

Request for Use of Grounds and/or Facilities

1. Date of Application: _____
2. Name of Individual making request: _____
Phone #: _____
Address: _____
3. Group represented: _____
4. Facilities Needed: _____ Livestock Barn _____ Pavilion
 _____ Grounds Area _____ Stage
 _____ Exhibit Building _____ Arena
 _____ Farm Credit Building

NOTE: A concerted effort is made to keep the Agricultural and Natural Resource Complex grounds and facilities clean and in order. Although the grounds area is periodically mowed, the mowing schedule does not always coincide with facility use. If grass height becomes an issue, it will be the responsibility of the individual or group using the facility to either mow or have someone else mow the grounds area. The cost of mowing in this instance will be considered a user expense and will not be deducted from the scheduled rent fee.

5. Purpose (Explain the need for facility or nature of intended use): _____

6. Approximate number to attend: _____
7. Date(s) facility needed: _____
8. Grounds and/or facilities will be cleaned by (date/time): _____
9. PAYMENT REQUIRED: Deposit _____ Rent: _____
10. During the above specified period, I (we) accept the personal liability of all members and guest on or near the Rhea County Agricultural and Natural Resource Complex. I certify that I have read, understand and agree to abide by all rules and/or constraints set forth in this contract.

Signed: _____

(Must be signed by an individual or group representative assuming responsibility for contractual agreement)

Phone: _____

Address: _____

NOTE: A certificate of Insurance evidencing the required liability coverage for given events and activities must be provided; otherwise, groups or individuals requesting use will not be given access to the grounds and/or facilities.

Rhea County Agricultural and Natural Resource Complex

Evansville, Tennessee

AGRICULTURAL COMPLEX POLICY

The Rhea County Agricultural and Natural Resource Complex is a public owned facility. Being procured and built from public funds, the facilities are subject to all public laws, rules and regulations governing public property. Management and administration of the facilities have been delegated to the UT Extension office by the Rhea County Commission.

The primary purpose of the facilities is for the advancement of educational programs and activities of the agricultural and agribusiness community in Rhea County. Programs and activities for this purpose have priority over any other considered for the Agricultural and Natural Resource Complex. Programs and activities sponsored by the UT Extension office are not subject to the normal schedule used for rent payment.

Groups and organizations or individuals that have contributed to the improvement of the Agricultural and Natural Resource Complex (\$500 in donations or 40 hours or more in volunteer hours for the year prior to the request) may use the facility at no charge. A list will be compiled by the UT Extension office and the Rhea County Fair Association and will be maintained at the UT Extension office. Individuals and/or group names must be on this list or a rental fee will be required. The individual or group who donated the time or money MUST be the one to complete the rental agreement. A damage/key/cleaning deposit will be required for use of the facilities in these instances.

Non-profit organizations may request use of the grounds and/or facilities. Typically, a fee will not be required but will be evaluated on a case by case basis. However, donations are appreciated as there is an expense associated with the use of water and electricity at the facility. A damage/key/cleaning deposit will be required for use of the facilities in these instances. Certain insurance requirements may also need to be met. This also applies to groups and/or individuals wishing to hold benefits for medical expenses or personal losses.

The facilities are available to all eligible persons regardless of age, race, color, national origin, sex, disability, religion or veteran status. However, they will not be used by any organization that would put the public in competition with private business. If questions arise concerning eligibility of use for a specific activity or group, they will be referred to the UT Extension Ag Committee for resolution.

RULES AND/OR CONSTRAINTS REGARDING USE OF AGRICULTURAL COMPLEX AREA

1. UNDER NO CIRCUMSTANCE WILL ALCOHOLIC BEVERAGES BE PERMITTED ON THE PREMISES.
2. Youth must be supervised by adults at all times.
3. Where the situation warrants, special individual or group contracts will be prepared in lieu of the standard contract used.
4. The Extension Director, or his representative, reserves the right to visit/inspect the grounds and/or facilities during any scheduled rental period.
5. Before the deposit will be returned, the individual/groups must complete the "Checklist for Ag Center Rental" immediately following the event and must meet the satisfaction of renting agency. A loss of the deposit will be incurred if those standards are not met **AND** clean-up will be hired and its cost charged to the responsible individual/group.
6. Individuals associated with management/supervision of the grounds and/or facilities WILL NOT ACCEPT responsibility for items left following an event or activity.
7. Individuals and/or groups renting the grounds and/or facilities agree that no changes will be made to existing facilities. Damages resulting from use of facilities, regardless of circumstances, will be the responsibility of individual or group using said facility.
8. Individuals and/or groups must comply with terms listed under 'FEE SCHEDULE' section of this document. Also, they must agree to pay any unexpected costs (i.e., those resulting from facility damage, returned checks, cleaning charges, etc.) which result from facility use.
9. **ANY VIOLATION OF THIS CONTRACT WILL PROHIBIT FURTHER USE OF THIS FACILITY.**

PROCEDURE FOR RENTING AGRICULTURAL COMPLEX

1. Individuals and/or those representing groups which wish to use the grounds and/or facilities should contact the UT Extension office for information, requirements, etc.
2. A standard or special contract must be completed and a deposit made before a reservation will be entered on the Agricultural and Natural Resource Complex calendar. **(DEPOSIT CHECK should be may payable to: UT Extension.)** Insurance requirements must also be met.
3. Rent may be paid at any time prior to a scheduled event or activity. It MUST be paid (if not before) when an individual or group representative picks up keys for building/facility access. **(RENT CHECK should be made payable to: UT Extension.)**
4. If user so desires, an inspection of the facility will be made UT Extension representative(s) prior to time facility is used.
5. Buildings and grounds must be cleaned immediately after event or activity and keys returned to the UT Extension office within four (4) hours on the first working day after use period ends.
6. Once keys have been returned and an inspection made to determine proper clean-up and no damage to facility, the deposit will be refunded within a 3 day period.

FEE SCHEDULE

DEPOSIT -

A standard damage/key deposit will be required from individuals or groups who rent the Agricultural and Natural Resource Complex facilities. In no case will the standard deposit be less than \$100.00, however, the amount may be higher if the nature of the activity to be held so warrants. Following use, given that the facility is left clean and undamaged, the deposit will be refunded in full.

RENT -

Fee determinations will be based on the nature of the activity to be held and areas to be used. In addition to a base use fee, there may be other charges for items such as water, electricity, etc.

Where existing electrical and/or water hookup will not satisfy a required need, the individual or group using the Agricultural and Natural Resource Complex facilities will be responsible for any costs involved. Any utility setup must be approved by the Extension Director prior to its installation, and the installation must be accomplished by either a local utility or licensed operator.

Figures shown below are listed to serve as a guide but are in no way binding. In all cases, rental fees will be determined by nature of activity and/or Agricultural and Natural Resource Complex areas used.

<u>Facility</u>	<u>Base Fee</u>	<u>Remarks</u>
Grounds Area	\$150.00	Includes any two buildings and fenced parking areas
Entire site	\$300.00	7:00 a.m. to 7:00 p.m.
	\$400.00	7:00 p.m. to Midnight
Picnic Pavilion	\$100.00	
Livestock Barn	\$100.00	
Exhibit Building	\$100.00	
Stage	\$50.00	
Farm Credit Building	\$100.00	
Arena - Not include in	\$100.00	7:00 a.m. to 7:00 p.m.
Grounds Area	\$200.00	7:00 p.m. to Midnight

INSURANCE

GROUPS CHARGING ADMISSION:

User shall provide to Rhea County Agricultural and Natural Resource Complex a Certificate of Insurance evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker's Compensation as applicable. Minimum limits shall be as follows:

<u>Coverage</u>	<u>Limit</u>
General Liability - Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
Fire Legal	\$1,000,000
Premises Medical Payments	\$ 5,000
Worker's Comp, if applicable	STATUTORY

GROUPS CHARGING ADMISSION AND/OR SELLING FOOD OR BEVERAGES OF ANY KIND:

User shall provide to Rhea County Agricultural and Natural Resource Complex a Certificate of Insurance evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker's Compensation as applicable. Minimum limits shall be as follows:

<u>Coverage</u>	<u>Limit</u>
General Liability - Per Occurrence	\$1,000,000
Products/Comp. Operation	\$1,000,000
Aggregate	\$1,000,000
Fire Legal	\$1,000,000
Premises Medical Payments	\$ 5,000
Worker's Comp, if applicable	STATUTORY

HOLD HARMLESS

Indemnification and Hold Harmless: User shall indemnify and hold harmless Rhea County, Rhea County Agricultural and Natural Resource Complex, its officers, agents, volunteers and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of User, its officer, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) User shall pay Rhea County or Rhea County Agricultural and Natural Resource Complex any expenses incurred as a result of User's failure to fulfill any obligation in a timely manner under this Contract.

RECEIPT - Rhea County Agricultural and Natural Resource Complex

<u>Payment</u>	<u>Amount</u>	<u>Received of</u>	<u>Date Paid</u>
Deposit	_____	_____	_____
Rent	_____	_____	_____
Other	_____	_____	_____

Checklist for Ag Center Rental

Before the deposit will be returned, the following checklist must be completed and must meet the satisfaction of renting agency. Please use the checklist for the appropriate buildings rented.

Restrooms

- Flush the toilets
- Clean toilets and sinks if needed
- Sweep the bathroom
- Turn off all lights and vent fans
- Remove trash, replace bags in trash cans and haul off trash
- Replace toilet paper and paper towels, if needed
- Turn off faucets
- Lock the doors

Pavilion/Concession Stand

- Turn off stove and air conditioner
- Wash all dishes
- Clean stove and oven, if used
- Sweep the concession stand
- Turn off faucets
- Turn off all lights and vent fan
- Remove items placed in fridge (if applicable)
- Remove trash, replace bags in trash cans and haul off trash
- Lock the doors to the concession stand
- Make sure concession stand, pavilion and grounds area are clean and free of trash

Livestock Barn

- Turn off all lights
- Turn off water and lock the hydrant
- Lock storage rooms
- Put livestock panels back in original place (if used)
- Remove trash, replace bags in trash cans and haul off trash
- Make sure barn and grounds area are clean and free of trash

Exhibit Building

- Put room back as it was found (8 tables with 3 chairs each)
- Wipe down tables
- Sweep bathroom and exhibit building floors
- Clean toilet and sink in bathroom, if needed
- Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- Remove trash, replace bags in trash cans and haul off trash
- Clean and turn off coffee pot
- Clean sink and countertop in kitchenette area
- Make sure the exhibit building area is clean and free of trash
- Turn off lights
- Lock the doors

Farm Credit Building

- Put room back as it was found
- Remove trash, replace bags in trash cans and haul off trash
- Make sure the exhibit building area is clean and free of trash
- Turn off the main breaker
- Lock the doors

Arena/Announcer Stand

- Turn off arena lights, if used
- Sweep announcer stand and/or concessions
- Turn off lights in announcer stand and/or concessions
- Lock doors
- Remove trash, replace bags in trash cans and haul off trash
- Make sure arena area is free of debris and trash

Stage

- Sweep stage and dressing rooms
- Turn off lights
- Make sure stage and sitting area are clean and free of trash
- Remove trash, replace bags in trash cans and haul off trash

All Facilities

- Be sure to close and lock gates when leaving