



## Stevens County Ag Education Center - Facility Use Agreement

**Youth Organizations: Free | Suggested Donations: Full Day - \$250, Hourly - \$35/hour**

### Applicant Information (Lessee)

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Activity Notes or Special Requests: \_\_\_\_\_

Use Period: (date/s) \_\_\_\_\_ (time/s) \_\_\_\_\_

The Stevens County FFA<sup>3</sup> (hereinafter referred to as "SCFFA") and Lessee in consideration of the terms set forth herein, hereby agree to the following:

1. The SCFFA will make available the Ag Education Center (hereinafter referred to as "AEC") for the use of Lessee at the agreed upon time. The Lessee will not sublease the AEC.
2. The Lessee will comply with all applicable rules and policies of the SCFFA, also any special rules posted in the AEC. This is including, but not limited to: no use of tobacco, vapes and alcohol inside or within 25ft of the building, etc.
3. The Lessee shall provide proper supervision to ensure the protection of persons and property. The Lessee will restrict all participants to authorized areas only. If the AEC is used for a youth activity, there shall be at all times one adult, 18 years or older, present in the AEC.
4. During the time the AEC is being used by the Lessee, the Lessee is responsible for their own personal property, accidents, injuries, damages, or loss of property. Lessee shall indemnify and hold the SCFFA harmless for any and all claims resulting from the use of the AEC by the Lessee, their employees and guests.
5. The facility used by the Lessee shall be left in a clean and orderly manner. Failure to do so will result in a \$150 cleaning charge to the Lessee.

6. The Lessee shall be liable to the SCFAA for payment in full of the cost of replacement and/or repair of any AEC personal property or real property which is damaged as a result of the Lessee's, their employee's or guests use of the AEC, except for ordinary wear and tear.

7. The Lessee shall not sell or authorize the sale of food or concession items without prior written approval of the SCFFA.

8. The Lessee is only entitled to the use of the AEC on the Stevens County Fairgrounds, unless other facilities or services have been arranged in advance with the Stevens County Agricultural Society (i.e. Stevens County Fairboard).

9. Rental fees shall be paid in full at the time of application unless prior arrangements or alternative payment plans have been made with the AEC Manager.

10. The SCFFA reserves the right to make spot checks on all events being held in the AEC. The SCFFA reserves the right to refuse or cancel any facility use application that is contrary to public safety and welfare or the SCFFA ordinances or policies.

11. The Lessee agrees to end the facility use session at the scheduled time on the day of rental.

**12. Cancellation and refunds:**

a. The SCFFA reserves the right to cancel this agreement and withdraw the permission hereby granted for just cause or failure to comply with any of the above terms and conditions. In such cases, the Lessee will, upon request, immediately remove all persons and equipment they have from the AEC. There will be no refund.

b. Under certain weather conditions, The SCFFA may declare AEC conditions unsafe or unacceptable. This decision is at the sole discretion of the AEC Manager, or any other authorized SCFFA personnel. The SCFFA reserves the right to cancel any event due to special circumstances, scheduling conflicts and/or program requirements. When events are canceled, the AEC Manager will make every effort to reschedule at a time convenient to the Lessee. In the event the function cannot be rescheduled, a refund will be processed.

c. **In the event the Lessee finds it necessary to cancel** any of the rental periods of the AEC, the Lessee shall give the AEC Manager (14) days prior notice of intent to cancel. Applicant (Lessee) has reviewed and agrees to adhere to all policies, rules, and regulations of the AEC. Applicant agrees to the terms on this AEC Facility Use Agreement.

Any checks can be made payable to Stevens County FFA and mailed to P.O. Box 11, Morris, MN 56267.

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**Applicant (Lessee) Signature** **Date**

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**AEC Manager Signature** **Date**