

RENTAL AGREEMENT

This Agreement made effective from the ____ day of _____, 20__, as follows:

BETWEEN:

THE HANOVER AGRICULTURAL SOCIETY INC.,
(hereinafter called the "Society"),

- and -

_____,
(hereinafter called the "Renter"),

Email / Phone / Mailing Address: _____

THE PARTIES AGREE AS FOLLOWS:

1. The Renter is hereby granted a licence from the Society to:
 - (a) use the following:
 - (___) the entire Fair Ground premises; or
 - (___) the area set out in Schedule "A" attached;(hereinafter "the Premises")
 - (b) which shall include the following equipment or facilities: _____
_____.
 - (c) at the date and time: _____.
 - (d) for the purpose of: _____
_____ ("the Event").

2. The Renter shall pay the Society:
 - (a) a fee of \$_____ payable no later than _____, 20__. In case payment is not made by the date due the Society may cancel this agreement without prejudice to the Society's right to recover for moneys due under this licence, and may retain any amount already paid as liquidated damages; and
 - (b) a damage deposit in the amount of \$_____. The damage deposit may be refunded, provided that the Premises are cleaned following the Event and that no damage occurs.

3. The Renter agrees to:
 - (a) Use the Premises for the purpose and within the scope set out in paragraph 1 of this Agreement and no other;

- (b) at all times ensure that the Event is proceeding in an orderly manner, without undue nuisance, noise, or disorderly conduct;
- (c) permit a representative of the Society at any time to enter and inspect the Premises during the course of the rental;
- (d) procure, at its own expense, all licences and permits from municipal, provincial or federal authorities which may be required to operate or conduct its Event, and pay all taxes that may be levied against it as a result of its use;
- (e) not assign or transfer this licence or any rights under this Agreement without the Society's prior written consent;
- (f) dismantle and remove from the premises all structures, decorations, materials, equipment or other property installed or placed on the Premises by the Renter as expeditiously as reasonably possible following the use of the Premises;
- (g) take reasonable steps to ensure that all children are supervised by an adult while on the Premises;
- (h) depending upon the nature of the Event, ensure that security services are provided, if appropriate;
- (i) not permit the use of the Premises for any illegal or unlawful activity; and
- (j) leave the Premises in a clean and orderly state.

4. In case the Renter:

- (a) fails or refuses to comply with the orders or requests of the Society;
- (b) permits any conduct or act which in the reasonable opinion of the Society is improper, or renders it inadvisable that the Renter should be allowed to continue carrying on under this Agreement; or
- (c) otherwise fails to comply with the terms and conditions in this licence;

the Society may terminate the rental and re-take possession of the entire Premises and, at the cost of the Renter, may remove the Renter and all its property from the area in question, by force if necessary, and the Society shall not be liable in damages or otherwise by reason of any such actions. Notwithstanding such termination or removal the Renter shall pay in full the fees payable under this Agreement.

5. The Society shall not be liable for any loss or damage sustained by the Renter during the term of this licence, nor shall it be liable for the loss of or injury to any property, goods or effects of the Renter due to any cause whatever.

- 6. The Renter shall be solely responsible for all acts or omissions due to or caused by the negligence or wilful misconduct of the Renter, its guests, customers, attendees, employees or agents at any time during the use of the Premises pursuant to this Agreement. The Renter agrees to indemnify the Society from any and all such losses and any claims arising from them.
- 7. This agreement, and any Schedules, constitutes the entire agreement between the parties relating to its subject-matter. Any amendments to this Agreement shall be in writing. This agreement shall enure and extend to the heirs, assigns, executors and agents of the parties.
- 8. Additional terms: _____

_____.

AGREED TO on ____, _____, 20__:

Witness

Signature of Renter

The Hanover Agricultural Society Inc.

Witness

Per: _____
Authorized Officer/Director