

BELTRAMI COUNTY AGRICULTURAL ASSOCIATION  
7223 Fairgrounds Rd NW Suite 7B Bemidji, MN 56601  
218-444-8169 [bcmnfair@paulbunyan.net](mailto:bcmnfair@paulbunyan.net)  
<https://www.beltramicountyfair.org>



## EVENTS, PREMISE AND EQUIPMENT AGREEMENT

Name of Tenant/Entity \_\_\_\_\_ Phone \_\_\_\_\_

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

Event Scheduled: \_\_\_\_\_

From Date/ Time: \_\_\_\_\_ until Date/Time: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Damage Deposit: \_\_\_\_\_

Receipt Number \_\_\_\_\_

Insurance Certificate:  Attached  will Mail  On File with Association

### Agreement

#### 1. Lease

The Beltrami County Agricultural Association, Inc (BCAA) hereby leases to Tenant and Tenant leases from the Association the following portion of the premises ("leased premises") which is owned by Beltrami County but managed by the Association as provided for under Minnesota Statutes Chapter 38. If the lease involves equipment only please specify. BCAA hereby leases to Tenant (which must be an Entity not an individual) and the Entity leases from the Association the following equipment:

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#### 2. Use

Tenant may use the leased premises or equipment during the term of this Agreement only for the purpose indicated. If equipment, the tenant must state the purpose of use:

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#### 3. Term

The terms of this agreement will begin and end as noted above unless sooner terminated by either party as agreed upon at the initiation of this agreement.

#### 4. Rent

The tenant will pay the Association as noted. The rent must be paid to the Association at the address specified in Paragraph 10 of this agreement **prior** to date of the event.

## **5. Deposit**

The Association and Tenant / Entity agree that the Tenant will deposit with the Association the sum indicated above as security for its use of the leased premises / equipment under this Agreement.

## **6. Repair and Maintenance**

The Association and Tenant agree that the Association will be responsible for repair and maintenance of the leased premises. The Tenant is responsible for the repair and damage caused to the leased premises. Any damage to leased equipment will be the responsibility of the Entity. Any equipment requiring a trailer and truck to haul it (due to size) must be completed by a professional moving entity with proper certification to provide such.

## **7. Property Damage Insurance**

Tenant must at Tenants sole cost and expense provide and maintain property insurance during the term of this Agreement in an amount sufficient to cover all items of property owned, maintained or controlled by the Tenant on the leased premises.

## **8. Requirements for all Insurance**

All insurance policies (or riders) required by this Agreement, (i) must be taken out by Tenant and maintained with responsible insurance companies organized under the laws of one of the states of (30) days before cancellation or revision becomes effective, (iii) must name tenant as an insured party and the Association and Beltrami County as additional insured (iv) must be in accordance with specifications approved by the Association and Beltrami County, and (v) must be evidenced by a **Certificate of Insurance** listing the Association and Beltrami County as an additional insured which must be filed with the Association and Beltrami County **prior** to commencement of the term of this Agreement.

The same applies to the Entity.

## **9. Assignment and Subletting**

Tenant/ Entity may not by operation of law or otherwise assign or sublet or permit the leased premises to be used by others without the Association's prior written consent in each instance. The same applies to any leased equipment.

## **10. Drug/Alcohol Policy**

Due to insurance confines, there is no outside alcohol allowed on the Fairgrounds with one exception. The only legal alcohol in this venue must be procured from the designated alcohol concession on the Fairgrounds during a sanctioned event and within the confines of that event. Illegal drugs are not allowed anywhere on the Fairgrounds.

## **11. Grandstand**

Grandstand events have specific regulations regarding the following:

Alcohol is not allowed in the Grandstand Arena or the Pit area at any time. Event participants are not allowed to purchase alcohol at any concession on the Fairgrounds and take it with them into the Pit or Arena area. Consuming alcohol from the designated alcohol concession specific to a Grandstand event is only allowed in the Grandstand bleacher/seating area.

Failure to follow these rules will result in a warning for the first offense, removal of the persons engaging in the use of such for the second offense and removal from the Fairgrounds of the entire event for the third offense.

Children 12 and under are not allowed in the Pit area, unless they are a registered competitor, and must be accompanied by a parent or garden. In addition, unaccompanied children 12 and under are not

allowed in the Arena while an event is occurring. Parents/guardians (18 or older) are responsible for the safety and security of their children. Failure to follow this rule will be dealt with in the same manner as stated above.

**12. Written notices or other Correspondence**

Any written notice or other correspondence to be provided by or between the Association and Beltrami County and the Tenant in accordance with this Agreement must be either hand-delivered or mailed to the following address:

Association: Beltrami County Agricultural Association, Inc.  
7223 Fairgrounds Rd NW Suite 7B  
Bemidji, MN 56619

Beltrami County: Beltrami County Administration  
701 Minnesota Avenue NW  
Bemidji, MN 56601

Tenant: \_\_\_\_\_  
\_\_\_\_\_

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

**13. In the event of emergency declarations:**

(Examples: pandemics, events requiring isolation or others) issued by federal, state or local authorities regarding events the Tenant is responsible for reviewing the information or links provided, following all guidelines and adhering to such during their stay at the Fairgrounds. A copy of the current BCAA Emergency Guidelines Plan related to declarations will be provided with this contract.

The BCAA is not responsible for supplying additional equipment or supplies for the health or welfare of the participants. The BCAA agrees to supply a sanitized venue for the renter. The renter is responsible for following and implementing additional guidelines. Failure to do so will constitute a breach of contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below:

\_\_\_\_\_ DATE: \_\_\_\_\_

***BELTRAMI COUNTY AGRICULTURAL ASSOCIATION (by, Rina Phillips/ Facilities Manager)***

\_\_\_\_\_ **DATE:** \_\_\_\_\_

***TENANT/ENTITY REPRESENTATIVE***