

## SCYF BLEACHER RENTAL AGREEMENT

PLEASE HAVE THIS AGREEMENT REVIEWED AND APPROVED BY COUNSEL

This Agreement between Sioux County Youth Fair ("Equipment Owner") located at 3028 360<sup>th</sup> St Sioux Center, IA 51250 (Equipment Owner address) and \_\_\_\_\_ ("User") located at \_\_\_\_\_ (User's address) will take effect on the \_\_\_\_ day of \_\_\_\_\_ and will continue until the \_\_\_\_ day of \_\_\_\_\_.

WHEREAS, Equipment Owner owns certain equipment described as Portable bleachers("Equipment"), and WHEREAS User desires to use the Equipment for the purpose of \_\_\_\_\_ and WHEREAS, Equipment Owner has agreed to allow User to use the Equipment provided the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

Equipment Owner agrees to let User use the above-described equipment only for the above-described purpose on \_\_\_\_\_.

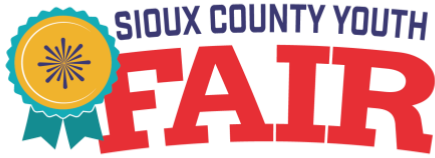
In consideration for the benefit of using the Equipment, User agrees to abide by the terms and conditions of use described in this agreement. User further agrees that the lending of the Equipment is for the User's sole benefit.

User agrees not to use the Equipment for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the Equipment. User also agrees to use the Equipment in a careful and proper manner.

User shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.

Insurance Requirements. User will maintain the insurance coverages shown below:

Liability Insurance. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$\_\_\_\_\_. The User will provide a certificate of insurance to the Equipment Owner at least seven days prior to the date upon which the User begins to use the above-



described Equipment. The certificate of insurance will indicate that User has made Equipment Owner an “additional insured” on User’s policy with respect to the use of the Equipment.

Property Insurance. User promises and warrants that User will keep the equipment insured against all risks of loss or damage from every cause whatsoever for full replacement value of the Equipment and name Equipment Owner as a loss payee.

User agrees to hold harmless, indemnify and defend Equipment Owner (including Equipment Owner’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or financial damage, which may result from any person using the equipment while the equipment is in the care of User, regardless of whether such injury or damage results from the negligence of the Equipment Owner (including equipment owner’s agents, employees and representatives) or otherwise.

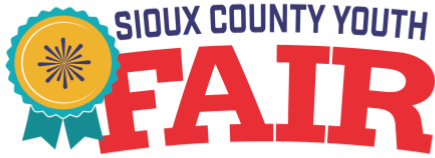
Equipment Owner, being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. User accepts the equipment “AS IS.”

User agrees that Equipment Owner will not be responsible for any failure of equipment for any reason.

This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. In no event will Equipment Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User’s inability to use the Equipment, even if Equipment Owner has been advised of the possibility of such damages.

User has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

User agrees not to assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Equipment Owner.



**SCYFAIRSECRETARY@GMAIL.COM**  
**Joel: 712-360-0124. | Office: 712-722-4411**

Equipment Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Equipment Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated \_\_\_\_\_

### **RENTAL FEE:**

\_\_\_\_\_ **Base Rent \$400 - 100 seat bleacher | \$100/additional day**

\_\_\_\_\_ **Base Rent \$800 - 300 seat bleacher | \$500/additional day**

All events will be charged the base rent, plus mileage at a rate of \$7/loaded miles from Sioux Center, IA to the event location. (I.E. 1 day event set up night before 30 miles from Sioux Center would require 2 round trips, however, mileage would only be charged on one round trip). An additional rental fee of for each additional day of usage at the same location.

*(Fuel surcharge subject to change for price per mile)*

Base Rent: \_\_\_\_\_

Mileage: \_\_\_\_\_

Additional Day: \_\_\_\_\_

**TOTAL FEE:** \_\_\_\_\_

Equipment Owner

User

By Sioux County Youth Fair

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_