

DELAWARE COUNTY EXPOSITION CENTER

P.O. Box 1985
1210 North Wheeling Avenue
Muncie, Indiana 47308

BUILDING AND GROUNDS RENTAL AGREEMENT (Revised 12/08/2025)

Parties and Premises. This Agreement, dated _____, is by and between Delaware County Exposition Center of Muncie, Indiana, hereinafter referred to as “Owner,” and _____ of _____ (Company), hereinafter referred to as “Renter,” for rental of _____ located at 1210 N. Wheeling Avenue, Muncie, Indiana (the “Premises”), under the following terms and conditions.

- 1. **Rental Fee.** Renter shall pay to Owner the total sum of \$_____ for the rental of the building(s) and equipment located at 1210 N. Wheeling Avenue, Muncie, Indiana. Such amount shall be paid in full no later than forty-five (45) business days prior to the date of each event. Renter agrees to rent the building(s) and equipment as set forth in Exhibit ‘A’ to this Agreement.
- 2. **Cancellation (30–45 Business Days).** If Renter cancels the event more than thirty (30) business days, but not more than forty-five (45) business days, prior to the event date, Two Hundred Dollars (\$200.00) of the amounts paid shall be forfeited. The balance, if any, shall be refunded by the County Auditor’s Office, which may take up to six (6) weeks to process.

If the Renter cancels the event thirty (30) business days or less prior to the event date, all amounts paid shall be forfeited and the Renter shall not be entitled to any refund.

Client to Initial Acceptance _____

- 3. **Form of Payment.** Owner reserves the right, in Owner’s sole discretion, to require that any deposit or rental payment be made in the form of a cashier’s check.
- 4. **Returned Checks.** A nonrefundable fee of Fifty Dollars (\$50.00) shall be assessed for any check that is returned unpaid for any reason, including, but not limited to, insufficient funds or a closed account.

Client to Initial Acceptance _____

- 5. **Responsibility for Conduct.** Renter assumes full and complete responsibility for the actions and conduct of Renter and of all participants, invitees, vendors, contractors, and any other person(s) involved in or attending the activities or event.
- 6. **Responsibility for Assignees and Sublessees.** Renter assumes all responsibility for any loss or damage, whether direct or indirect, to the facility and its equipment caused by any person or entity to whom Renter assigns space, sublets space, or otherwise grants the right to use space for displays or any other purpose.

7. **Damage Deposit.** A damage deposit, in an amount consistent with the rental rate of the buildings or grounds, is required for all rentals. The damage deposit shall be paid no later than forty-five (45) business days prior to the date of the event and may, at Owner’s option, be required to be paid by cashier’s check, money order, or personal check. After inspection of the facilities and contents, the damage deposit will be refunded by the County Auditor’s Office, provided Owner determines that no damage has occurred, no additional fees are due as a result of Renter’s event, and all keys issued to Renter have been returned to Owner. Such refund may take up to six (6) weeks to process. **Key drop box on west side of office.**

Keys. Lost Key Charge. Renter may not make or permit any duplicate keys to be made. All keys must be returned to Owner at the end of the rental period. The charge for each lost, unreturned, or non-returned key is Seventy-Five Dollars (\$75.00) per key.

IMPORTANT NOTE: If any door leading to the outside is found unlocked on the morning following the event, the damage deposit shall be forfeited in full.

Client to Initial Acceptance _____

8. **Building Rental Hours.** Rental of the buildings includes access from 7:00 a.m. to 11:00 p.m. on the contract date. Extended hours must be requested and paid for in advance. If approved by the Owner, the Renter will be billed Seventy-Five Dollars (\$75.00) per hour, per building, in one-hour increments, and any portion of an hour will be billed as a full hour. Approval of extended hours is not guaranteed. If the Renter occupies the building(s) beyond the agreed-upon extended hours, the Renter will be billed an additional One Hundred Dollars (\$100.00), plus Seventy-Five Dollars (\$75.00) per hour, per building, in one-hour increments, and any portion of an hour will be billed as a full hour.

Vacating Premises. Renter and all guests must vacate the premises by 12:00 midnight on each day of the rental period. Requests to vacate the premises after midnight require prior approval from the Board.

Client to Initial Acceptance _____

9. **Motor Vehicles Prohibited.** Absolutely no motor vehicles (including, without limitation, cars, trucks, motorcycles, golf carts, and similar vehicles) are allowed inside the Heartland Hall Building.

Client to Initial Acceptance _____

10. **Posting and Attachments.** No materials may be posted or attached, by any means (including, without limitation, tape, magnets, nails, pins, or similar fasteners), anywhere inside or outside of the buildings or on the inside or outside of any entry door. Any violation of this provision will result in a minimum forfeiture of One Hundred Dollars (\$100.00) from the damage deposit.

Client to Initial Acceptance _____

11. **Tables and Chairs.** All tables and chairs must be returned to their designated racks, or otherwise left in the same location and condition as when Renter first entered the building. A charge of Two Hundred Dollars (\$200.00) will be added if tables and chairs are not returned to their racks or left as originally found.

Client to Initial Acceptance _____

12. **Insurance.** Renter must obtain liability and property damage insurance covering the proposed event in an amount of not less than One Million Dollars (\$1,000,000) combined single limit (CSL). Renter shall deliver to Owner a certificate of insurance evidencing such coverage, which must list Owner as both 'Certificate Holder' and 'Additional Insured.' The certificate must state that the policy may not be cancelled without at least seven (7) days' prior written notice to Owner from the insurer. The certificate of insurance must be delivered to Owner no later than forty-five (45) business days prior to the date of the event. The certificate of insurance must also list as additional named insureds: Delaware County Board of Commissioners and the Delaware County Fair Board, 1210 N. Wheeling Avenue, Muncie, IN 47303.

Client to Initial Acceptance _____

13. **Refuse and Trash Removal.** Renter shall not leave refuse in the buildings or outside the rental building (including, without limitation, cups, paper towels, cigarette butts, and similar items). All trash containers must be emptied during the event as needed and again at the completion of the event, and all trash shall be placed in the designated area. A charge of Fifty Dollars (\$50.00) will be added for each trash container that is not emptied. An additional charge will be assessed for any other refuse left for disposal by Owner.

Restroom Cleaning and Policing. Renter assumes all responsibility for policing restrooms during the event (including, without limitation, picking up cups, paper towels, and similar items). A charge of Fifty Dollars (\$50.00) per restroom will be added for any additional cleaning required above normal cleaning.

If requested in advance, Grounds personnel may be provided by Owner to clean restrooms and empty all trash containers during the event. Renter shall pay Fifty Dollars (\$50.00) per hour, with a minimum charge of two (2) hours, for such Grounds personnel services.

Client to Initial Acceptance _____

14. **Overtime Charges.** If overtime work by grounds personnel is required in connection with the event, Renter shall be charged at one and one-half (1.5) times the applicable hourly rate set forth below, with a two (2) hour minimum (see page 7).
15. **High Voltage Electrical Hookups.** All high voltage electrical hookups must be performed exclusively by the Fairgrounds Electrician, at the Fairgrounds Electrician's then-current rate for service, plus the normal hourly rate of Grounds personnel if Grounds personnel are required, and such charges shall be paid to Owner.
16. **Food Service and Use of Kitchen Facilities.** Renter may either hire an outside caterer or provide food and beverages independently. Buildings and kitchen areas may be used only for the refrigeration (where available) and service of food and beverages and may not be used for cooking or preparation of food or beverages. All food, beverages, and related supplies must be removed from the kitchen area at the conclusion of the event, and the kitchen area must be left in a clean condition. If, in Owner's reasonable judgment, additional cleaning beyond normal cleaning is required, a cleaning fee of Fifty Dollars (\$50.00) per building will be charged to Renter.

Client to Initial Acceptance _____

17. **Alcohol Service.** Alcohol may be served on the Fairgrounds only through an approved Delaware County Fairgrounds bar service vendor or licensed caterer. If alcohol will be served, Renter must complete the Alcohol Service Addendum at the time of booking. No alcohol may be sold without the required special catering permit and license. Failure to comply with these requirements will result in forfeiture of the damage deposit and may result in additional fines. Renter must indicate below whether alcohol will be served:

Yes, we plan to serve alcohol. _____ **No, we do NOT plan to serve alcohol.** _____
(If yes, please review and fill out page 11)

If Renter plans to serve alcohol, a One Hundred Dollar (\$100.00) alcohol fee will be charged. If alcohol is served or provided, prior written approval from the Owner is required. If approved, Liquor Liability insurance must be obtained by the Renter, and a copy of the certificate of insurance must be on file at the Fair Office forty-five (45) business days, prior to the event.

Client to Initial Acceptance _____

18. **Security Requirements.** The Delaware County Fair Board will determine whether security or law enforcement is required for an event. Such requirements will depend on factors including, but not limited to, event size, alcohol use, time of day, and event type. Renter must comply with all security requirements imposed by the Delaware County Fair Board, and failure to do so may result in cancellation of the event without refund. All required security shall be arranged through the Delaware County Sheriff's Office by the Delaware County Fair Board.
19. **Incident Report.** If an incident occurs on the Premises during the event for which police or Emergency Medical Services (EMS) are called, Renter is responsible for completing and submitting a written Incident Report, using the form attached to this Agreement, to the Fairgrounds Office, in a form acceptable to Owner, as soon as reasonably practicable following the incident, but in no event later than two (2) business days after the incident.
20. **No Agency.** The parties agree that nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employment relationship between the parties, and that neither party has authority to bind the other in any manner.
21. **Indemnification.** Renter shall save, defend, hold harmless, and indemnify Owner from and against any and all claims, demands, damages, losses, liabilities, and expenses, whether threatened or asserted, for injury or damage to any person or property arising out of or related to Renter's use or occupancy of the Premises. Such obligation includes, without limitation, all judgments, settlements, or awards entered in connection with such claims, and all reasonable attorney fees and costs incurred by Owner as a result of the threat or assertion of any such claim.
22. **Animals.** No animals are permitted inside any building or on the grounds, except for service animals assisting individuals with disabilities, unless otherwise approved in advance by Owner.
23. **Governing Law.** This Rental Agreement, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of Indiana.

24. **Authority.** It is agreed that _____ is entering into this Agreement on behalf of _____ as that party's duly appointed and authorized agent.

25. **Provision of Facilities.** Owner agrees to provide _____ to Renter for the agreed rental period as set forth in this Agreement.

| Date: Start | Date: End | Date: Start | Date: End |
|-------------|-----------|-------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

26. **Renter Obligations.** It is further agreed that Renter will make all payments in accordance with the terms of the accompanying contract governing these events and will return the building(s) clean and free of all trash at the conclusion of the event(s).

27. **Priority Use by County.** Renter acknowledges that, on rare occasions, the Fairgrounds facilities may be reserved for use by County entities. In such circumstances, events scheduled in affected buildings may be rescheduled to a mutually agreeable date or cancelled, in which case Renter shall be entitled to a refund of any prepaid rental fees for the affected booking.

28. **Cancellation by Fair Board.** The Delaware County Fair Board reserves the right to cancel this Rental Agreement at any time, for any reason deemed necessary by the Board, including, but not limited to, safety concerns, violations of Fair Board policies, illegal activity, or any behavior that the Board determines is inappropriate or poses a risk to persons or property. In the event the Fair Board cancels this Agreement, Renter acknowledges and agrees that no refund of fees will be issued, and Renter waives any and all claims, demands, or rights to damages of any kind against the Delaware County Fair Board, its members, employees, and volunteers.

29. **Entire Agreement; No Verbal Modifications.** This written Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous verbal or written agreements, representations, or understandings regarding the subject matter hereof. No verbal statements or promises shall be binding on either party. Any amendment or modification to this Agreement must be in writing and signed by both Owner and Renter.

Deposit. A deposit of Two Hundred Dollars (\$200.00) per building is due at the time of contract signing to hold the reserved date unless a damage deposit in at least that amount is already on file for Renter.

Client to Initial Acceptance _____

Final Payment. The balance of the contract is due forty-five (45) business days in advance, by:
_____.

RENTER

Name (Printed) _____

Signature _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone () _____ Other # () _____

Email _____

DATED THIS _____ DAY OF _____, 20_____.

OWNER

Delaware County Exposition Center, Inc.
Owner Representative

Executive Fair Board Member

Marsha Day, Office Manager
Fair Office: (765) 288-1854

Email: delcofair@live.com
Website: delcofairgrounds.com

Dan White
Grounds Manager
(765) 744-6918

| Rental of Building(s), Grounds, Equipment | Charge | Total | |
|--|----------------|---------------------------|----------|
| MEMORIAL BUILDING <i>(Rent includes 6' Rectangular Tables only. Not interchangeable with Round.)</i> | | | |
| <u>Set-up/Tear-down</u> | 1 day only | \$300.00 | \$ _____ |
| 33 Tables 192 Chairs | # days _____ | \$600.00/event day | \$ _____ |
| Concessions: 5 Tables | # days _____ | \$30.00 | \$ _____ |
| HEARTLAND BUILDING <i>(Rent includes 6' Rectangular Tables only. Not interchangeable with Round.)</i> | | | |
| • There is no combination of North Hall and Middle Hall. You rent entire building. | | | |
| <u>Set-up/Tear-down</u> | 1 day only | \$350.00 | \$ _____ |
| All Building 33 Tables 192 Chairs | | Mon-Thur. \$675.00 | \$ _____ |
| <u>Set-up/Tear-down</u> | 1 day only | \$400.00 | \$ _____ |
| All Building 33 Tables 192 Chairs | | Fri-Sun. \$850.00 | \$ _____ |
| <u>Set-up/Tear-down</u> | 1 day only | \$200.00 | \$ _____ |
| North Hall 11 Tables 64 Chairs | | Mon-Thur. \$375.00 | \$ _____ |
| <u>Set-up/Tear-down</u> | 1 day only | \$250.00 | \$ _____ |
| North Hall 11 Tables 64 Chairs | | Fri-Sun. \$500.00 | \$ _____ |
| • South Hall may only be rented when North Hall only is rented. | | | |
| <u>Set-up/Tear-down</u> | 1 day only | \$150.00 | \$ _____ |
| South Hall 11 Tables 64 Chairs | | Mon-Thur. \$275.00 | \$ _____ |
| <u>Set-up/Tear-down</u> | 1 day only | \$200 | \$ _____ |
| South Hall 11 Tables 64 Chairs | | Fri-Sun. \$375.00 | \$ _____ |
| • These only rent when North Hall is rented, and someone needs a room rental. | | | |
| Kitchen only rents with North Hall | | \$50.00 | \$ _____ |
| Meeting Room only rents with North Hall (8 tables & 24 chairs) | | \$50.00 | \$ _____ |
| COMMUNITY BUILDING | # days _____ | \$550.00/day | \$ _____ |
| <u>Set-up/Tear-down</u> | 1 day only | \$275.00 | \$ _____ |
| Community Room | # days _____ | \$100.00/day | \$ _____ |
| MISCELLANEOUS CHARGES | | | |
| Tables – Rectangular | # Extra _____ | \$4.00/each | \$ _____ |
| Tables – Round | # Needed _____ | \$6.00/each | \$ _____ |
| Chairs | # Extra _____ | \$1.00/each | \$ _____ |
| PA System | # days _____ | \$50.00/day | \$ _____ |
| Marquee – Wheeling Ave | # days _____ | \$ 50.00/day \$100.00/wk. | \$ _____ |
| Clean Up or Assistance by Staff | | | |
| #hours _____ x workers _____ | | \$40.00/hour per worker | \$ _____ |

DELAWARE COUNTY EXPOSITION CENTER/FAIRGROUNDS

Building and Grounds Rental Agreement

EXHIBIT "A"

| | | | |
|------------------|---------|------------------|----------|
| Food Trailers | # _____ | \$50.00/each | \$ _____ |
| Electric Drops | # _____ | \$5.00/each | \$ _____ |
| Bleachers | # _____ | \$300/each | \$ _____ |
| Pipes and Drapes | # _____ | \$10/per section | \$ _____ |
| Alcohol Fee | | \$100 | \$ _____ |
| Miscellaneous | _____ | /each | \$ _____ |

RENT DUE (Including equipment) \$ _____

DAMAGE DEPOSIT (50% of Building Rent Due) \$ _____

CONTRACT TOTAL \$ _____

| | Date | Amount | Balance |
|--|-------------|---------------|----------------|
| Payment on Contract \$200 min first payment | _____ | \$ _____ | \$ _____ |
| Payment on Contract | _____ | \$ _____ | \$ _____ |
| Payment on Contract | _____ | \$ _____ | \$ _____ |

INCIDENT REPORT FORM Delaware County Fairgrounds

Date of Report: _____ Time of Report: _____

Event Name: _____

Event Date: _____ Event Time: _____

Renter Name: _____

Organization (if any): _____

Contact Phone: _____ Contact Email: _____

Location of Incident on Premises: _____

Date of Incident: _____ Time of Incident: _____

Type of Incident (check all that apply):

Injury/Illness

Property Damage

Disturbance/Behavior

Other: _____

Description of Incident (facts only; include what happened, how, and any hazards):

Persons Involved

Name: _____ Role (guest, staff, etc.): _____

Address: _____

Phone: _____ Email: _____

Injured? Yes No

If yes, describe injury: _____

Witness Information (if any)

Witness Name: _____

Phone: _____ Email: _____

Witness Statement (summary): _____

Police / EMS Response

Were police called? Yes No

Agency: _____ Case/Report No. (if known): _____

Was EMS called? Yes No

Agency: _____ Medical treatment provided on site? Yes No

If yes, describe: _____

Corrective Actions Taken (immediate actions at the time of incident):

Reported By

Name of Person Completing Report: _____

Relationship to Event (Renter, staff, etc.): _____

Signature: _____ Date: _____

For Fairgrounds Office Use Only

Received By: _____

Date Received: _____ Time Received: _____

Follow-up/Notes: _____

Alcohol Service Addendum

This Alcohol Service Addendum (“Addendum”) is made part of the Rental Agreement dated _____ between Delaware County Exposition Center / Delaware County Fair Board (“Owner”) and _____ (“Renter”) for the event to be held on _____ (“Event Date”) at 1210 N. Wheeling Avenue, Muncie, Indiana (the “Premises”).

1. Renter shall use only an alcohol service vendor approved in advance by the Delaware County Fair Board. All alcohol provided, sold, or served on the Premises must be supplied and served solely by the approved vendor. No outside alcohol of any kind may be brought onto, possessed, or consumed on the Premises by Renter, Renter’s guests, or any third party.

Approved Vendor Name: _____

Vendor Contact Information: _____

2. Alcohol Service Times: Alcohol may be served only during the following times, as approved by the Delaware County Fair Board: Start Time: _____ End Time: _____ No alcohol may be served or consumed outside of these approved times.

3. Compliance with Laws and Policies: Renter and the approved vendor shall comply with all applicable federal, state, and local laws and regulations, as well as all policies and directives of the Delaware County Fair Board and any law enforcement authorities. Service of alcohol to anyone under the legal drinking age or to visibly intoxicated persons is strictly prohibited.

4. Responsibility and Consequences of Non-Compliance: Renter is responsible for ensuring that all guests, invitees, and participants comply with this Addendum, including the prohibition on outside alcohol. Any violation of this Addendum, including but not limited to bringing outside alcohol onto the Premises or serving alcohol outside the approved times, may, at Owner’s sole discretion, result in:

- Immediate suspension or termination of alcohol service; and/or
- Immediate cancellation of the event without refund.

5. Indemnification: Renter agrees to indemnify, defend, and hold harmless the Delaware County Fair Board, Delaware County Exposition Center, Delaware County, and their members, officers, employees, and volunteers from and against any and all claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to the sale, service, possession, or consumption of alcohol in connection with the event.

6. This addendum is incorporated into and made part of the Rental Agreement. In the event of any conflict between this Addendum and any other provision of the Rental Agreement regarding alcohol, the terms of this Addendum shall control. Renter acknowledges that Renter has read, understands, and agrees to the terms of this Alcohol Service Addendum.

Renter: _____ Date: _____

Owner: _____ Date: _____