

Occupancy Contract For Baker County Fair Commercial Building (Appendix A)

This contract made at Macclenny, Baker County, Florida, this _____ day of _____ 2024, by and between the Baker County Fair Association Terrenia Staier, (Representative), Parties of the First Part, and Party of the Second Part.

WITNESSETH: The parties hereto do mutually covenant and agree as follows:

1. The Parties of the First Part agree to convey usage at a charge to cover expenses to the Party of the Second part the following described premises belonging to the Baker County Fair Assoc.

Commercial Building

From: ____ (am,pm) on the ____ day of _____, 2024,
To: ____ (am,pm) on the ____ day of _____, 2024.____

for the purpose of _____ Party or _____ event._____

2. The Party of the Second Part agrees to pay to the Baker County Fair Assoc. (check(s) should be made out to same) as a usage charge to cover expenses on the above described premises the sum of \$738.50. This includes the 5.5% sales tax each day of event with AC, **PLUS \$105.50 per day for each setup day for public event, if needed**, payable as soon as possible. Arrangements for extra setup days must be made in advance of the rental. Cancellation of a contract by the party of the Second Part within two weeks of the specified time of use will result in the forfeit of the fee to the Baker County Fair Association. The party of the Second Part further agrees to set up whatever tables, chairs, etc., that will be needed for that activity. Party of the Second Part agrees to return the above described premises (building and grounds) to the Parties of the First Part in the same condition as they were in at the beginning of this contract period. Inspections of premises shall be made by a representative of each party before and after use to determine defect(s) and/or damage(s). If party of the Second Part fails to appear at designated check out time, a \$500.00 fee will be charged before deposit is returned. **ANY COST OF REPAIR FOR DAMAGES WILL BE BORNE BY PARTY OF THE SECOND PART.**
3. The party of the Second Part agrees to pay to the Baker County Fair Assoc. a deposit(check(s) should be made out to the sum of \$500.00, payable at the time this contract is issued and signed. This deposit will be refunded provided the building and grounds have been cleaned and are in the same condition.
4. The Party of the Second Part agrees to be completely responsible for any and all damages done to the above described premises, other than normal wear & tear, during the period covered by this contract. The Party of the Second Part shall not be responsible for any damages caused by force of nature. **The Party of the Second part shall indemnify the Baker County Fair Assoc. and County for any and all liability for personal injuries, property damage, or for loss of life, or property resulting from, or in any way connected with, the condition, or use of the premises covered by this contract, or any means of ingress thereto or egress there from except liability for personal injuries, property damages, or loss of life, or property caused solely by the negligence of the County.**
5. The State of Florida has mandated that all rentals are required to obtain a 5.5 percent sales tax. This will be added to the total of the rental price.

IN WITNESS HEREOF THE PARTIES HEREUNTO HAVE SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

PROOF OF INSURANCE _____ YES _____ NO _____ N/A
DATE DEPOSIT PAID NO CHARGE _____ Rec'd by: _____
HOW PAID - CASH _____ CHECK # _____
DATE RENT PAID NO CHARGE _____ Rec'd by: _____
HOW PAID - CASH _____ CHECK # _____
TIME TO BE OPENED _____ CLOSED _____
KEY# _____ DATE ISSUED _____ RETURNED YES _____ NO _____
DEPOSIT RETURNED YES _____ NO _____ DATE REFUNDED _____
COMMENTS:
ACKNOWLEDGMENT (Signature and Date by RENTER)

PARTIES OF THE FIRST PART

Baker County Fair Association

Terrenia Staier

Approved by (Representative)

PARTY OF THE SECOND PART

(Signature) _____

Address: _____

City: _____

ST: _____ Zip: _____

Home Phone: _____

Work Phone: _____

Email: _____

Rules of Operation for the Baker County Fair Auditorium

1. The Baker County Fair Assoc. is responsible for the building, grounds, and their uses. The building is rented in "as-is" condition. The Fair Assoc will not make any repairs or upgrades for any event. NOTE: Events should maintain noise levels commensurate of the neighborhood and shall cease operations at midnight the day of the event.

2. Charges: _____ (Initial's Required) \$500.00 deposit / \$738.50 for each day of event fee PLUS \$105.50 for 1 setup day
Note a 5.5% tax will be charged unless a copy of the tax-exempt certificate is provided at time of contract signing

**Deposit will be refunded only if building is clean and no rules are broken.*

3. Building will be used on a first come/first serve basis. Anyone wanting to use the building must schedule it through the Baker County Fair Assoc., sign a contract and pay a deposit and/or fee to cover expenses. Deposit is due when contract is signed. All other fees must be paid two weeks prior to event date.
4. **There shall be no glue, tape, tacks, putty, etc., attached to the walls or ceiling inside or outside the building. All damages to the auditorium or any equipment that is in the auditorium must be covered or replaced by the person(s) signing the contract.**
5. **THERE SHALL BE NO ALCOHOLIC BEVERAGES SOLD, DISTRIBUTED, OR CONSUMED ON THE PREMISES. This will be enforced by County Ordinance #98-15 which carries a \$500.00 fine and maximum 1 year in jail for violations in addition to loss of deposit.**
6. Custodian shall be responsible for opening and closing the building when it is being used by outside parties.
7. Failure to comply with any rules and/or the contract may result in restriction from use of Baker County Property for any further activity by you and/or your organization.
8. **Insurance Requirements - All events require a certificate of general liability insurance for a State of Florida licensed company naming the Baker County Fair Association & Baker County Board of County Commissioners as an "additional insured" in the amount of \$1,000,000.00. Certificate must be provided at the time of contract signing. The event may be added as a rider to the fair's insurance policy and arrangements for this option MUST BE MADE IN ADVANCE OF THE EVENT.**
9. **CLEANUP:**
 - A) Maintenance – Users/Occupants will leave the structure and grounds in the same condition as when their use began. Any cost for repair of damages will be borne by the user/occupants. Inspection of the structure and grounds will be made by the county's representative before and after usage to determine the need for repairs caused by the use.
 - B) **Cleanup – Users/Occupants shall return the facility to the same condition it was in at the time their use began. This cleanup shall include the following:**
 1. **Stacking tables and chairs in original location.**
 2. **Sweeping auditorium, kitchen, men's and women's bathroom floors.**
 3. **Clean toilets and make sure all are flushed.**
 4. **Remove all garbage from building and place in outside dumpster.**
 5. **Pick up trash on outside of building.**
 6. **Remove all decorations.**
 7. **Placing any items belonging to the Baker County Fair Association in their original location(s).**
 - C) Deposit - If any Rules of Operation have not been followed, the deposit **WILL BE FORFEITED**. This will be in addition to any maintenance and repair costs which will be charged to user/occupant for any damage done to the facility.
11. **SUPPLIES:**

Users/Occupants are responsible for providing their own bathroom supplies as well as garbage bags.

I have read the Rules of Operation governing the Baker County Fair Grounds and do hereby agree to abide by them.

SIGNED _____

DATE: _____

Please mail or e-mail contract and deposit to below name and address:

Rental Contact: bakercountyfair@gmail.com

Terrenia Staier (904-453-9377)

4397 South CR 229

Glen St. Mary, FL 32040

Baker County Fair Association

PO Box 492

Macclenny, FL 32063