

Possum Hollow Enterprises

Facility Rental Agreement

The rental contract is only confirmed upon signatures of the Lessee and approved representative of Possum Hollow Enterprises (Lessor), and full payment of the required deposit is made.

LEASE AGREEMENT

This agreement, made and entered into the _____ day of _____ 20____ by and between Possum Hollow Enterprises hereinafter referred to as the Lessor, and _____ of hereinafter referred to as the Lessee.

1. RENTAL RATES AND ASSOCIATED FEES: Rental rates and fees for the use of the property shall be as follows:

Base daily fee for Rental of Facilities: \$300 for 1st day and \$125 for each additional day.

Base daily fee for Rental of Livestock: \$100 per day for sheep and \$200 per day for cattle.

Security. Security is the sole responsibility of the Lessee.

RENTAL DEPOSIT AND FINAL PAYMENT:

At the time of the lease, the deposit of one-half (1/2) of the base rental fee will be required. The final payment, including all fees for outside services, will be due no later than 14 days prior to use of facility. If an event is canceled 30 days prior to the event, the deposit will be refunded minus a \$50 charge for handling. No refunds for cancellation will be given within 30 days of the event.

DEPOSIT AGAINST DAMAGES:

At the time of the lease, Lessee is required to provide a certified check or money order in the amount of \$200 against damages outside of normal wear and tear. The deposit will be held until the event is over and returned to the Lessee within five (5) business days following the event if no damages are discovered.

CUSTODIAL SERVICES:

Custodial services are available for post-event clean-up at an additional fee of \$50.

3. DAMAGE TO LIVESTOCK:

Injury to any livestock that results in impairment of mobility or working ability will equal \$50 per animal. Loss of livestock due to death will equal \$1 per estimated pound (estimate to be provided by Possum Hollow Farms).

4. RULES AND REGULATIONS OF CONDITIONS OF USE: It is mutually agreed that the Lessor and Lessee shall be bound by the rules and regulations of conditions of use in this document.

5. CANCELLATION BY LESSEE: Should the Lessee cancel the contracted event in advance of thirty days prior to the scheduled event, a refund will be made minus a \$50 charge for handling. Cancellation must be made in writing, and if not made and received within thirty days of the scheduled event, Lessor reserves the right to require full payment of the total base rental fee.

6. CANCELLATION BY LESSOR: Lessor shall have the right, power and authority to cancel this contract in part or in whole at any time before or after event starts, in writing or orally to the Lessee if, in the opinion of the official representative of the Lessor 1) the purpose of use is changed in any respect from the contracted rental agreement; or 2) the Lessee is in default in the discretion of the Lessor.

7. INDEMNITY: Lessee covenants and agrees to defend, indemnify and save harmless the Lessor, its officers, agents and employees each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever

arising out of, resulting from, or which would not have occurred or existed by this license agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged to have been caused, by any negligence or any other act of indemnitor.

8. SETUP and CLEANUP: Lessee may set up as much as 3 days prior to the event and must clean up no later than 3 days after the event. Lessee gives permission to Lessor to use facilities for regular business purposes including any set up spaces or obstacles prior to and after the event. Lessee is solely responsible for setup and cleanup. Lessee agrees to leave Lessor space in condition equal to that found upon their arrival.

9. LICENSES AND PERMITS: Lessee agrees to pay promptly all taxes, excise or license fees and to take out all licenses or permits for the use of the lessor's space as required by federal, state or local laws and ordinances, and Lessee agrees to provide evidence of same to Lessor, or staff member, on call.

10. CATERING: Lessee is responsible for all catering including tables, chairs, grills, etc.

11. PUBLIC SAFETY: Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with Lessor to assure such safety. **Lessee agrees to enforce the rule of no dogs off-leash unless working.**

12. TERMINATION OF EVENT: Lessor retains the right to cause the termination of any performance in the interest of public safety.

13. COPYRIGHTS: Lessee will assume all costs, liabilities and claims arising from the use of patented, trademarked, franchised, or copyright music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless Lessor from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

14. NOTICE OF EVENT REQUIREMENTS: Lessee shall provide Lessor at least fourteen days, or within other specified time frame as determined by the Lessor, before the first day of the agreement a full and detailed outline of all event requirements including technical, sound, lighting, stage, lobby and chair/table requirements and all such other information as may be required by Lessor concerning the event covered in this document.

15. UTILITY CONNECTIONS: The proposed installation of electricity, gas and plumbing required for an event, beyond that already supplied by the facility, must be submitted to and approved in advance by Lessor. All such connections and related work will be at the expense of the Lessee, including any related costs incurred by Lessor.

16. PARKING: All parking rights and privileges are under the control of and reserved by the Lessor.

17. CONTROL OF FACILITY AND RIGHT OF ENTRY: In renting the licensed space to the Lessee, it is understood that Lessor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. Duly authorized representatives of Lessor may enter the premises to be used and all the premises at any time and on any occasion without any restriction whatsoever. All facilities including the area which is the subject of this permit, and all parking areas shall at all times be under the control and charge of the Lessor.

18. SMOKING: Smoking will not be allowed inside any building on the premises. Areas outside the barn and in the gravel are designated as smoking areas. Lessee and Lessee guests are required to obey all laws and regulations related to the use of smoking materials. Lessee will be responsible for the cost of repairs and clean-up that result from smoking during an event.

19. ALCOHOLIC BEVERAGES: No alcoholic beverages are allowed on the premises.

20. POLICING EVENTS: Lessor reserves the right to eject or cause to be ejected from the premises any intoxicated or any disorderly person or persons, and neither Lessor nor any of its officers, agents or employees

shall be liable to Lessee for any damage that may be sustained by Lessee by the exercise of Lessor of such right.

21. ANNOUNCEMENTS: Lessor reserves the right to provide announcements in the form of fliers or posters which would relate briefly to future events.

22. SEVERABILITY: If any portion of this agreement is found in violation of the laws or public policy of the State of and thus invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. No illegal activity is permitted in or around The Johnston County Agricultural Center.

23. NON-ASSIGNMENT: Lessee cannot assign, transfer or subject this agreement to another organization, affiliate or party thereof not responsible for payment in this agreement.

24. TOTAL AGREEMENT: All terms and conditions of this contract shall be binding upon the parties, their heirs, representatives, and assigns, and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing as signed by the duly authorized agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of the contract. The rental contract must be returned along with the required security deposit within twenty days of its receipt or it becomes void.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

LESSEE: _____ **DATE:** _____

LESSOR: Possum Hollow Enterprises

BY: _____ **DATE:** _____
Joe or Vicki Hughes, 371 CC Lovelace Road, Rutherfordton NC 28139 / 828-429-6388

DATE OF EVENT: To begin on _____ **and end on** _____.

EVENT: _____

POSSUM HOLLOW ENTERPRISES
371 CC Lovelace Road
Rutherfordton NC 28139
828-429-6388