

**LAKE COUNTY 4-H BUILDINGS AND GROUNDS  
RENTAL AGREEMENT**

**I. PARTIES:** This Agreement is between Lake County, South Dakota, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Renter.” This Agreement applies to Renter’s use of the following facilities, hereinafter referred to as “the Facilities”, which are owned by Lake County and located on the Lake County 4-H Grounds, hereinafter referred to as “the Grounds”:

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**II. DURATION OF USE:** Renter is allowed to use the Facilities on \_\_\_\_\_, starting at approximately \_\_\_\_\_m until \_\_\_\_\_, at \_\_\_\_\_m for the following event(s): \_\_\_\_\_  
\_\_\_\_\_. Renter agrees that the activities conducted in the Facilities during the term specified above will in no way interfere with the regular business and activities conducted by County.

**III. ACCESS:** If a key is needed to access the Facilities, Renter is encouraged to contact the Buildings and Grounds Superintendent at 605-256-7623 to arrange a time to pick up the key from the Buildings and Grounds Superintendent. Renter must return the key to the Buildings and Grounds Superintendent within two (2) business days of the event’s conclusion..

**IV. RULES REGARDING USE AND MAINTENANCE:**

- A. Renter expressly agrees to utilize the Facilities and/or the Grounds for only non-hazardous activities. Activities that are expressly prohibited by the County are:
- a. Camping activities and any racing activities to specifically include demolition derbies, motor vehicle racing, horse racing, and rodeos. By its inclusion of specific exclusions, this list is not meant to be exhaustive.
- B. If Renter is holding an event that would be deemed an equine activity as that term is defined by SDCL chapter 42-11, Renter specifically agrees to post the required notice in the manner prescribed in SDCL § 42-11-5.
- C. If the Facilities used by the Renter include the 4-H Center, the following rules regarding use and maintenance apply:
- a. Renter may use the tables, chairs, podium, pegboard displays, and restrooms during the event as long as they are returned to the condition and arrangement they were in when Renter entered the 4-H Center.
  - b. Renter must clean the 4-H Center at the conclusion of the event, which at a minimum, includes:
    - i. Wiping down any tables or chairs used by Renter;
    - ii. Emptying all garbage containers and disposing of any garbage in the dumpster located outside on the Grounds;
    - iii. Removing any boxes or other materials used or brought to the 4-H Center by Renter;
    - iv. Sweeping or mopping the floor, if necessary; and
    - v. Turning off all lights, closing all windows, and locking all doors.
- D. If the Facilities used by the Renter include the Livestock Barn, 4-H Swine Pole Barn, 4-H Dairy Pole Barn, 4-H Beef Pole Barn, 4-H Shelter/Show Arena, or 4-H Beef Arena, the following rules regarding use and maintenance apply:

- a. Facilities must be returned to the condition and arrangement they were in prior to Renter's use of the Facilities.
- b. If livestock are present,
  - i. Renter must provide or furnish livestock bedding. Beef and swine are required to bed with wood chips or shavings. Dairy cattle, goats, and sheep may bed with straw provided the base layer is wood chips.
  - ii. Renter must ensure that livestock are provided with proper nutrition including clean fresh water at all times and that the animals' bedding is appropriate and clean.
  - iii. Renter must ensure that livestock are free from evidence of contagious diseases and are in good health.
- c. Renter must clean the Facilities at the conclusion of the event, which at a minimum, includes:
  - i. Picking up any garbage, emptying all garbage containers, and disposing of any garbage in the dumpster located on the Grounds;
  - ii. Removal of any manure, wood chips, or other bedding materials; and
  - iii. Disinfecting the Facilities if livestock were present.
- d. Renter must keep the Grounds in a sanitary condition to include: removing all trash; keeping the Grounds free from refuse; and providing adequate restroom and sewage disposal facilities.
  - i. A port a potty is available on the Grounds from May 1 through August 31 each year and may be used for Renter's event. If Renter's event does not take place during the period of time in which a port a potty is available and one is needed for Renter's event, it is Renter's responsibility to make arrangements for and pay all costs associated with bringing in a port a potty. This may include rental of the 4-H Center to provide access to restrooms for Renter's event.
- E. No alcoholic beverages, tobacco, illegal drugs, or gambling are allowed in the Facilities or the Grounds.
- F. Events attended by minors must have one adult chaperone (21 years or older) for every ten minors. For ten or fewer minors, only one adult chaperone need be present.
- G. Additional rules and conditions may be imposed by the County Commission.

**V. ADDITIONAL RENTER RESPONSIBILITIES**

- A. Renter must comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements.
- B. Renter is responsible for enforcing the rules posted in the Facilities, the rules contained in this Agreement, and any additional rules and conditions provided to them by the County Commission. Renter is responsible for the attendees of the event and will ensure that all attendees use the Facilities responsibly.
- C. Renter is responsible for any damage that occurs to the Facilities or to the Grounds arising out of or resulting from the Renter's use of the Facilities. Renter is responsible for all costs associated with repairing the damage. Renter is responsible for any missing property from the Facilities or the Grounds arising out of or resulting from the Renter's use of the Facilities, and Renter is responsible for the cost of replacing any missing property.

- D. Deposit and usage fees are outlined on the Rate and Use Schedule attached as Appendix A to this agreement. An administrative fee of \$25.00 is required for all rental application requests, regardless of whether a deposit and usage fee is required. Full payment is due in advance of the event.
- a. Payments made to County as specified herein shall be deemed to include all taxes of any description, federal, state or municipal, if any, assessed against the County by reason of this Agreement.
  - b. County reserves the right to deduct from the deposit charges related to, but not limited to, janitorial services, maintenance or repair services, staff time, or emergency services that are required as a result of Renter's use. The deposit may also be fully or partially withheld for any of the following reasons:
    - i. Damage to the Facilities or the Grounds;
    - ii. Damage to the Grounds by driving off marked vehicle areas;
    - iii. Failure to properly clean Facilities;
    - iv. Use of the Facilities in excess of the time frame reserved;
    - v. Failure to return keys;
    - vi. Failure to follow general policies, rules, and procedures;
    - vii. Misuse of the Facilities or the Grounds;
    - viii. Failure to remove items left in the building; or
    - ix. Misrepresentation of the type of event held, or of the group or individual actually using the Facilities.

**VI. INSURANCE REQUIREMENTS:** Certain events require specific types of insurance. The Buildings and Grounds Superintendent will advise the Renter which type of insurance will be required. Renter must name Lake County as an additional insured on any insurance policy it or its vendors procure with regard to its activities at the Facilities or Grounds. Proof of insurance coverage must be provided to County prior to occupancy or use of the Facilities. Types of insurance that may be required include:

- A. Occurrence based general liability insurance with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it must apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Automobile liability insurance with a limit of not less than \$500,000 per accident. Such insurance must include coverage for owned, hired and non-owned vehicles, which may be used for purposes other than driving to and parking on the Grounds for event attendance.
- C. Workers compensation insurance coverage. Renter agrees to be responsible for errors, omissions, and negligence of its employees, officers, and agents to the extent provided by law.

**VII. HOLD HARMLESS AND INDEMNIFICATION PROVISION:** Renter agrees to indemnify and hold harmless Lake County and its agents, employees and volunteers from and against all claims, demands, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (i) the conduct or management of the Facilities or Grounds or of any business therein; (ii) any act, omission, or negligence of the Renter or the partners, directors, officers, agents, employees, invitees, or contractors of the Renter, (iii) any accident, injury or damage whatsoever occurring in or at the Facilities or on the Grounds. Renter expressly agrees to indemnify Lake County for the consequences of any negligent act or omission of Lake County, its agents, employees, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

**VIII. AMENDMENT PROVISION:** Additional rules and conditions may be imposed by the County Commission. The remaining terms of this Agreement may not be amended, except in writing, which

writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto. Any such amendment is subject to the approval requirements of County.

**IX. CONTROLLING LAW PROVISION:** This Agreement shall be governed by and construed both as to interpretation and performance in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Third Judicial Circuit, Lake County, South Dakota.

**X. NOTICE PROVISION:** Any notice or other communication required under this Agreement shall be in writing. Notices shall be given by and to the Lake County Buildings and Grounds Superintendent for County and to the Renter, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, or, if personally delivered, when received by such party.

**XI. ASSIGNMENT PROVISION:** Renter may make no subletting of the Facilities or assignment of this Agreement.

**XII. SEVERABILITY PROVISION:** In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**XIII. SUPERSESSSION PROVISION:** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In witness Whereof, the parties signify their Agreement effective the date above first written by the signatures affixed below.

\_\_\_\_\_  
LAKE COUNTY

\_\_\_\_\_  
RENTER

By:\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE