

West Louisiana Forestry Festival Association, Inc.

Physical Address: 276 HM Stevens Blvd., Leesville, LA 71446 Mailing Address: PO Box 1548, Leesville, LA 71496

Fairgrounds Caretaker: 337.718.7220 / 337.404.4248 Police Jury Office: 337-238-0324 Website: <u>https://www.facebook.com/forestryfestival</u>

Fairgrounds Rental Contract

Auditorium:

 \Box Rental: \$500.00 per day

□ Deposit/Clean-Up Fee: \$250.00

□ Early Access Fee: \$200.00

Exhibit Building:

 \Box Rental: \$250.00 per day

□ Deposit/Clean-Up Fee: \$100.00

 \Box Early Access Fee: \$50.00

Grounds/Mid-Way:

 \Box Rental: \$300.00 per day + 10% of gate receipts (if applicable)

□ Deposit/Clean-Up Fee: \$100.00

□ Early Access Fee: \$100.00

Livestock Barn:

 \Box Rental: \$125.00 per day

□ Deposit/Clean-Up Fee: \$75.00

RV Site Rental (5):

(30 & 50 AMP electricity & water): □ \$25.00 per day

| Date Requested/Time: | |
|------------------------------------|-------------------------|
| Time Open for Set Up: | |
| Organization Name: | |
| *Address: | |
| Phone (day): | _ Phone (night or fax): |
| Contact Person: | Phone: |
| Event Name: | |
| Rental Fee: \$ | |
| Deposit/Clean-Up Fee: \$ | _ |
| Early Access Fee (if needed): \$ | |
| Total Due \$ | |
| Attached copy of insurance? Yes□ N | o□ (if applicable) |

_____x Completed contract, insurance (if applicable), and payment are required before rental is secured. All payments must be made to the Vernon Parish Police Jury.

<u>x</u> DO NOT STAPLE OR TAPE anything to the wall in the Auditorium. You may attach decorations to the standees on the stage, but do not attach anything to the walls. If you attach anything to the walls in the Auditorium you will forfeit your deposit/clean-up fee.

_____x NO RED COLORED LIQUIDS ARE ALLOWED IN THE AUDITORIUM OR THE CONCESSION STAND. Red liquids can stain the floors and cause damage. If you are found using red liquids in the Auditorium or Concession Stand, you will forfeit your deposit/clean-up fee.

The rates listed herein are established by the board and cannot be altered by any members of the Fair Board or staff.

The following terms and conditions are set forth to protect the interests of, but not limited to, the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC., the Vernon Parish Arena District, the Vernon Parish Police Jury, the Leesville Lion's Club, their staffs, their families and those of the LESSEE. Failure to comply with any of the following terms without written consent of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. Board will result in forfeiture of all deposits, monies, and lease agreements. The Vernon Parish WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. Board will result in forfeiture of all deposits, monies, and lease agreements. The Vernon Parish WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. reserves the right to modify, alter and/or cancel any agreement with just cause if deemed necessary for the betterment of the Vernon Parish WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC.

WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. and LESSEE agree to the following terms and conditions:

1. **Lease Agreement**: A completed copy of this lease agreement between the LESSEE and the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. must be filled out in its entirety and signed by all parties. This agreement protects the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. and LESSEE from any potential double bookings and ensures the LESSEE of the event date. The lease agreement contains fees, terms and conditions, insurance requirements, licenses, and any other relevant policies that must be adhered to.

2. **Taxes**: If admission is charged, the LESSEE agrees to pay directly to the U.S. Collector of Internal Revenue any and all Federal Admission taxes and to the Collector of Revenue, the State of Louisiana, and to the Vernon Parish School Board Sales Tax Division all applicable taxes, which may be due or payable of such admission charge.

3. **Event Set Up:** LESEE is responsible for all set up and clean up for any events at the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC.

4. **Supplies:** WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. agrees to provide to LESSEE any and all additional supplies currently available at the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. at no additional cost including, but not limited to, tables and chairs. Any additional supplies not readily available by the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. will be the sole responsibility of the LESSEE and must be approved by the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. prior to set up.

5. Property damages: Any and all damages to the WEST LOUISIANA FORESTRY FESTIVAL'S buildings or property, other than that of acts of God or through those caused by the LESSOR or any member of LESSOR'S staff, arising through the term of this agreement shall be the sole responsibility of the LESSEE. LESSEE further agrees to pay for the cost of repair or replacement of any property, facility, supplies, and/or equipment within the confines of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC., damaged during said event. In the event that such damages occur, the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. shall provide LESSEE with a detailed billing and accounting for such damages at either replacement or repair cost within three (3) business days following the completion of said repairs. LESSEE shall not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, or cause or permit any changes, alterations, repairs, painting or staining or any part of the building or the furnishings thereof. LESSEE will not cause or put up any decorations without the consent of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. reserves the right at any time to require LESSEE to remove from the premises any animals, furniture, fixtures, wiring, exhibits, and other things placed therein without the consent of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC.

6. Licenses/Permits: All necessary occupational licenses and/or permits are the sole responsibility of the LESSEE further agrees to provide the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. with all appropriate licenses and/or permits required by the governing authorities of the State, City, or Parish within 48 hours of the event. Failure to produce appropriate license and/or permits within the allotted time period may forfeit any deposits or fees paid made and render this contract null and void.

7. **Compliance**: LESSEE agrees to and will comply with all laws, ordinances, and regulations adopted and/or established by federal, state, and local governmental agencies. LESSEE furthermore agrees to require that its agents, employees and/or representatives also abide by said rules.

8. **Fire Codes**: LESSEE agrees to abide by all posted capacity guidelines as mandated by the Fire Marshall. Furthermore, in the event that pyrotechnics of any kind will be utilized, appropriate permits must be granted by local Fire Marshall as well as permission granted by the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC.

9. Insurance: Insurance for most events held within the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. shall be required. LESSEE agrees to provide at its sole expense, proof of comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00). LESSEE will provide said certificate of insurance to the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. prior to the event and agrees to name WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC., the LEESVILLE LION'S CLUB, the VERNON PARISH ARENA DISTRICT and the VERNON PARISH POLICE JURY as additional insured. It is the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC.'s sole discretion to determine if liability insurance will be required. In the event LESSEE does not carry suitable liability coverage's, WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC, will provide single day event insurance through its general liability carrier at the sole expense of the LESSEE. Please contact the VERNON PARISH POLICE JURY for further information.

10. **Indemnity:** LESSEE agrees to indemnify, defend, and hold harmless the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC., the LEESVILLE LION'S CLUB, the VERNON

PARISH POLICE JURY and the VERNON PARISH ARENA DISTRICT, it agents, directors, staff, and associates harmless from all demands, claims, suits, actions, or liabilities whatsoever from injuries or death to any persons or property damage or loss by LESSEE, Owner or any other parties howsoever caused, or occurring as a result of the conduct of LESSEE of the above activity. In addition, according to Louisiana Law, LESSEE agrees to the following "Warning" as provided by said Statute: Warning, under Louisiana Law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or the death of a participant in a farm animal activity resulting from the inherent risks of the farm animal activity, pursuant to R.S. 9:2795.1

11. **Lost and Found**: WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. shall have the sole right to collect and retain articles for proper disposal that are left in the building by persons attending any performance, exhibition, or entertainment given or held on the premises. LESSEE further agrees to indemnify and hold WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. harmless against any loss or liability for or on account of said articles left on premises.

12. **Right of Refusal**: WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. retains the right to refuse service and booking to any and all persons, agents, or entities from entering into negotiations and/or property.

13. Facility Control: At all times, LESSEE agrees that WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. staff will remain in full and complete control over facility and its boundaries. The WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. does not relinquish and hereby retains the right to enforce all necessary rules and regulations for the good of the facility. LESSEE further agrees that at any time, duly authorized representatives of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. may enter event/activity at any time for inspections and/or compliance and may do so without any restrictions whatsoever.

14. **Contract Alteration**: LESSEE agrees that at no time without the expressed written consent of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC., may any alterations or amendments be made to the above-mentioned Agreement. Any unapproved alterations made to this agreement will render it null and void. Any matter not herein expressly provided for, shall rest solely within the discretion of the Vernon Parish WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. and the Vernon Parish Police Jury.

15. All contracts and fees are subject to the approval of the WEST LOUISIANA FORESTRY FESTIVAL ASSOCIATION, INC. Fair Board.

| LESSEE Name (print) | WLFF, Inc. Name (print) |
|---------------------|-------------------------|
| LESSEE (Signature) | WLFF, Inc. (Signature) |
| Date | Date |