



2015 Manchester Road • Wheaton, IL 60187 • www.DuPageCountyFair.org
(630) 668-6636 • Fax (630) 668-6681 • info@dupagecountyfair.org

AGREEMENT FOR USE OF FAIRGROUNDS FACILITIES

Made this 17th day of April, 2014 by and between the DuPage County Fair Association of Wheaton, Illinois, party of the first part and Wheaton Park District party of the second part.

Witnesseth: In consideration, the named parties agree as follows: The party of the first part agrees to furnish the use of the

Buildings: Carnival Area Parking Lot For the Period of
ONE DAY: Saturday, May 3, 2014 - To hold "Go Fly a Kite" from 10am - 2pm

Under the following conditions: IF NEEDED: Food Vendor Space @ \$50 each; Tables \$5 ea.; Chairs \$1 ea. PLEASE NOTE INCREASE IN CAMPING FEES. If Air conditioning is used an additional fee of \$375 will be charged PER DAY

1. The party of the second part agrees to pay the party of the first part a service charge of \$125.00 for the use of Fairgrounds facilities. This amount to be completely paid one month in advance of the date of occupancy. Signed contract to be returned within 30 days with deposit.
2. All organizations using Fairgrounds facilities shall arrange their own set up. Fairgrounds custodian to be available to locate equipment needed provided this equipment is owned by the Fair Association and is available for use. Do not block any exits.
3. Following each event, damages or losses to be reported to organization as soon as possible with party of the second part being responsible for the return of lost items and the repair of damaged equipment.
4. Service charges for the use of Fairgrounds facilities to vary depending on the amount of heat needed, amount of electrical use, amount of discardable material to be hauled away and also the amount of time required for the Fairgrounds custodians to dismantle and cleanup following event. Party of second part is responsible for clean up - including emptying garbage cans and placing garbage in dumpsters found outside of buildings.
5. Any group using Fairgrounds facilities where food is to be served to the general public shall clear with the DuPage County Health Department. Any food products or garbage shall be disposed of upon completion of meal and not left for cleanup by custodians. Disposal containers are on hand for this purpose outside buildings.

The party of the second part shall maintain in force General Liability and Property Damage insurance in the amount of \$2,000,000 and agrees, to the extent allowed by law, to hold harmless and defend the Lessor, DuPage County Fair Association, their officers and employees, from any and all claims, losses, and expenses for injuries to persons or damage to property, including the use thereof, which may arise as a result of any act or omission which may result from the use of the premises as defined in the contract or caused by any person, firm, or corporation directly or indirectly employed by the party of the second part. It is agreed that the party of the second part shall furnish a certificate of insurance including this contractual agreement, prior to the event. Certificate must name DuPage County Fair Association as Certificate Holder and Additional Insured. Certificate must include date of show.

6. **NO BEER or liquor is allowed on the fairgrounds. SMOKING not allowed in any exhibition buildings.**
7. Parking must remain on a free parking basis. If a traffic problem is expected, the party of the second part must provide a uniformed officer to direct same. All fire lanes must be kept open by order of City of Wheaton Fire Protection Bureau.
8. Special provisions: Admission to events must be collected after people have parked their vehicles. We suggest at the doors or at permanent ticket booths on west side of buildings.
 - 9a. Each trailer shall be charged \$35 per night for 30amp, \$45 per night for 50amp for camping on grounds.
 - 9b. Club responsible for own clean up - See #4 above.
 - 9c. Refundable security deposit governed by Rules Sheet enclosed - please read.
 - 9d. Contract subject to attached Rules and Regulations / Agreement - Please Read.
9. Both parties have read this contract and agree to live up to all provisions therein.

Service Charge: \$ 125.00

Insurance: Certificate to be furnished

Insurance Rider- subject to quote: \$0

Security Deposit of \$0.00 to be charged.

Amount to be returned provided all provisions are met.

Total: \$125.00

Payment & Contract due **NOW**: \$0.00

Balance due 30 days prior to event/show: \$125.00

Charles J. Ingram
DuPage County Fair Association PRESIDENT

Wheaton Park District

Party of the second part

By:

Kristina Nemetz
Address: Kristina Nemetz
102 E. Wesley Street
Wheaton, IL 60187
Phone: 630-510-5064

Michael Bernard
Executive Director

Email: knemetz@wheatonparks.org

<p>Payment w/credit card: Please Circle One VISA/MASTERCARD/AMERICAN EXPRESS Credit Card # _____ Exp Date: _____ Verification #: _____ Checks made payable to: DuPage County Fair Association</p>

Please sign and **return ORIGINAL CONTRACT** with Deposit & **INFORMATION SHEET**.
Keep copy for your records. In order to CANCEL Show, you **MUST** return contract with **CANCELLED** WRITTEN ON IT.



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Witnesseth: In consideration, the named parties agree as follows: The party of the first part agrees to furnish the use of the

Buildings: North end Fairgrounds, Grandstand/Grandstand washrooms For the Period of

ONE DAY: Thursday, July 3, 2014 - To hold Show of Fireworks - Dusk

Under the following conditions: **IF NEEDED: Food Vendor Space @ \$50 each; Tables \$5 ea.; Chairs \$1 ea. PLEASE NOTE INCREASE IN CAMPING FEES. If Air conditioning is used an additional fee of \$375 will be charged PER DAY**

- The party of the second part agrees to pay the party of the first part a service charge of **\$1550.00** for the use of Fairgrounds facilities. This amount to be completely paid one month in advance of the date of occupancy. **Signed contract to be returned within 30 days with deposit.**
- All organizations using Fairgrounds facilities shall arrange their own set up, Fairgrounds custodian to be available to locate equipment needed provided this equipment is owned by the Fair Association and is available for use. Do not block any exits.
- Following each event, damages or losses to be reported to organization as soon as possible with party of the second part being responsible for the return of lost items and the repair of damaged equipment.
- Service charges for the use of Fairgrounds facilities to vary depending on the amount of heat needed, amount of electrical use, amount of discardable material to be hauled away and also the amount of time required for the Fairgrounds custodians to dismantle and cleanup following event. Party of second part is responsible for clean up - including emptying garbage cans and placing garbage in dumpsters found outside of buildings.
- Any group using Fairgrounds facilities where food is to be served to the general public shall clear with the DuPage County Health Department. Any food products or garbage shall be disposed of upon completion of meal and not left for cleanup by custodians. Disposal containers are on hand for this purpose outside buildings.

The party of the second part shall maintain in force General Liability and Property Damage insurance in the amount of \$2,000,000 and agrees, to the extent allowed by law, to hold harmless and defend the Lessor, DuPage County Fair Association, their officers and employees, from any and all claims, losses, and expenses for injuries to persons or damage to property, including the use thereof, which may arise as a result of any act or omission which may result from the use of the premises as defined in the contract or caused by any person, firm, or corporation directly or indirectly employed by the party of the second part. It is agreed that the party of the second part shall furnish a certificate of insurance including this contractual agreement, prior to the event. Certificate must name DuPage County Fair Association as Certificate Holder and Additional Insured. Certificate must include date of show.

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- Parking must remain on a free parking basis. If a traffic problem in expected, the party of the second part must provide a uniformed officer to direct same. **All fire lanes must be kept open** by order of City of Wheaton Fire Protection Bureau.
- Special provisions: Admission to events must be collected after people have parked their vehicles. We suggest at the doors or at permanent ticket booths on west side of buildings.
 - Each trailer shall be charged **\$35 per night for 30amp, \$45 per night for 50amp for camping on grounds.**
 - Club responsible for own clean up - See #4 above.
 - Refundable security deposit governed by Rules Sheet enclosed - please read.
 - Contract subject to attached Rules and Regulations / Agreement – Please Read.
- Both parties have read this contract and agree to live up to all provisions therein.

Service Charge: \$ 1550.00
Insurance: Certificate to be furnished
Insurance Rider- subject to quote: \$0
Security Deposit of \$0.00 to be charged.
Amount to be returned provided all provisions are met.
Total: \$ 1550.00
Payment & Contract due **NOW: \$0.00**
Balance due 30 days prior to event/show: \$1550.00

DuPage County Fair Association PRESIDENT
Wheaton Park District
Party of the second part
By:
Address: Kristina Nemetz
102 E. Wesley Street
Wheaton, IL 60187
Phone: 630-510-5064
4/24/14
Michael Benard
Executive Director

Payment w/credit card: Please Circle One
VISA/MASTERCARD/AMERICAN EXPRESS
Credit Card # _____
Exp Date: _____ Verification #: _____
Checks made payable to: DuPage County Fair Association

Please sign and return ORIGINAL CONTRACT with Deposit & INFORMATION SHEET.
Keep copy for your records. In order to CANCEL Show, you MUST return contract with **CANCELLED** WRITTEN ON IT.