



# The Fair View Barn

## RENTAL AGREEMENT

Date of Agreement: \_\_\_\_\_

Reservation made in name of: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

### DATES REQUESTING:

Date From: \_\_\_\_\_ Date to: \_\_\_\_\_

### Fair View Barn Banquet Hall

**Option 1**(9am Fri-2pm Sun): \$2500

**Option 3**(9am Sat-2pmSun): \$2250

**Option 5**:(Fri or Sun 9am-11:59pm) 1 day rental) \$1500

  
  

**Option 2**(9am Fri-11:59pm Sat): \$2250

**Option 4**:(9am Sat-11:59pm Sat) \$1875

**Option 6**:(Mon, Tues, Wed, or Thurs 9am-10pm) \$750

  
  

**TOTAL COST OF RENTAL:** \_\_\_\_\_

**DEPOSIT to reserve building:** \_\_\_\_\_ \$500.00

*Deposit will be refunded after the event and the facility has been inspected less any damages or additional expense incurred by the Van Buren Agricultural Association by the renter.*

**TOTAL CHARGES due TWO Weeks prior to event:** \_\_\_\_\_

I have received and read all of the policies pertaining to the rental of buildings located at the Van Buren County Fairgrounds. I agree to be personally and individually responsible for abiding by and enforcing the rules, along with the group or organization that I represent. I am authorized to sign this agreement on behalf of the organization. I agree to pay the down payment requested

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Please send the completed form back to:  
Van Buren Agricultural Association, Box 174, Keosauqua, Iowa 52565

**RENTAL POLICIES:**

**DEPOSIT:** Renter will pay a \$500 deposit to reserve the building. The deposit will be returned to the renter upon inspection of the facility after the rental agreement has ended as long as the renter has abided by these policies and no damage has occurred. If any damage by the renter has occurred or additional maintenance is required by the Van Buren County Agricultural Association, the balance of the deposit will be returned less the cost of repairs or additional maintenance required.

**PREMISES:** Van Buren County Agricultural Association, in consideration of the rental payments provided in this agreement, rents to above named renter:

(Building (s) or Grounds)

Premises located at The Van Buren County Fairgrounds 20493 Highway 1, Keosauqua, IA.

**FURNISHINGS:** Renter shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**POSSESSION:** Renter shall be entitled to possession on the first day of the term of this agreement, and shall yield possession, to Van Buren County Agricultural Association on the last day of the term of this agreement, unless otherwise agreed by both parties in writing and after payment in full is received two (2) weeks prior to the dates in this contract.

Use of Premises: Renter may use the Premises for: As requested below:

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The premises may be used for any other purpose only with the prior written consent of the Van Buren Agricultural Association.

**MAINTENANCE:** Renter shall have the responsibility to always maintain the Premises in good repair and to leave it in the condition it was in when the Rental Agreement began.

**ACCESS BY VAN BUREN AGRICULTURAL ASSOCIATION TO PREMISES:** Van Buren Agricultural Association shall have the right to enter the Premises to make inspections, provide necessary services, or show the premises to prospective renters or workers. As provided by law, in the case of an emergency, the owner may enter the Premises without Renter's consent.

Liability: The Van Buren County Fair Association will not be responsible for injury to person or property arising out of the acts or omissions of the Renter, the members of its organization or its guests.

**PROPERTY INSURANCE:** Van Buren Agricultural Association and the Renter shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises.

**INDEMNITY REGARDING USE OF PREMISES:** Renter agrees to indemnify, hold harmless, and defend Van Buren Agricultural Association from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Van Buren Agricultural Association may suffer or incur in connection with Renters use of the Premises.

**DANGEROUS MATERIALS:** Renter shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a respectable Insurance Company, unless the prior written consent of the Van Buren Agricultural Association is obtained and proof of adequate insurance protection is provided by Renter to Van Buren Agricultural Association.

Defaults: Renters shall be in default of this rental agreement, if Renter fails to fulfill any Rental Agreement obligation or term by which Renter is bound, subject to any governing provisions of law to the contrary, if Renter fails to cure any financial obligation within 30 days. Renter shall pay all costs, damages, and expenses suffered by Van Buren Agricultural Association by reason of Renter's default.

**ARBITRATION:** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

**ENTIRE AGREEMENT/AMENDMENT:** This Rental Agreement contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SERVERABILITY:** If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER:** The failure of either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Rental Agreement.

**CUMULATIVE RIGHTS:** The rights of the parties under this Agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law.