

BOLIVAR COUNTY EXPOSITION CENTER - CONTRACT

STATE OF MISSISSIPPI
COUNTY OF BOLIVAR

CONTRACT NO. _____

THIS AGREEMENT made and entered into the _____ day of _____, by and between the Board of Directors, Bolivar County Exposition Center, Cleveland, Mississippi, hereinafter called the Party of the First Part, and _____ hereinafter called the Party of the Second Part.

WITNESSETH:

THAT WHEREAS the Party of the First Part is the Lessor of the Bolivar County Exposition Center located on the County Fairgrounds, Cleveland, Mississippi, and whereas, the Party of the Second Part desires to conduct a _____ in the Bolivar County Exposition Center, beginning _____ and ending _____.

NOW, THEREFORE, in consideration of their mutual promises and agreements, the parties hereto agree as follows:

1. That the Party of the First Part, in consideration of the rents hereinafter provided for, and the covenants and agreements hereinafter contained, and of the payment of such rents and the performance by the Party of the Second Part of all such covenants and conditions, hereby gives and grants unto the Party of the Second Part the right to use the following portions, and no other, of the building and/or facilities known as the Bolivar County Exposition Center, located on the County Fairgrounds in the County and State aforesaid, namely: the A: EXPO Meeting Room Annex B: EXPO Grounds or C: EXPO Arena, together with the usual entrances and exits to the same and necessary box office space and such additional space as the Party of the First Part in its discretion shall allocate to the Party of the Second Part to be used for said purpose hereinafter listed and for no other purpose whatsoever without the written consent of the Party of the First Part. All other lobbies, offices, rooms, and space are expressly reserved by the Party of the First Part to its own use, with the privilege of occupying and using same at any and all times during the term of this contract and agreement. The rental shall include normal water and power use, normal lighting facilities use, heating or air-cooling as required and the services of one janitor.

The property and facilities hereinafter referred to are rented by the Party of the First Part to the Party of the Second Part for the sole purpose of conducting a _____. The rental does not include license fees. The rental does not include stage hands, ticket sellers, ticket takers, doormen, porters, usher captains, ushers, policemen or firemen, and the number and identity of persons to be used in these capacities by the Party of the Second Part shall be approved by the Manager of the Bolivar County Exposition Center.

2. That the buildings, facilities and equipment located on the County Fairgrounds aforesaid, including those covered and named in this agreement, shall, at the termination of this contract, be returned to the Party of the First Part in as good and safe condition as same was (were) in when the Party of the Second Part begins to operate under this contract, and if any of said building(s), equipment and/or facilities are damaged or destroyed through negligence of the Party of the Second Part, and of its agents, employees and/or persons engaged in operating or conducting said _____, or the negligence or malicious vandalism of any patrons or persons patronizing the Party of the Second Part or any persons in or about said Center during any period in which the Party of the Second Part has charge of same or during any time that any agent or employee of the Party of the Second Part has charge of same or may be working in the Fairgrounds prior to and/or in preparation for cleaning up or repairing damages after said events, the same shall be replaced, or repaired or restored or compensated for by the Party of the Second Part to the complete satisfaction of the Party of the First Part before termination of this contract.

3. The Party of the Second Part shall furnish the Party of the First Part, before each event staged under this contract, approved and satisfactory liability insurance, the premiums for which have been paid by the Party of the Second Part, in amount of \$(n/a) for the injury to any person and \$(n/a) in case of any one accident, and \$(n/a) in case of property damage.

4. That the Party of the Second Part agrees to pay to the Party of the First Part as Rental, the sum of ten percent of all gross receipts after taxes, or \$ _____, whichever is greater, plus any additional services listed under Item Number 1(n/a). It is further understood and agreed that the minimum rental fees shall be paid, \$100.00 (non-refundable) on signing contract, and balance immediately after use. In the event that the Second Party should cancel an engagement previously contracted for to lease the property of the First Party and shall give at least 90 days written notice of such cancellation to First Party then in that event First Party may at is option return the rental already paid unto Second Party. It is also understood and agreed that additional rental, if earned, based on ten percent of gross receipts, shall be settled at the close of each day or/and night's use, with landlord's lien on all Lessee's properties to secure payment. The Manager of the Center may extend the period for settlement of each day or/and night's use if, in his judgment, additional time is required to determine accurate Gross Revenue.

5. It is understood and agreed that the Party of the Second Part shall pay to the Party of the First Part all of the charges made to the Party of the First Part by the Mississippi Power and Light Company for special electric current (other than regular lighting).

6. It is understood and agreed that the Party of the Second Part is to accept the grounds, exits, entrances, building(s), restrooms, and all other equipment and/or facilities named in this agreement and constituting these premises in their present condition, and that they shall be left by the Party of the Second Part, after each _____, and at the termination of this agreement, in good and safe condition.

7. The Party of the First Part shall not be responsible for any contracts, agreements or transactions of the Party of the Second Part in connection with said events, and the Party of the Second Part covenants and agrees to save harmless the Party of the First Part by reason of any contracts, claims or demands of any kind. It is further understood and agreed that the Party of the Second Part shall conduct said event (s) in an orderly and lawful manner.

8. If the Party of the Second Part shall fail to pay any installment or rent or electrical service charge when due or shall fail or refuse to comply with any of the terms of this contract or agreement, then this instrument shall become null and void, and the Party of the First Part shall retain any amounts previously paid by the Party of the Second Part, and Party of the Second Part shall pay all additional rent due and pay all expenses and damages caused by failure or refusal of the Party of the Second Part to comply with the requirements of this section.

9. This agreement or contract may not be assigned or transferred by the Party of the Second Part without consent in writing from the Party of the First Part.

10. It is understood that no concessions are granted to the Party of the Second Part, or anyone acting under this contract for the sale or dispensing of any kind of beverages, foods or other articles of merchandise. This shall apply to any such operation on or about the premises hereinbefore described.

11. That the Party of the Second Part is to make no lawful or unlawful use of these premises or facilities, except those uses and programs as outlined in this contract and agreement.

12. In the event the Party of the Second Part fails or neglects to vacate said premises within the time limited above, the Party of the Second Part agrees to pay as liquidated damages for such unauthorized use, the sum of \$25.00 per hour for each additional hour of use, except that Party of the Second Part shall be permitted 24 hours for set-up and 12 hours for take-down of Party of Second Part's properties without additional charge.

13. The Center Manager and/or any other authorized officials of the Bolivar County Exposition Center shall have right of access to any and all of said premises during the duration of this contract and shall have right of access to any and all financial accountings, records and statements and/or any other pertinent information pertaining to the proper fulfillment of this contract.

14. The Lessee agrees to comply with all state and local laws or ordinances, and shall not permit any act or conduct offensive or repugnant to public sentiment.

15. This contract or agreement is executed on representation of each party hereto made to the other, that the person signing has complete authority to act and bind designated parties; that each Party has read and understands this agreement which is the entire contract between the Parties.

16. No alcoholic beverages will be allowed on the premises.

THIS the _____ day of _____.

Attest:

By:

On stall rental 1/2 of all proceeds will go
to Bolivar County Expo. Building.

RETURN OF SIGNED CONTRACT ~ The original of this contract must be returned to the Manager of the Bolivar County Exposition Center within Ten (10) days from the date of its signature by them, otherwise the contract may become null and void as by and between the parties thereto.