_____	X	_____	=	_____
F1 <input type="checkbox"/> Fair Midway Field	_____	X	_____	=	_____
F2 <input type="checkbox"/> Open Field	_____	X	_____	=	_____
F3 <input type="checkbox"/> Open Field	_____	X	_____	=	_____
F4 <input type="checkbox"/> Main Fair Entrance	_____	X	_____	=	_____
F5 <input type="checkbox"/> Open Field	_____	X	_____	=	_____

Total Grounds Fee \$ _____

Rental Discount \$ _____

TOTAL FACILITIES & GROUNDS FEES & DISCOUNT \$ _____

Reservation Fee (1/3) of Total Rental Fee \$ _____

BALANCE DUE - FACILITIES & GROUNDS \$ _____

DEPOSITS REQUIRED

Clean-up & Trash Deposit (due at signing) \$ _____

Combination Lock Deposit - quantity _____ x \$ _____ = \$ _____

Utility Deposit - rate per hour _____ x \$ _____ = \$ _____

TOTAL DEPOSITS \$ _____ \$ _____

DUE TEN DAYS PRIOR TO USE - TOTAL RENTAL AND DEPOSITS \$ _____

Accepted this _____ day of, 20____ by:

Print Name (_____) Phone Number

Lessor - The Exchange Club Fair of S.W. Georgia, Inc.

Lessee