

**CHEROKEE COUNTY 4-H EXPO CENTER
AND/OR
BOMGAARS CONFERENCE CENTER
LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of ____ by and between **Cherokee County Fair Association**, whose address is 200 Linden Street as ("Lessor") and _____ (" Lessee") and collectively referred to herein as the "Parties" .

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in Cherokee County, such real property having a street address of 200 Linden Street.

WHEREAS, Lessor is desirous of leasing the premises **Bomgaars Conference Center and/or Expo Indoor Arena** (the "Property") to the Lessee upon the terms and conditions as contained herein; and

NOW, THEREFORE, for and in consideration of the sum of

\$_____ (indoor arena is open or closed)

the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the **Bomgaars Conference Center and /or Expo Indoor Arena**.
for a term of _____ day(s), such term beginning at _____ **AM on** _____ and ending at _____ **PM on** _____. Failure by Lessee to vacate the premises at the end of the lease term as defined herein will result in Lessee being treated as wrongfully holding over, and Lessor will have all rights available under Iowa law in law or equity to enforce this Agreement.
2. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign or sublet all or any portion of the Premises without Lessor's prior written consent, which consent shall be in Lessor's sole and absolute discretion.
3. **DAMAGE & CLEANING DEPOSIT. Waived for Fairboard members.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of \$50, receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof or if premises are not left in a clean state. Such deposit shall be returned to Lessee,

without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the building or improvements on the premises or construct any building or make any other improvement of the premises without the prior written consent of Lessor. If Lessee begins making structural alterations to the Property without receiving Lessor's prior written consent, Lessor reserves the right to demand Lessee to cease and desist. If Lessee fails to cease and desist making structural alterations to the Premises after receiving notice from Lessor, then Lessor reserves the right to terminate this Agreement and pursue legal action to enforce this provision. Lessee shall remain liable for payment of reasonable attorney fees incurred by Lessor to enforce this provision, and Lessee shall remain liable for all court costs in the event of litigation to enforce this provision.
5. **RULES AND REGULATIONS.** Lessor agrees to follow all Rules and Regulations regarding the Cherokee County 4-H Expo and/or Bomgaars Conference Center. Exhibit 1
6. **MAINTENANCE RULES.** Lessee will at its sole expense, keep and maintain the premises and appurtenance in good and sanitary condition during the term of this Agreement. Lessee shall:
 - (a) Comply with all obligations primarily imposed upon Lessees by applicable provisions of building codes materially affecting health and safety.
 - (b) Keep the Property as clean and safe as the condition of the premises permit.
 - (c) Dispose from the Property all ashes, rubbish, garbage and other waste in a clean and safe manner, including the adjacent parking areas..
 - (d) Keep all plumbing fixtures in the Property as clean as their condition permits.
 - (e) Use in a reasonable manner all utility services, including but not limited to electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in and on the Property.
 - (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Property, or knowingly permit a person to do so.
 - (g) Act in a manner that will not disturb any neighbor's peaceful enjoyment of the community.

In addition, Lessee shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Lessor shall not treat performance of such separate agreement as a condition to an obligation or a performance of this Agreement.

7. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon.

8. **EXCLUDED PROPERTY.** This agreement includes the facilities indicated in item #1 only. All other fair ground buildings and the west parking lot are excluded from this rental agreement unless arrangements have been made to use additional facilities.
9. **ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Lessee is responsible for all persons and property brought onto the fair grounds, lessor shall not be liable for any damage or injury of or to the lessee, lessee's family, guests or employees or to any person entering the premises or the buildings of the premises or to goods or equipment. Lessee agrees to indemnify, defend and hold lessor harmless from any and all claims or assertions of every kind and nature.

WARNING. UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

Smoking is not permitted inside the building.

10. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto. No statements, representations or promises with reference to this Agreement or its execution have been relied upon, unless they are expressly stated in writing herein and signed by all the parties to this Agreement.
11. **NOTICES.** Any notice, for which provision is made in this Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (i) by personal delivery (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested. For purposes hereof, the following address shall be the proper address for the receipt of any such notice sent by Lessee to Lessor; and, unless otherwise provided herein, all notices and demands sent by Lessee to Lessor shall be sent to this address. For purposes hereof, the proper place for Lessor to send any notice to Lessee shall be the Premises as defined in Paragraph one (1) of this Agreement, and shall serve as the proper place for the receipt of any such notice sent by Lessor to Lessee.

12. **DEFAULT.** In addition to any and all legal and equitable remedies provided Lessor under the Iowa Code, this Agreement, or elsewhere, if Lessee fails to pay Lessor for the use of the facility, or upon other violation by Lessee of Iowa Law or any term, covenant, provision or condition written in this Agreement, Lessor may pursue any rights or remedies provided by this Agreement or applicable law. Lessee shall remain liable for payment of reasonable attorney fees incurred by Lessor to enforce this provision and all provisions within this Agreement, and Lessee shall remain liable for all court costs in the event of litigation to enforce this provision.

13. **TERMINATION OF AGREEMENT.** Lessor reserves the right to terminate this Agreement upon Lessee's default or breach of the terms, covenants or provisions of this Agreement or Iowa law. Landlord shall provide written notice to Lessee of Lessee's default, breach or other violation prior to termination of this agreement. Landlord's written notice will define how Lessee shall properly cure the default, and that failure to cure will result in termination of this Agreement. Failure by Lessee to correct or cure the default will result in Landlord's termination of this agreement between Lessor and Lessee. Lessee shall remain liable for payment of reasonable attorney fees incurred by Lessor to enforce this provision and all provisions within this Agreement, and Lessee shall remain liable for all court costs in the event of litigation to enforce this provision.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed:

As to **this** _____ **day of** _____ **20**_____.

Cherokee County Fair Association

By: _____, Lessor
(Building Manager or Fair Association Representative)

_____, Lessee _____ Pho

**CHEROKEE COUNTY 4-H EXPO CENTER
AND/OR
BOMGAARS CONFERENCE CENTER**

Contacts:

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Nancy Woltman

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RULES AND REGULATIONS

General

- The person making the request to use the Cherokee County 4-H Expo Center and/or Bomgaars Conference Center must be 21 years of age or a 4-H club president/leader.
- The Cherokee County 4-H Expo Center and/or Bomgaars Conference Center will be rented on a first come first serve basis.
- Reservations will be accepted up to one year in advance.
- Priority will be given to Cherokee County Fair Association and 4-H club sponsored events.
- No smoking or tobacco use inside the buildings.
- The renter may request access to the Cherokee County 4-H Expo Center and/or Bomgaars Conference Center before the day of the event to set up, if the facility is not being rented already. If you want to ensure that you will be able to set up the day before, you will need to rent the facility for an extra day.

Bomgaars Conference Center

- If using the Bomgaars Conference Center only, please do not park vehicles in front of, or block access to, any doors leading into the Expo Center arena.
- Table and freestanding decorations are preferred. No thumbtacks, tapes, staples, nails or glue will be allowed to attach decorations anywhere in building. Poster putty is encouraged for hanging decorations.
- Furnishings and equipment are not to leave the conference center.
- No rice, bubbles, silly string, birdseed, fog machines, smoke machines or fireworks.
- All trash must be removed from the premises. Trash bags are located in the utility room.
- Cleaning supplies are located in the utility room.
- If you use the dishcloths and towels, please leave used ones in the sink to be washed.
- Please check to make sure restroom areas are clean.
- Please sweep the floor, wipe counter tops and sinks, and turn off lights.
- Be sure to lock all doors and leave keys on the counter.

Arena

- Activities involving flames, fireworks or explosives are not permitted in or around the premises.
- No smoking will be allowed inside the building.
- No use of the facilities shall be made which is contrary to the laws of Iowa, or contrary to any ordinance.
- Please keep vehicles and animals north of the fair grounds main stage area.
- Tying of animals anywhere except your trailer is prohibited.
- Pick up all manure, garbage, and trash inside and outside of the building and carry it out with you.
- Put away any equipment that was used and leave facility as you found it.
- Turn off all lights and fans.
- Check and lock walk-in and sliding doors.

WARNING

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The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

FEES

- Membership Family Membership \$120
- No rent charged to 4-H clubs or FFA for group events
- Rental Fees \$50 deposit Arena and Meeting Room
- Non-Profit Arena \$100 per day \$25 Weeknight 3 hours (non profit & a member)
- For Profit Arena \$50 min. of 2 hours, \$75 for 3 hours, \$100 for 4 hours , \$150 per Day
- Bomgaars Meeting Room \$50 or \$75 with Arena closed.

Closed only during actual event not set up or clean up

- Horse Sales (for profit) \$200 (arena&meeting room) noon- midnight
- Horse Shows

