

## The Defiance County Agricultural Society, Inc. The Christmas Cruise Thru Contract

For purposes of this contract, The Christmas Cruise Thru shall be known as CCT.

Dash For The Lights Nov 19, CCT Nov 20 – Dec 23, 2021; Fireworks Dec 12, 2021

Dash For The Lights Nov 18, CCT Nov 19 – Dec 23, 2022; Fireworks Dec 11, 2022

Dash For The Lights Nov 17, CCT Nov 18 – Dec 23, 2023; Fireworks Dec 10, 2023

### Purpose

This document will summarize the agreement between The Christmas Cruise Thru and the Defiance County Fair Board. The CCT desires to use the Defiance County Fairgrounds to host the annual CCT event.

### Terms and Schedule

This agreement provides for a three (3) year option for calendar years 2021, 2022 and 2023. Both parties may cancel this agreement with reasonable notice to the other party. It is the intention of the CCT that the event shall begin the Friday preceding Thanksgiving and conclude by December 31st. Both parties to uphold a positive attitude and publicly support the other organization to prolong a good relationship between The Defiance County Agricultural Society, Inc and The Christmas Cruise Thru.

### Responsibilities

The CCT shall:

- Arrange for individuals or organizations to decorate various areas of the fairgrounds starting September 10<sup>th</sup>, and not before. Multipurpose Building can be decorated beginning November 1st. Driveway and Parking in the area near the Multipurpose Building must be clear through October 31<sup>st</sup>.
- Arrange for volunteers to man gates and direct traffic.
- Arrange for and when necessary pay for additional attractions such as reindeer or entertainment.
- Arrange for volunteers to direct parking and pedestrian traffic to and from the Multipurpose Building.
- Provide copy of Liability Insurance to EMA no later than July 31 of each year of event.
- Arrange for Security Protection during the nights the gates are open from law enforcement.
- Remove all displays and decorations within a reasonable time after the conclusion of the event.
- Refrain from damage or alteration of any buildings without clearance from the fair board.
- Remove all equipment from the blue beef barn unless a separate rental agreement is in place.
- Be responsible for all damages and accidents during the time frame they are granted use of the fairgrounds if injury or accident resulted from negligence due to improper use or security on the part of the CCT.

The Defiance County Fair Board shall:

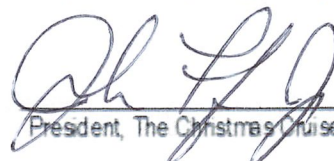
- Grant access and use to the fairgrounds, less the Multipurpose Building to the CCT for setup and to decorate September 10 through April 1.
- Provide access to all buildings necessary to make electrical connection.
- Grant access to the Multipurpose Building for setup, to decorate, and temporary storage on November 1st.
- Communicate any leasing of any part of the fair grounds during the dates of this contract.
- Supply water, electric and heating in working order in the Multipurpose Building.
- All CCT to continue to use historical building @ no additional cost for storage for length of this contract.
- If injury or accident results from negligence due to improper upkeep, repair or general maintenance on the part of the Defiance County Agricultural Society those claims will be solely that of the Defiance County Agricultural Society.
- Provide copy of Liability Insurance to EMA no later than July 31 of each year of event.
- Shall allow securing of entry gates to fairgrounds from October 15th until 1 complete week following completion of CCT.

### Financial Arrangement

In exchange for rental of the fairgrounds, historical storage building and Multipurpose Building for duration specified above, CCT shall pay \$7000 (\$2333 on April 1<sup>st</sup>, \$2333 on December 1<sup>st</sup>, and \$2333 on January 1<sup>st</sup>.) Fair Board will request a meter reading of all utilities the Wednesday prior to the opening day of the CCT and another meter reading the Monday following completion of CCT. If there is a cost involved with this meter reading the CCT agrees to pay this fee. CCT agrees to pay all kilowatt hours, used between those readings over determined base rate\*. The Fair Board agrees to pay the natural gas & water bills in their entirety for the length of the contract. Fair Board must pay the full original bill. The Fair Board will then invoice The CCT and provide copies of original electric bill. (\*Determined Rate = Add full month bill prior to open of CCT & full month bill after close of CCT. Divide that number by 60 days = day rate. Multiple day rate by 30 days = Determined Base Rate.)

### Approvals:

 6-10-2021  
President, Defiance County Fair Board      Date

 6-10-21  
President, The Christmas Cruise Thru      Date

MEMORANDUM FOR THE RECORD

DATE: 10/15/47

TO: SAC, NEW YORK

FROM: SA [Name], NEW YORK

RE: [Subject]

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