

STATE OF MISSISSIPPI

COUNTY OF HARRISON

**LEASE AGREEMENT BY AND BETWEEN HARRISON COUNTY,
MISSISSIPPI AND THE HARRISON COUNTY FAIR ASSOCIATION FOR
THE HARRISON COUNTY FAIRGROUNDS**

THIS LEASE AGREEMENT is made and entered into by and between HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, (hereinafter, the "County"), and the HARRISON COUNTY FAIR ASSOCIATION ("HCFA"), a Mississippi Non Profit Corporation, whose address is Post Office Box 3052, Gulfport, Mississippi 39505, (hereinafter, the "Association").

WHEREAS, the County currently owns and/or leases, operates and maintains a recreational facility, commonly referred to as the Harrison County Fairgrounds, located at 15321 County Farm Road, Gulfport, Mississippi 39503, (hereinafter, the "Fairgrounds Premises"); and

WHEREAS, the Association desires to host a county fair at the Fairgrounds during the week of September 6-10, 2017, (the "2017 Harrison County Fair"); and

WHEREAS, the setup of the associated vendor booths, barriers, and the like will require access to the Fairgrounds by HCFA and its vendors as early as September 4, and for tear-down as late as September 11, 2017; and,

WHEREAS, in consideration of hosting the Harrison County Fair, the Association has requested that the County waive all rental fees associated with the Association's use of the Fairgrounds for the 2017 Harrison County Fair pursuant to Miss. Code Ann. § 19-9-101 (1972), as Harrison County's contribution to the fair; and

WHEREAS, the County is of the opinion that a community fair provides a unique means by which County resources can be used by County residents and non-residents and advertise the resources of the county by promoting tourism alternatives; and

WHEREAS, Miss. Code Ann. § 19-9-101 (1972), as amended, provides that a County may, in its discretion, set aside, appropriate and expend moneys from its general fund for the purpose of securing funds with which to maintain fair associations, including the upkeep, repairs and payment of the necessary prizes and awards of said associations; and

WHEREAS, the Board finds that the County should waive the rental fees for the Harrison County Fair Association in consideration of the Harrison County Fair Association hosting the “2017 Harrison County Fair” as its contribution pursuant to Miss. Code Ann. § 19-9-101 (1972), and as such waiver will be helpful toward advancing the “moral, financial and other interests” of the County; and

WHEREAS, the County and the Association desire to enter into a Lease Agreement for the Fairgrounds Premises to be used by the Association as host for the 2017 Harrison County Fair.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants, conditions and obligations herein provided and to be observed and performed by the Association, the County does hereby demise, lease and let unto the Association the Fairgrounds Premises to be used for the 2017 Harrison County Fair.

SECTION I. Term. This Agreement shall become effective as of the date of approval by Order of the Board of Supervisors of Harrison County, Mississippi, duly spread upon its minutes. It is specifically agreed that the Harrison County Fair shall be held between September 6-10, 2017, at the Harrison County Fairgrounds. The HCFA and its vendors shall be

allowed access to the Fairgrounds Premises beginning September 4, 2017 and shall be allowed to remain on-site until September 11, 2017, (collectively, the "Event Term").

SECTION II. Purpose/Use of the Fairgrounds Premises.

2.1. It is specifically agreed that the Association will use the Fairgrounds Premises and all improvement thereon to host the 2017 Harrison County Fair as authorized under Miss. Code Ann. § 19-9-101 (1972). Said use shall be exclusive to the Association for the Event Term. The Association shall be solely responsible for the negotiation of all contracts with vendors, entertainment providers and other third parties deemed necessary by the Association for production of the 2017 Harrison County Fair.

2.2. The Association shall host and administer the 2017 Harrison County Fair so as to provide on-site supervision at all times during the Event Term in which any 2017 Harrison County Fair participant or member of the public is on the Fairgrounds Premises. The posting of rules and regulations pertaining to use of the facilities shall be the responsibility of the Association and shall conform to any and all applicable federal, state and local rules and regulations.

SECTION III. Responsibility for Operations. It is expressly understood and agreed that the County shall have no obligation or responsibility, including the providing of labor, for the Association's operation of the 2017 Harrison County Fair other than those obligations, responsibilities and services normally provided to lessees of the Harrison County Fairgrounds. The County shall not bill HCFA for the wages or benefits paid to County employees which staff and work at the Fairgrounds on a routine basis, for their work at the Fairgrounds. Any costs or charges for which the County will seek to be reimbursed by HCFA shall be expressly approved in

writing by both Parties to this Contract prior to said costs or charges being incurred. The County shall perform routine maintenance and sanitation of the restroom facilities at the Fairgrounds before, during, and after the Fair.

SECTION IV. Consideration/Rent.

4.1. The County's current comparable fair market value for the rental of the Fairgrounds Premises for such period of time is Fifteen Thousand Dollars and No/100 Cents (\$15,000.00); however, pursuant to the authority granted by Miss. Code Ann. § 19-9-101 (1972), as amended, Harrison County waives rental payments due by the Association for the Event Term.

4.2. The County shall have no obligation to furnish any utilities, including, but not limited to, electricity, water, sewer and gas, in a manner that exceeds the scope of that currently and normally provided to the Fairgrounds Premises by the County.

4.3. Any federal, state or local taxes incurred from the Association's use of the Fairgrounds Premises shall be sole the obligation of the Association.

SECTION V.

Rentals of RV/Camper Slots and Livestock Stalls. The Association shall be permitted to sublease RV/Camper Slots and Livestock Stalls to attendees and/or event participants during the Event Term. The Association shall pay the County \$20 per day per RV/Camper Slot and \$10 per day per Livestock stall used during the Event Term. Representatives of the HCFA and the County shall conduct a mutually agreed upon count for each on a daily basis. Fees due to the County by the HCFA for the rental of RV/Camper Slots and Livestock Stalls shall be paid within seven (7) days after expiration of the Event Term.

SECTION VI. Security. The providing of security for the fair and parking shall be the sole responsibility of the Association. Security and parking shall be coordinated through

either through the Harrison County Sheriff's Department or a private security services company that is fully bonded and insured. Proof of bond and insurance shall be provided to the County prior to the Event Term. Failure to provide said proof may result in the County's cancellation of the Lease Agreement. All costs for security and parking shall be borne by the Association. Local law enforcement has the right to charge and arrest any participant or member of the public on the Fairgrounds Premises for damages to the County's property and/or for violations of federal, state or local law occurring during the Event Term.

SECTION VII. Transferability of Lease. The Association shall not sublease, assign or transfer its interest in this Lease Agreement without prior written consent of the County other than as provided herein.

SECTION VIII. Compliance with Applicable Laws and Restrictions on Use.
The Association shall comply with any and all applicable federal, state or county laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations and zoning regulations and permits.

SECTION IX. No Claim of Title or Interest. In accepting this Lease, the Association acknowledges and agrees that the Association makes no claim of fee simple title ownership or other interest in and to the Fairgrounds Premises except for those rights and uses as may be claimed by a leaseholder under this Lease Agreement. The Association further acknowledges that fee simple title to the Fairgrounds Premises is vested in Harrison County, Mississippi.

SECTION X. Protection of the Fairgrounds Premises.

10.1. The Association shall be responsible for any damages (other than normal wear and tear) that may be caused to the Fairgrounds Premises by activities of the Association, its employees, agents, assigns, members or invitees under this Lease Agreement and shall exercise due diligence in the protection of the Fairgrounds Premises against damage or waste from any and all causes.

10.2. The Association shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on the Fairgrounds Premises nor shall the Association make any such deposits on or damage any property adjacent to the Fairgrounds Premises. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed to be a material breach of this Lease Agreement.

SECTION XI. Indemnity and Hold Harmless. The Association agrees to hold and save harmless, protect and indemnify Harrison County from and against any and all liability, loss, damage, claim suit or action at law or equity, judgment, penalty (civil or criminal) and cost, including attorneys' fees, which may arise or grow out of any injury or death of persons or loss or damage to property connected with the Association's exercise of any right granted or conferred hereby, or the Association's use, maintenance, operation or condition of the Fairgrounds Premises, or the activities thereon conducted by Association, whether sustained by the Association, its respective agents or employees, or by any other persons, groups or corporations which seek to hold Harrison County liable. HCFA shall not be responsible, and shall not

indemnify the County, for any damages caused to any person(s), property, or company(ies) due to the negligence or intentional actions of the County or its employees.

SECTION XII. Quiet and Peaceful Possession. The Association shall have quiet and peaceful possession of the Fairgrounds for the period specified so long as Lessee is in compliance with the terms and provisions of this Agreement.

SECTION XIII. Right of Entry/Inspection Rights.

13.1. The County or its authorized representative shall have the right to enter onto the Fairgrounds Premises or improvements thereon at all hours during the Event Term to inspect the Fairgrounds Premises for purposes of verifying compliance with the terms and provisions of this Agreement.

13.2. The Association assumes full responsibility for the condition of the Fairgrounds Premises during the term of this Lease. The County shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to the Association, an occupant or to anyone in or on the Fairgrounds Premises who derives his/her right to be there from the Association.

SECTION XIV. Insurance. The Association shall secure and maintain throughout the term of this Lease Agreement a liability insurance policy providing coverage, not less than Five Hundred Thousand and No/100 Cents (\$500,000.00) for each occurrence, against accidents, death or bodily injury or loss or damage to property occurring on or in connection to the Fairgrounds Premises, or arising out of or associated with any activity of the Association on the Fairgrounds Premises. Said policy shall name Harrison County as an additional insured. Additionally, the Association shall require that all 2017 Harrison County Fair vendors, entertainment providers whose events are held in the Fairground's Arena, food vendors, attraction

vendors, carnival vendors and other third parties deemed necessary by the Association for production of the 2017 Harrison County Fair, excepting arts and crafts vendors and entertainment providers whose events are held on the Association's outdoor grand stage, procure liability insurance naming Harrison County, Mississippi as an additional insured. Proof of insurance shall be provided by Association to the County no less than seven (7) days prior to commencement of the Event Term. Failure to provide proof of insurance for any required vendor or other necessary third party participating in the 2017 Harrison County Fair shall result in said vendor or other third party being prohibited from entry onto the Fairgrounds Premises prior to, during or after the Event Term.

SECTION XV. Waiver. No failure, or successive failures, on the part of the County to enforce any provision(s), nor waiver or successive waiver(s), on its part of any provision herein, shall be considered to be a discharge in any form of the Association's obligations to perform under the terms of this Lease Agreement.

SECTION XVI. Notice. All notifications required under the terms of this Lease shall be made by U.S. Mail, return receipt requested to the parties at the following addresses:

Harrison County, Mississippi	President, Harrison County Board of Supervisors P.O. Drawer CC Gulfport, Mississippi 39501 <i>Telephone:</i> (228) 865-4238 <i>Facsimile:</i> (228) 865-4206
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<i>with a copy to</i>	Tim C. Holleman, Esq. Boyce Holleman & Associates 1720 23 rd Avenue Gulfport, Mississippi 39501 <i>Telephone:</i> (228) 863-3142 <i>Facsimile:</i> (228) 863-9829
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The Harrison County Fair Association	Carrie Cole, President Post Office Box 3052
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Gulfport, Mississippi 39505

with a copy to

Jason Savarese, Esq.
Savarese & Associates, PLLC
450 East Pass Road, Suite 108
Gulfport, Mississippi 39507
Telephone: (228) 901-0000
Facsimile: (228) 207-0889

SECTION XVII. Modification to Premises. Modification to the Fairgrounds


Premises by the Association is prohibited without the express written consent of the County. In the event consent of the County is given, any improvements, alterations or changes made by the Association shall be completed in a good and workmanlike manner. Any such improvements, alterations or changes must be completed by a licenses and bonded contractor who has been pre-approved in writing by the County. Any improvements made by Association during the term of this Lease shall become the property of the County at the termination of this Lease. The Association further covenants and agrees that upon expiration or earlier termination of this Lease Agreement, the County shall have the option to require the Association to restore the Fairgrounds Premises to its original condition.

SECTION XVIII. Entire Agreement. This Lease Agreement constitutes the
entire agreement of the parties and shall not be conditioned, modified or supplemented except be a subsequent written agreement signed by and delivered by all parties. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Lease a provision as similar to such provision as may be possible and legal, valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, this the 10th day of April, 2017.


HARRISON COUNTY, MISSISSIPPI

ATTEST:



John McAdams, Clerk of the Board

DATE: 4-10-17




Kent Jones, President
Harrison County Board of Supervisors

DATE: 4-10-17

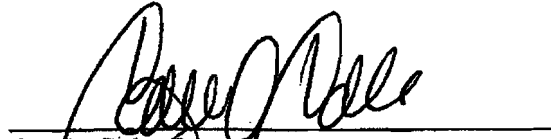
HARRISON COUNTY FAIR ASSOCIATION

ATTEST:



By: Jason R. Savarek

DATE: 6/19/17



Carrie Cole, President

DATE: 6/14/17