

West Virginia Interstate Fair & Exposition
PO Box 361
Mineral Wells, WV 26150
304/489-1304 FAX - 304/489-3163

CONTRACT

This contract made in Wood County, West Virginia is a contract for the use of the West Virginia Interstate Fair & Exposition, Inc. (WVIF&E) facilities on the following date(s): _____.

It is hereby agreed by and between the WVIF & E and _____, (Contracting Party) shall have the use of the _____

On the above listed date(s) under the following terms.

1. Parking shall be in designed areas.
2. All campers must be in specified camping areas.
3. All trash must be placed in trash barrels. The WVIF & E will furnish barrels, trash bags, and trash removal.
4. No alcoholic beverages are permitted on the WVIF & E grounds. The sale of alcoholic beverages is expressly prohibited.
5. The contracting Party agrees to a deposit of \$ _____ to secure the contracted date(s). The deposit will be deducted from the cost of the facilities pending an inspection to determine any loss, damage and/or cleanup necessary to return the contracted facilities to their original condition. This deposit is non-refundable if the event cancels within 30 days of the contracted date(s).
6. The Contracting Party shall be responsible to the WVIF & E for all damages incurred to the property during the duration of the contract. This is not limited to the amount of the deposit. The Contracting Party shall have thirty (30) days to make repairs, thereafter, the WVIF & E shall make repairs and shall bill the Contracting Party.
7. It is a further condition of the Contract that the WVIF & E shall not be responsible for any losses incurred by the Contracting Party or any person attending any function of the Contracting Party. The Contracting Party shall have all responsibility for any loss and shall carry all necessary insurance that it may require to provide for loss; including fire, theft, accident, injury, liability, or act of nature.
8. The WVIF & E along with its individual board members, agents, and/or employees assumes no liability and are to be held harmless from any claim, liability or demand for/or on account of personal injury or damages of any kind.

In addition, in consideration of the WVIF & E granting the Contracting Party the privileges agreed to the above, _____ hereby assumes all risk of accident, injury, and/or damage to person or property that might arise from said contract and hereby release, discharge and agree to hold harmless the WVIF & E and/or individual board members, agents, and/or employees from any claim, liability or demand for/or on account of any personal injury or damages of any kind.

INSURANCE: The contracting party, at its own cost and expense shall obtain commercial liability insurance covering their operations and activities that are the subject of this agreement. Such liability insurance shall cover both bodily injury and property damage liability and shall provide a limit of coverage of not less than \$500,000 per occurrence.

The Contracting Party shall attach to this contract a certificate of insurance verifying the existence of the above insurance.

“Failure on your part to attach evidence of a current and valid liability policy will nullify this contract.”

COST OF CONTRACT IS \$ _____. (See attached sheet for fee details where applicable.)

The Undersigned, having fully read this Contract and understanding the same, signed this contract.

President, WVIFE

Date

Contracting Party and/or Representative

Date