

RESOLUTION APPROVING LEASE AGREEMENT WITH THE ASHTABULA COUNTY AGRICULTURAL SOCIETY, JEFFERSON VILLAGE

WHEREAS, The Board of Commissioners (Lessor) own lands further described in Exhibit A and located at the Ashtabula County Fairgrounds in the Village of Jefferson and is authorized by Section 30.09 of the Ohio Revised code to lease land; and

WHEREAS, Lessee is a county agricultural society under Chapter 1711 of the Ohio Revised Code and is authorized by Section 1711.27 of the Ohio Revised Code to lease land for a fair ground site; and

WHEREAS, Janet Discher, County Administrator, has presented a lease agreement with the Ashtabula County Agricultural Society for the approval of the Board, to-wit:

Lessee: Ashtabula County Agricultural Society
PO Box 5469, Jefferson, OH 44047

Location: Ashtabula County Fairgrounds, Jefferson, OH 44047

Lease Period: Five years from this date (March 21, 2023 through March 20, 2028)

Cost: \$1.00 per year (\$5.00 total); now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement, as noted above, is approved in accordance with the terms and conditions contained in the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-177

March 21, 2023

**RESOLUTION APPROVING LEASE AGREEMENT WITH THE ASHTABULA
COUNTY AGRICULTURAL SOCIETY, JEFFERSON VILLAGE**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye
J.P. Ducro IV	Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made and entered into as this 21st day of March 2023, between the Board of County Commissioners of Ashtabula County ("Lessor") and the Ashtabula County Agricultural Society ("Lessee").

WHEREAS, Lessor is the owner of the real estate described in Exhibit A (the "Leased Premises");

WHEREAS, Lessor is authorized by Section 30.09 of the Ohio Revised Code to lease land;

WHEREAS, Lessee is a county agricultural society under Chapter 1711 of the Ohio Revised Code and is authorized by Section 1711.27 of the Ohio Revised Code to lease land for a fair ground site; and

WHEREAS, Lessor is authorized by Resolution Number 2023-177 approved March 21, 2023, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Lessor hereby leases to Lessee the Leased Premises, upon the following terms and conditions:

I. DEFINITIONS

A. "Improvements" shall mean the grandstand, race track, all buildings, structures, water lines, water wells and pipes, septic systems, sewer lines, electrical lines and conduits, parking areas, driveways, sidewalks, signs, steps, walkways and related fixtures constructed or to be constructed on the Leased Premises by Lessee or any other party, as well as any alterations or additions to the same.

B. "Property" shall mean the Leased Premises and all Improvements.

II. TERM

The term of this Agreement shall commence upon the date set forth above (the "Commencement Date") and continue for a period of five years (the "Term"). This Agreement shall automatically renew in yearly increments (each a "Renewal Term") unless Lessee gives Lessor notice of intent not to renew at least sixty (60) days prior to the expiration of the then current term or the Agreement is otherwise terminated pursuant to Section IX.

III. RENT

During the Term, Lessee shall pay Lessor as rent (the "Rent") for the Leased Premises the sum of \$1.00 per year, and other good and valuable consideration.

IV. MAINTENANCE

Throughout the Term, Lessee, at its expense, shall keep and maintain the Property in good repair and condition and in a condition comparable to other Ohio fair grounds, and shall make all repairs, replacements and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, which are necessary to maintain the Property in good repair and condition. Lessor shall not be required to maintain, repair or rebuild all or any part of the Property. In addition, Lessee shall keep the Property in a safe and sanitary condition as

required by all applicable governmental laws, codes, and regulations. Lessee at its sole cost and expense shall obtain and promptly pay for all utility services furnished to or consumed on the Property, including, but not limited to, electricity, gas, water, sewer, telephone, garbage collection and all charges related to these services.

V. USE

A. Throughout the Term, Lessee shall use the Property solely for purposes customarily associated with holding an agricultural fair and similar events.

B. Lessee may sublease any portion of the Property for purposes customarily associated with holding an agricultural fair and similar events. Any such sublease shall be in the form set forth in Exhibit B. In the event of a private rental of a specific facility within the Property at an hourly rate, (a "Rental Agreement"), such Rental Agreement shall be in substantial compliance with Exhibit C.

C. Any and all commercial agreements with any third party, including but not limited to exhibitors, amusement ride operators, concessionaires or persons carrying on similar operations upon the Property (a "Vendor Agreement") shall be in substantial compliance with Exhibit D.

D. During the term of this Agreement, Lessee shall comply with and cause the Property to be in compliance with (a) all laws, ordinances, regulations and other governmental rules, orders and determinations, whether or not presently completed which are applicable to the property or the uses of the Property, (b) the provisions of any insurance policies required to be maintained with respect to the Property and the uses of the Property, and (c) the terms of any easements, covenants, conditions and restrictions affecting the Property or are created after the date of this Lease. If any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered to become necessary at any time during the term of this Lease because of any of these requirements, the entire expense of the same, irrespective of when the expense shall be incurred or become due, shall be the sole liability of the Lessee.

VI. CONSTRUCTION OF IMPROVEMENTS, ALTERATIONS

A. Lessee is leasing the Leased Premises in their present condition "as is", on the date of this Lease. After the Commencement Date, Lessee (or another party, under the direction and supervision of Lessee) may commence construction of Improvements, at its sole expense, and shall complete all construction with due diligence. Before the start of construction, final plans and specifications for the Improvements shall be submitted to the Lessor for Lessor's review and approval. No Improvements may be constructed on the Leased Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld. The Improvements shall be constructed in a good and workmanlike manner in compliance with the approved plans and specifications and all applicable laws and building codes. All improvements made in accordance with this Section shall become part of the Leased Premises and the property of the Lessor.

B. At any time during the term of this Lease, Lessee (or another party, under the direction and supervision of Lessee) may, at its sole expense, make interior, exterior and

structural alterations and additions to any portion of the Improvements, provided that (a) Lessor's prior written consent shall be obtained, which consent shall not be unreasonably withheld, (b) the market value of the Leased Premises shall not be lessened, and (c) the additions and alterations shall be constructed expeditiously, with good materials, in a good and workmanlike manner and in accordance with all requirements imposed by law, including local ordinances, and industry standards. All alterations and additions made in accordance with this Section shall become part of the Improvements and the property of the Lessor.

VII. INSURANCE

A. Lessee shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Property, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall purchase said coverage with liability limits not less than \$2,000,000 per occurrence. Lessor shall be named as an additional insured by endorsement to said coverage. Lessee's insurance shall be primary and non-contributory to Lessor's insurance.

B. Prior to the Commencement Date, Lessee shall deliver to Lessor certificates of the insurance required herein. Such certificates shall provide that the insurer will notify Lessor in writing should any of the above described policies be canceled before the expiration date thereof. This notice to be mailed by the insurer to the Lessor not less than 30 days prior to said cancellation date. Lessee shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance required by this Section.

C. Lessor shall insure, and keep insured during the term of this Lease, any buildings or other insurable structures constructed on the Leased Premises against loss or damage by fire, lightning, windstorm, flood or other casualty in such amount and with such insurance company or joint self-insurance pool as Lessor may select. After the Commencement Date of this Lease, Lessor shall only be required to insure newly constructed buildings once the Lessor has received notice, in writing from the Lessee, of the newly completed building. Lessee shall, at its sole expense, insure, and keep insured during the term of this Lease, all of its contents and personal property located upon the Leased Premises against loss or damage by fire, lightning, windstorm, flood or other casualty in such amount and with such insurance company or joint self-insurance pool as Lessee may select.

VIII. INDEMNIFICATION

Lessee shall indemnify and hold harmless Lessor, Ashtabula County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Lessee further agrees to defend Lessor, Ashtabula County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding

seeking to recover money from Lessor as a result of any accident or incident arising out of or in any way connected with the Property.

IX. TERMINATION

A. In the event Lessee defaults under this Agreement and if such default shall continue and not be cured or corrected within thirty (30) days after receipt of written notice to Lessee from Lessor, then this Agreement may, at any time thereafter, be terminated by Lessor.

B. Lessor, at any time, may terminate this Lease by giving six months' written notice to Lessee.

X. NOTICES

Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be deemed given if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor: Ashtabula Board of County Commissioners
25 West Jefferson Street
Jefferson, Ohio 44047

Lessee: Ashtabula County Agricultural Society
PO Box 546
Jefferson, OH 44047

XI. MISCELLANEOUS

A. Lessor does not warrant title to the Leased Property, and the rights and privileges, and authority granted herein shall be subject to any easements, rights-of-way, covenants, and restrictions of record.

B. During the Term, Lessor, with the consent of Lessee, which shall not be unreasonably conditioned, delayed or withheld, may grant rights-of-way across the Land; provided such rights-of-way do not interfere with the rights and privileges herein granted to Lessee.

C. Lessor shall have the right to inspect the Leased Premises at any time during the Term, subject to reasonable notice in advance to Lessee.

D. Lessor may assign its rights under this Lease, after 60 days' prior notice to Lessee but without the consent of Lessee, to any individual, corporation, firm or other entity, public or private, or any governmental agency, municipal, county, state or federal; provided that such assignee assumes in writing the obligations of Lessor hereunder. Lessee shall not assign this Lease nor sublet all or any portion of the Leased Premises, without the prior, written consent of Lessor, which may be withheld for any reason.

E. So long as Lessee pays the Rent and performs Lessee's covenants, Lessee shall peacefully and quietly hold the Land throughout the term of this Lease free from hindrance or molestation by Lessor and others claiming by, through, or under Lessor, but subject, however, to the terms of this Lease. Upon request of Lessee, Lessor will assist in providing rights of way on

or across the Leased Premises for electric, gas, telephone, water, sewer and other public utilities and facilities reasonably necessary or convenient for the construction or operation of the Leased Premises or the Improvements.

F. Lessee shall abide by all applicable provisions of Section 125.111 of the Ohio Revised Code, and shall operate the Property in a manner which is open and available to all members of the public without regarding to sex, race, color, creed, ancestry, national origin, handicap or disability, as defined in Section 4112.10 of the Ohio Revised Code and shall follow all applicable regulations regarding competitive selection, prevailing wages, equal employment opportunity, drug free workplace and workers' compensation.

G. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant.

H. This Agreement and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and assigns. This Agreement and any sublease shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

I. This Agreement constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the purposes, representations, terms, and conditions of this Lease.

Lessor:

BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY

By: 

By: 

By: 

Attest:

By: 

Lisa Hawkins, Clerk

Lessee:

ASHTABULA COUNTY AGRICULTURAL SOCIETY

By: 

Brian Edelman, President

STATE OF OHIO)
) ss.
COUNTY OF ASHTABULA)

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, President of the Board of Ashtabula County Agricultural Society on behalf of the Board.

Notary Public
My commission expires:

Approved as to Legal Form Only:

By: _____
 Collen M. O'Toole
 Ashtabula County Prosecutor

Date: _____

EXHIBIT A

[Please see following legal description]

Ashtabula Co. Agr. Society To County of Ashtabula ✓

Warranty Deed

Know all men by these presents, that The Ashtabula County Agricultural Society, the Grantor, for the consideration of One dollar and other good and valuable considerations, (\$1.00 etc.) received to its full satisfaction of The County of Ashtabula, Ohio, the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises, situated in the Village and Township of Jefferson County of Ashtabula and State of Ohio.

Tract 1: Situated in the Township of Jefferson, County of Ashtabula and State of Ohio, and known as being part of Lot No. 14 O.S. and further bounded and described as follows: Beginning at an iron pipe in the west line of Poplar Street at the Southeast corner of lands now or formerly owned by The Jefferson Greenhouse Company thence extending Westerly along the South line of said Jefferson Greenhouse Company property, a distance of 508 feet to a stake in the Southwest corner of said Jefferson Greenhouse property; thence Southerly on a line parallel to the West line of Poplar Street, a distance of 936.40 feet to a point, said point being located on a line which is an extension of the South line of Walnut Street produced; thence Easterly on said extension of said Walnut Street 508.00 feet to a stake in the West line of Poplar Street, thence Northerly along the West line of Poplar Street 936.40 feet to the place of beginning, containing within said boundaries 10.943 acres of land.

~~Tract 2: Situated in the Township of Jefferson, County of Ashtabula and State of Ohio, and known as being part of Lot 14 Old Survey, and bounded and described as follows: Beginning in the center of the highway, being the road which runs northwesterly from the north end of Poplar Street at a point in the center of the creek and near the center of the bridge on so-called "Gulf Road", and running easterly along the center of said Gulf Road 4 rods; thence southerly at right angles with said Gulf Road 6 rods; thence Westerly parallel with the highway to the center of said creek; thence Easterly on center of creek to the place of beginning, containing 46 rods of land.~~

~~Being the same premises conveyed to Herman Jacobs by Frank G. Jones and Etta Jones, husband and wife, by warranty deed dated January 14th, 1926.~~

Tract 3: Situated in the Village of Jefferson, County of Ashtabula and State of Ohio, and known as all of Lots Numbers One (1) Three (3) and Five (5) on Ashtabula Street in said village and bounded North by the North lines of said lots, East by the East line of said Lot Five (5) South by the South line of said lots No. 1, 3, 5 or the lands now occupied by said Agricultural Society for a Fair Grounds and west by Poplar Street.

Excepting and reserving about one-half (1/2) acre of land deeded by Jonathan Warner to Timothy Cook which deed is recorded in Volume F, pages 311 and 312 of Records of Deeds for Ashtabula County. The land here conveyed being five and one-half (5½) acres.

Tract 4: Situated in the Village of Jefferson, County of Ashtabula and State of Ohio, and known as parts of Lots numbered Seven (7) Nine (9) Eleven (11) and Thirteen (13) on the North side of Ashtabula Street in said Village and bounded as follows, to wit: On the East by the East line of said Lot No. Thirteen, South by the South line of said Lots Nos. Seven (7) Nine (9) Eleven (11) and Thirteen (13) West by the West line of said Lot No. Seven (7) and North by a line parallel with the south line and Six (6) rods North therefrom containing One hundred and ninety-two rods of land

Tract 5: Situated in the Village of Jefferson, County of Ashtabula and State of Ohio, Being the whole of Lots Nos. 2-4-6-8-10-12-14-16-18-20, on Ashtabula Street, containing 20 acres.

..... be the same more or less but subject to all legal highways.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever. And, the said Grantor, does do for itself and its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the unsealing of these presents, it was well seized of the above described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever.

In witness whereof, the Grantor has hereunto set its hand, the 26th day of December, in the year of our Lord one thousand nine hundred and thirty.

Signed and acknowledged in the presence of

Howard M. Mazor

THE ASHTABULA COUNTY AGRICULTURAL SOCIETY

Helen Rummel

By Jay W. Young President

The State of Ohio, }
Ashtabula County, ss. }

Before me, a Notary Public in and for said county and state, personally appeared the above named Jay W. Young, President of The Ashtabula County Agricultural Society who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his official capacity, and the free act and deed of said Society.

In testimony whereof I have hereunto set my hand and official seal, at Jefferson, Ohio, this 26th day of December, A.D. 1930.

Howard M. Mazor

Notary Public (Seal)

Howard M. Mazor.

Rec'd for Record January 10, 1931, at 10:13 A.M.

Recorded January 12, 1931

Fee \$1.25

Roy A. Scoville, Recorder.

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Virginian Joint Stock Land Bank of Charleston To Meyer Pollock

CONTRACT TO PURCHASE

This Agreement, made this 1st day of September, 1930 by and between The Virginian Joint Stock Land Bank of Charleston, a corporation of Charleston, West Virginia, party of the first part, and Meyer Pollock R.F.D. 1 Geneva Ohio (Address), party of the second part.

Witnesseth: In consideration of the sum of 5000.00 Dollars to be fully paid as hereinafter provided, said party of the first part hereby agrees to sell unto the said party of the second part the following described property:

REAL ESTATE: All that certain farm in Lenox Township, Ashtabula Co. Ohio known as the Ambler or Chapin farm containing 186 acres more or less.

EXHIBIT B

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Agreement") is made and entered into as this ____ day of _____, between the Ashtabula County Agricultural Society ("Lessor") and _____ ("Lessee").

WHEREAS, Lessor is a county agricultural society under Chapter 1711 of the Ohio Revised Code and is authorized by Section 1711.27 of the Ohio Revised Code to lease land for a fair ground site; and

WHEREAS, Lessor has a Lease Agreement with Ashtabula County which includes real property more specifically described as _____ (the "Leased Premises"); and

WHEREAS, Lessee is a(n) [corporation/individual] desiring to sublease the Leased Premises for the purpose of

("Lessee Event);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Lessor hereby leases to Lessee the Leased Premises, upon the following terms and conditions:

I. TERM

The term of this Agreement shall commence upon the date set forth above (the "Commencement Date") and end on _____ (the "Term").

II. RENT

During the Term, Lessee shall pay Lessor as rent (the "Rent") for the Leased Premises the sum of \$ ____ per _____, and other good and valuable consideration.

III. USE

A. Throughout the Term, Lessee shall use the Leased Premises solely for purposes of the Lessee Event.

B. Any and all agreements with any third party, including but not limited to exhibitors, amusement ride operators, concessionaires or persons carrying on similar operations upon the Property (a "Vendor Agreement") shall be in substantial compliance with Exhibit 1.

C. During the term of this Lease, Lessee shall comply with and cause the Leased Premises to be in compliance with (a) all laws, ordinances, regulations and other governmental rules, orders and determinations, whether or not presently completed which are applicable to the property or the uses of the Leased Premises, (b) the provisions of any insurance policies required to be maintained with respect to the Leased Premises and the uses of the Leased Premises, and (c) the terms of any easements, covenants, conditions and restrictions affecting the Leased Premises or are created after the date of this Lease. If any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered

to become necessary at any time during the term of this Lease because of any of these requirements, the entire expense of the same, irrespective of when the expense shall be incurred or become due, shall be the sole liability of the Lessee.

IV. INSURANCE

A. Lessee shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Property, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall purchase said coverage with liability limits not less than \$2,000,000 per occurrence. Lessor and Ashtabula County shall be named as an additional insured by endorsement to said coverage.

B. Prior to the Commencement Date, Lessee shall deliver to Lessor certificates of the insurance required herein. Such certificates shall provide that the insurer will notify Lessor in writing should any of the above described policies be canceled before the expiration date thereof. This notice to be mailed by the insurer to the Lessor not less than 30 days prior to said cancellation date. Lessee shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance required by this Section.

C. Lessee shall, at its sole expense, insure, and keep insured during the term of this Lease, all of its contents and personal property located upon the Leased Premises against loss or damage by fire, lightning, windstorm or other casualty in such amount and with such insurance company or joint self-insurance pool as Lessee may select.

V. INDEMNIFICATION

Lessee shall indemnify and hold harmless Lessor, Ashtabula County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Lessee further agrees to defend Lessor, Ashtabula County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking to recover money from Lessor as a result of any accident or incident arising out of or in any way connected with the Property.

VI. TERMINATION

In the event Lessee defaults under this Agreement, then this Agreement may be immediately terminated by Lessor.

VII. NOTICES

Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be deemed given if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

**Lessor: Ashtabula County Agricultural Society
PO Box 546
Jefferson, OH 44047**

Lessee:

VIII. MISCELLANEOUS

A. Lessor does not warrant title to the Leased Property, and the rights and privileges, and authority granted herein shall be subject to any easements, rights-of-way, covenants, and restrictions of record.

B. During the Term, Lessor may grant rights-of-way across the Land; provided such rights-of-way do not interfere with the rights and privileges herein granted to Lessee.

C. Lessor shall have the right to inspect the Leased Premises at any time during the Term, subject to reasonable notice in advance to Lessee.

D. So long as Lessee pays the Rent and performs Lessee's covenants, Lessee shall peacefully and quietly hold the Land throughout the term of this Lease free from hindrance or molestation by Lessor and others claiming by, through, or under Lessor, but subject, however, to the terms of this Lease. Upon request of Lessee, Lessor will assist in providing rights of way on or across the Leased Premises for electric, gas, telephone, water, sewer and other public utilities and facilities reasonably necessary or convenient for the construction or operation of the Leased Premises or the Improvements.

F. Lessee shall abide by all applicable provisions of Section 125.111 of the Ohio Revised Code, and shall operate the Property in a manner which is open and available to all members of the public without regarding to sex, race, color, creed, ancestry, national origin, handicap or disability, as defined in Section 4112.10 of the Ohio Revised Code and shall follow all applicable regulations regarding competitive selection, prevailing wages, equal employment opportunity, drug free workplace and workers' compensation.

G. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant.

H. This Agreement and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

I. This Agreement constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the purposes, representations, terms, and conditions of this Lease.

EXHIBIT C

RENTAL AGREEMENT

This AGREEMENT, made this _____ day of _____, 20____ between the Ashtabula County Agricultural Society (the "Society"), and _____ (the "Invited Party"). Society and Renter hereby agree, for good and valuable consideration, as follows:

1. Society shall provide to Invited Party for the use set forth in its application (the "Event") the following facility space at the rate set forth below:
[Insert facility space and rental rate here]
2. Invited Party agrees to abide by the rules and regulations adopted by the Board of Directors of the Ashtabula County Agricultural Society (the "Fair Board"), which are incorporated herein by reference, and further agree to abide by any amended rules and regulations as adopted by the Fair Board from time-to-time which amendments, if any will be furnished to the Invited Party prior to the Event.
3. The Fair Board reserves the sole and absolute right to construe its own rules and regulations and to determine arbitrarily all matters and differences in regard thereto, from which there is no appeal.
4. The Society is not and will not be responsible for damage to or theft of any property or injury to persons attending the fair at any time, whether indoors or outdoors. The Society will not be responsible for theft or damage of automobiles, accessories, or contents.
5. The Invited Party shall be full responsible for itself and its guests' conduct at the Event by ensuring that they behave in a safe, lawful, and non-disruptive manner. Failure to do so will result in the termination of the Event and immediate ejection of the Invited Party and its guests. The payment for the Event will be forfeited to the Society.
6. The Invited Party shall conduct its Event in the space specified in Section 1 above. If the Invited Party, or its guests, leave the rental space and try to move the Event to a different area within the premises, without making prior written arrangements, then the Event will be terminated and payment will be forfeited to the Society.
7. The Society prohibits illegal drugs, weapons, firearms, or any other type of dangerous ordinance in its facility. If the Invited Party, or any of its guests, brings any of the aforementioned items into the premises, those items will be confiscated and turned over to law enforcement, if necessary. The Invited Party and guests will also be immediately ejected from the premises and forfeit their payment for the Event.
8. Invited Party shall indemnify and hold harmless the Society, Ashtabula County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Invited Party, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Invited Party

further agrees to defend the Society, Ashtabula County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking to recover money from Invited Party as a result of any accident or incident arising out of or in any way connected with the Event.

9. Invited Party, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations, including health and safety codes.
10. The Society may cancel this agreement immediately for cause, in which case Invited Party waives all claims of whatsoever nature against the Society, its officers, employees, or agents. In the case of acts of God, acts of war, emergencies, or weather conditions, the Society may cancel this agreement and refund any monies paid in advance.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

Agreed to and accepted by:

ASHTABULA COUNTY AGRICULTURAL SOCIETY

By: _____

Title: **President**

Date: _____

By: _____

Title: _____

Date: _____

VENDOR AGREEMENT

This AGREEMENT, made this _____ day of _____, 20____ between the Ashtabula County Agricultural Society (the "Society"), and _____ (the "Vendor"). Vendor hereby agrees, for good and valuable consideration, as follows:

1. Vendor agrees to abide by the rules and regulations adopted by the Board of Directors of the Ashtabula County Agricultural Society (the "Fair Board"), which are incorporated herein by reference, and further agree to abide by any amended rules and regulations as adopted by the Fair Board from time-to-time which amendments, if any will be furnished to the Vendor prior to the event.
2. The Fair Board reserves the sole and absolute right to construe its own rules and regulations and to determine arbitrarily all matters and differences in regard thereto, from which there is no appeal.
3. **NO PERSON SHALL BE PERMITTED TO MAKE SOLICITATIONS OF ANY NATURE ON THE FAIRGROUNDS EXCEPT IN CONTRACTED CONCESSION OR COMMERCIAL RENTED SPACES. NO PERSON WILL BE PERMITTED TO POST OR DISPLAY SIGNS, DISTRIBUTE HANDBILLS, OR ADVERTISE MATERIAL OR SELL OR DISTRIBUTE FREE, ANY MERCHANDISE, EXCEPT PERSONS UNDER CONTRACT.**
4. All Vendors making retail sales are required per ORC 5739.17 to provide the promoter of the event with a copy of your vendor's license.
5. Vendors' pricing, game rules, and height restrictions shall be large enough for proper visibility and displayed for proper public viewing.
6. Vendors may advertise, display, and distribute information from within their Vendor's space only. Verbal and visual advertising, solicitation and distributed materials must be in good taste, must be neutral or positive and may not be defamatory, derogatory, promiscuous, pornographic, obscene, profane, vulgar, or dangerous. Society's Concession Manager reserves the right to decide what material might be offensive. Vendors may promote their own product or activity, but may not discredit others.
7. The Society is not and will not be responsible for damage to or theft of any property or injury to persons attending the fair at any time, whether indoors or outdoors. The Society will not be responsible for theft or damage of automobiles, accessories, or contents.
8. The officers of the Society do not authorize, nor will they tolerate, dangerous driving or racing. No unauthorized golf carts, ATVs or motorized vehicles will be permitted on the Fairgrounds. No riding bicycles on grounds. Bicycles must be walked in for races on Tuesday.
9. The Society will not be responsible for exhibits or displays.
10. Vendor shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the Vendor's activity at the fairgrounds, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Vendor shall purchase said

coverage with liability limits not less than \$1,000,000 per occurrence. The Society and Ashtabula County shall be named as an additional insured by endorsement to said coverage.

11. Vendor shall indemnify and hold harmless the Society, Ashtabula County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Vendor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Vendor further agrees to defend the Society, Ashtabula County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking to recover money from Vendor as a result of any accident or incident arising out of or in any way connected with Vendor's activities at the Fairgrounds.
12. The Seller, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations, including health and safety codes.
13. The Society may cancel this agreement immediately for cause, in which case Vendor waives all claims of whatsoever nature against the Society, its officers, employees, or agents. In the case of acts of God, acts of war, emergencies, or weather conditions, the Society may cancel this agreement and refund any monies paid in advance.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

Agreed to and accepted by:

ASHTABULA COUNTY AGRICULTURAL SOCIETY

By: _____
Title: President
Date: _____

By: _____
Title: _____
Date: _____