



Ag Advancement Center Rental Obligations & Conditions

Rental Obligations and Conditions: Miles Community College ("MCC") agrees to rent to Renter, and Renter does rent from MCC, the identified Premises under the terms specified in this Agreement. MCC provides the rented Premises in an "AS IS" condition, and will provide use of the tables, chairs and other equipment as indicated above. The facility cannot be sublet. Recurring reservations are not allowed. No glass or hard plastic containers are allowed in the arena. No hay storage in the facility. No loose unattended livestock allowed in the arena. No overnight stalling of livestock permitted on MCC property. No branding, cutting or dehorning any animals in the Ag Advancement Center or on college property. No dogs allowed in the Ag Advancement Center. In the event of a major livestock infection the college can require a Certificate of Veterinary Inspection and an onsite inspection.

Renter Responsibility for Cleanup: Renter must leave the Premises in the same or better condition than it received it, i.e. in a clean, tidy and organized state. If Renter's event requires a cleaning deposit, Renter shall ensure that all items on the cleaning checklist are completed to the satisfaction of the AAC Manager/Facilities Staff or deductions may be made to the cleaning deposit. MCC may charge Renter the regular, hourly rates of MCC staff members to return the Premises to the required condition. Renter shall return all tables, chairs, and other MCC property back to its original location, remove and deposit all trash, litter, and trash bags in the dumpster located outside the building. MCC shall provide Renter with liners for all trash containers. All manure must be picked up (wheel barrels and forks are located at each end of the arena).

Renter Responsibility for Damage: Renter is responsible for any damage to the Premises or MCC property and equipment that is not considered reasonable wear and tear. Renter shall pay any damage costs in addition to the Total Rental Cost or cleaning costs. For damage repairs exceeding \$100, MCC shall provide an estimate from a licensed contractor.

Prohibitions: The Premises are designated as non-smoking facilities, and Renter and Renter's guests/invitees are prohibited from smoking on or near the Premises; all smoking on MCC's campus is restricted to designated areas. Absent an Alcohol Variance, Renter and Renter's guests/invitees are prohibited from possessing or consuming alcoholic beverages on the Premises or College campus. Renter and all guests/invitees shall observe state and federal laws while on the Premises or College campus.

Liability and Insurance: MCC is not liable for any injury or damage to Renter or Renter's property due to the actions of third-parties, Renter or Renter's guests. At all times, Renter, and Renter's guests and invitees, shall use reasonable care in the use of the Premises. Before use of the Premises for an event, Renter shall obtain general liability insurance coverage or special event insurance providing for coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. No less than one (1) day prior to the event, Renter shall provide MCC with a Certificate (or other reasonable proof) of Insurance, which shall list MCC as an "additional insured". Individuals renting the arena hourly for personal use must sign a Release of Liability and Waiver.

Indemnification: Renter shall indemnify, defend and hold harmless MCC, its successors and assigns, and its directors, officers, employees, and agents (each an "MCC Indemnitee") from and against any and all liabilities, damages, losses, settlements, claims, allegations, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by or asserted against any MCC Indemnitee of whatever kind or nature, to the extent arising from or occurring as a result of (a) breach of any of Renter's representations, warranties or covenants set forth in the Agreement; (b) violation by Renter of any law, statute, ordinance, or regulation as a result of its performance under the Agreement; or (c) personal injury, death, or property damage caused by Renter, its employees, representatives, agents, guests or invitees as a result of their use of the Premises under this Agreement.

Hours of Operation: The Ag Advancement Center will be open at 8:00 a.m. and closed, inclusive of set-up and cleanup, with lights out and doors locked at 10:00 p.m. Renter may make other arrangements through Candy Laney when renting the facility.