



Rules and Regulations for the Rental of the Bradford County Fair Association, Inc. Facilities

The person(s) or organization renting from the Bradford County Fair Association, Inc. (BCFA) is herein referred to as the "Renter."

A. The Renter shall comply with all applicable laws and ordinances of all federal, state, and local governments (municipalities and counties) as well as the policies of the BCFA. (Initials & date are required on page 2 of this form)

B. The Renter shall and will indemnify and hold harmless the BCFA its officers and employees against any and all loss, damage, and/or liability that may be suffered, caused by, arising out of, or in any way connected with the use or occupancy by the Renter of the above premises or any part thereof, or the exercise of the rules or provisions herein, in accordance with the signed General Release. In certain instances a Certificate of Insurance be required.

C. ***The "Event Security Form" must be completed and signed by the Bradford County Sheriff's Office or the Starke Police Department for all BCFA rentals. This form must be returned to the BCFA Office no later than 2 weeks prior to your event.*** The Renter will, at the Renter's sole expense, provide adequate security, by employing Bradford County Sheriff's Office Deputy(s) or City of Starke Police Officer(s) to assure safe and orderly conduct of the function for which the Building(s)/Outside Area(s) is/are rented and to enforce the Rules and Regulations of the BCFA Facilities. For rentals where alcohol will be consumed and/or an admission price/cover charge is taken, the Renter is required to provide a minimum of two (2) security personnel as described above. No alcohol consumed on BCFA property without proper license and/or permit outlined in FL statutes and paragraph E below. The Renter agrees to pay promptly all taxes, levies, assessments or other charges required by any governmental agency, including Florida State Sales Tax, if due on the rental charge herein. ONLY RENTORS with a 501 (c) 3 designation will be sales tax exempt. *Proof of liability insurance will also be required for events taking place on BCFA property.*

D. The Renter agrees to comply with the provisions of the Civil Rights Act of 1964, in connection with its use of the above described space and facilities. Admission, participation, seating of participants and spectators, and the use of all the leased facilities during the exhibit, competition, entertainment, or other public events conducted or sponsored by the Renter under this contract shall be without regard to race, color, religion, sex, or national origin. Any person who is not a member may be denied admission whenever attendance at the event for which the facilities are leased to the membership of a particular organization or organizations and all members are excluded without regard to race, color, religion, sex or national origin.

E. Non-profit civic organizations may obtain a permit from the Florida Division of Alcoholic Beverages and Tobacco and rent the Buildings with the intent of selling alcoholic beverages as provided by Florida Statutes section 561.422 (listed below). A copy of the permit must be provided 4 weeks before the date of the rental. The Buildings may be rented to an individual for a wedding reception, family function where attendees do not pay an admission price/cover charge and where alcoholic beverages are provided free of charge. Section 561.422, Florida Statutes. Non-profit civic organizations; temporary permits. Upon filing of an application and payment of a fee for the permit, the director of the division may issue a permit authorizing a bona fide nonprofit civic organization to sell alcoholic beverages for consumption on the premises only, for a period not to exceed 3 days, subject to any state law or municipal or county organization licensed under this section may purchase alcoholic beverages from a distributor or vendor licensed under the Beverage Law.

F. The Renter is reminded that ***smoking is prohibited inside all Buildings*** pursuant to Florida State law.

G. The Renter shall not place, or caused to be not placed, any nails, tacks, pins, or other objects into the floor, walls, doors, ceilings, or windows, nor remove any fixtures on said premises without the written consent of the BCFA. No alterations to the premises shall be made without written consent of the BCFA.

H. The Renter shall not damage or allow to be damaged the said premises or any fixture or personal property located therein and in the event of damage, the Renter shall immediately notify the BCFA and shall restore the premises or property to its original state of repair or pay the BCFA for such damages. Any shortages of BCFA property or furnishings such as, but not limited



to, lighting, equipment, furniture and public address equipment, incident to a rental, will be replaced or paid for by the Renter to the satisfaction of the BCFA. Should the security deposit not cover these costs renter agrees to reimburse the BCFA actual replacement cost immediately upon presentation of the invoice.

I. Arrangements for the placement of tables, chairs, etc. will be the responsibility of the Renter. Arrangements for access to the Buildings other than normal working hours of the BCFA staff for the purpose of placing displays, decorations, supplies, etc. and for the rental itself by the Renter must be arranged through the BCFA staff at the time of rental. ***If the facility being rented is not rented the day before your event a set-up period (up to 6 hours) will be made available to the renter. A period of longer than 6 hours prior to the event will require additional fees for power consumption.***

J. Rentals where tables and chairs are used will be restricted to 350 persons in Building 1 and 2 and 200 persons in Building 3 to comply with fire and safety regulations. Renter shall be responsible that said fire and safety regulations are complied with at all times.

K. The Renter agrees to promptly remove all decorations, displays, and equipment used by the Renter on the premises at the end of the rental. Renter shall legally dispose of all cooking oils and grease; these must be removed from the BCFA property at the end of the rental. If cooking oils and greases are left on BCFA property renter forfeits all security deposits and will be charged the actual disposal fees.

L. The Renter shall deliver said premises to the BCFA upon expiration of said contract in as good a state of repair and condition as existed upon first occupancy of the premises, reasonable wear and tear, acts of Providence, and agreed upon changes excluded. Clean-up of the facility is the responsibility of the Renter unless other arrangements are made in advance with the BCFA. This will be inspected by a member of the BCFA prior to any refund of deposit.

M. Additional fees: The BCFA can, at its discretion, require the Renter to post a larger monetary amount though not more than \$500, as an additional security deposit based on the type and duration of the function. Any costs for damages, loss of property, etc. that occurs during the use of the facility by the Renter shall be deducted from the total deposit.

N. Security deposits, as noted on the Rental Agreement, shall be paid at time of contract with no exceptions. If making rental reservations by phone, security deposit must be made within the seven (7) days to secure the rental date on the official BCFA rental calendar. The Rental Agreement, Rules & Regulations form and Event Security Form must be signed at time of the security deposit and full payment of the rental amount made before keys to buildings are issued. Arrangements for the access keys will be made the day before the event. (See I above for additional early access statement.)

O. **No activities within the BCFA Buildings can extend later than 2:00 a.m. including the parking lot areas and outside premises (for example: If Renter's party/event starts at 10:00 pm on Friday, all patrons must be vacated by 2:00 a.m. on Saturday, with the exception of clean-up personnel.)**

P. The Renter is accountable for the actions and behavior of the patrons attending the rental event and violations will not be tolerated. Renters who fail to comply with above Rules and Regulations will forfeit their deposit and may be denied rental of any BCFA rental in the future. Compliance within this regulation shall be determined at the sole discretion of the BCFA staff. Any request for any refund must be made in writing to the BCFA Board of Directors, which meets monthly, their decision is considered final.

Q. **COMMERCIAL FACILITY RENTALS:** Advertising/Promotion: Any printed, audio or visual advertising/promotion of an event that states BCFA name, property, physical location (address) is advertised must have the written authorization of the BCFA **PRIOR** to releasing the promotional materials for general circulation or broadcast. **Failure to provide a copy of the promotional materials will result in immediate cancellation of the event if not received 30 days prior to the event.**

I have read and fully understand the Rules and Regulations for the rental of the Bradford County Fair Association, Inc. facilities. Signature of renter: _____ Dated: ____ / ____ / ____.