

**AGENDA**  
**RHEA COUNTY COMMISSION WORKSHOP**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, APRIL 9<sup>TH</sup>, 2024, 6:00 P.M.**

1. Prayer
2. Pledge To Flag
3. 4-H Representative to address the commission concerning event sponsorship. -Rhea County 4-H
4. Discuss Lease Agreement Rhea County, Tennessee To Rhea County Fair Association, INC. -Phillip Dunn
5. Discuss Letter from the Rhea Heritage Preservation Foundation. -RHPF
6. Public comments
7. County Official comments
8. County Executive comments
9. Commissioner comments
10. Adjourn

**Commission Meeting**  
**Tuesday, April 16, 2024, 6:00 P.M.**

## LEASE AGREEMENT

### RHEA COUNTY, TENNESSEE TO RHEA COUNTY FAIR ASSOCIATION, INC.

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Rhea County, a political subdivision of the State of Tennessee, herein called "the County", and Rhea County Fair Association, Inc., a Tennessee nonprofit corporation, herein called "Lessee."

**Whereas:** The County owns and operates a facility commonly known as the Rhea County Fairgrounds, hereinafter the "Premises"; and

**Whereas:** When the County enters into rental agreements for the use of county property with bona fide nonprofit organizations wherein the organization is to make improvements or provide services to further a recognized county purpose; and

**Whereas:** The agreement may be for less than fair market rental so long as the general public is not unreasonably restricted from access to the improvements or services; and

**Whereas:** The Lessee is a non-profit organization under 26 U.S.C. S 510(c)( ) that desires to rent the available Premises to have Fair Association events; and

**Whereas:** It is in the best interest of the County and its people for Lessee to be allowed to lease the Premises in exchange for services as described below.

**NOW THEREFORE**, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. PREMISES.** The County hereby leases to Lessee, upon the following terms and conditions, the real property with improvements known as the Rhea County Fairgrounds.

**2. TERM.** The term of this Lease shall begin on the \_\_\_\_ day of \_\_\_\_\_, 2024 and end on the \_\_\_\_ day of \_\_\_\_\_ 2027. This term shall be renewable annually upon the mutually written consent of Rhea County and Lessee.

**3. RENT.** In exchange for the County leasing the Premises to the Lessee for the purpose of having Fair Association events, Lessee shall pay the sum of \$1.00 annually and shall provide in-kind services as additional rent in the form of providing advertising services to promote the Rhea County Fair. Such services shall include but are not limited to:

**A.** Organize and advertise the annual Rhea County Fair and any other events deemed appropriate by the Rhea County Fair Board.

**B.** Sub-lease the buildings and grounds to other approved entities for a pre-set rental rate attached herewith as Exhibit "A." Whenever Lessee sublets the grounds or buildings, they shall share a 50/50 split of the rental rate to compensate Lessee for its efforts. All rents shall be paid over to the Rhea County, Trustee with a summary of rents received within seven (7) days. Lessee's portion shall be paid to the Rhea County Fair Association on a monthly basis.

4. **USE.** Lessee shall use said premises for the following purposes and no others without prior written consent of the Rhea County Fair Board: Rhea County Fair Association Events and other events deemed appropriate by the Rhea County Fair Board.

#### GENERAL TERMS AND CONDITIONS

5. **LICENSE, TAXES AND FEES.** Lessee shall pay throughout the term of this Lease all applicable taxes and all license and excise and other applicable fees to which the Lessee, Lease, Rent, Premises or activities of the Lessee may become subject.

6. **OTHER CONSIDERATION.** Except as otherwise provided herein, no offset, reduction, or credit toward rent shall be allowed unless it is in writing and signed by the Rhea County Board of County Commissioners

7. **NOTICE OF RENTAL ADJUSTMENT.** When it elects to adjust the rent, the County will give Lessee written notice of the adjusted rent 30 days prior to the effective date of any such adjustment. Within thirty (30) days following receipt of notice from the County, Lessee will give the County written notice of its acceptance or rejection of the adjusted rent. If Lessee does not notify the County within the thirty (30) day period, the rent as adjusted by the County will become the rent.

8. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. The Lessee specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from the County, and further agrees that the County does not waive this section by giving notice of demand for compliance in any instance.

9. **UTILITIES.** Lessee will not be paying utilities under this Agreement. The County shall be solely responsible for the utilities located on the premises.

#### **10. IMPROVEMENTS AND ALTERATIONS.**

A. Lessee shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from the County.

B. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall, upon expiration or earlier termination of this Lease, belong the County without compensation to the Lessee; however, the County shall have the option, to be exercised on expiration or earlier termination of the Lease, to require the Lessee, at Lessee's expense, to remove any or all such improvements or alterations.

**11. CONDITION OF PREMISES. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF THE COUNTY TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OR REPAIR OF THE PREMISES.**

12. **CONSTRUCTION DEFECTS.** The County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the

Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

**13. MAINTENANCE.** The County and Lessee shall throughout the term of this Lease work together to keep and maintain the leased Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, as a high quality community recreation center and in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).

**14. INDEMNITY AND HOLD HARMLESS.** The Lessee agrees to indemnify and hold the County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease Agreement, except to the extent of the County's sole negligence.

**15. INSURANCE REQUIREMENTS.** By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this lease, by the Lessee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee.

**A. MINIMUM SCOPE OF INSURANCE.**

The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**B. OTHER INSURANCE PROVISIONS.** The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:  
General Liability Policy:

1. Rhea County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.

2. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way.

3. The Lessee's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurers liability.

All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior notice - return receipt requested, has been given to the County.

**C. VERIFICATION OF COVERAGE.** Lessee shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Lease. The certificate(s) and

endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

**16. MUTUAL RELEASE AND WAIVER.** To the extent a loss is covered by insurance in force, the County and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided that this Agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the County or the Lessee.

**17. SURRENDER OF PREMISES.** At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to the County and shall deliver to the County all keys that it may have to any and all parts of the Premises.

**18. DEFAULT AND RE-ENTRY.** If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then the County may cancel this Lease upon giving the notice required by law and re-enter said Premises using such force as may be required. Notwithstanding such re-entry by the County, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. Notwithstanding the default provisions above, the County agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to pay rent as defined in this Lease Agreement, the County has given Lessee written notice of the default and Lessee has failed to cure the default within ten (10) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay rent as defined in this Lease Agreement, holder has given Lessee at least thirty (30) days' notice of such default and Lessee has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect persons or property from immanent harm, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Lessee advises the County of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

**19. NON-WAIVER.** It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

**20. INSPECTION.** The County reserves the right to inspect the Premises at reasonable times throughout the term of this Lease, provided that the County shall not interfere unduly with Lessee's operations. The right of inspection reserved to the County hereunder shall impose no obligation on the County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the County for failure to make such inspections.

Lessee shall provide a copy of all keys, locks, combinations, etc. in order for the County to have access to any and all buildings, structures, etc. located on the premises. If, at any time, access to the buildings, structures, etc. changes, then Lessee shall have an obligation to provide any and all new methods of access to the buildings, structures, etc. to the County within 48 hours of making any changes.

**21. LIENS.** It is understood and agreed that this Lease is executed and delivered upon the express condition that the Lessee will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of the County in the Premises, and the County hereby denies to Lessee any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of the County in the Premises to any lien, claim, or demand whatsoever.

**22. ANTI-DISCRIMINATION.** In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VI of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the lease by the County and may result in ineligibility for further County agreements. The Lessee will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

**23. TIME IS OF THE ESSENCE.** Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.

**24. SEVERABILITY.** If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

**25. PRIOR AGREEMENTS.** This Lease Agreement embodies the entire Agreement between the County and Lessee and supersedes any and all prior agreements. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

**26. BINDING EFFECT.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**IN WITNESS WHEREOF,** Rhea County and Lessee have executed this Agreement in the manner prescribed by law as of the Effective Date.

**LESSOR: RHEA COUNTY, TENNESSEE**

By: \_\_\_\_\_

Jim Vincent, County Executive  
Rhea County, Tennessee  
1475 Market Street, Suite #301  
Dayton, Tennessee 37321

Date: \_\_\_\_\_

**LESSEE: RHEA COUNTY FAIR ASSOCIATION, INC.**

By: \_\_\_\_\_

Don Massengale, President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

By: \_\_\_\_\_

William Horton, Vice-President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

EXHIBIT "A"

(PRE-SET RENTAL RATES FOR BUILDINGS AND GROUNDS)



## LEASE AGREEMENT

### RHEA COUNTY, TENNESSEE TO RHEA COUNTY FAIR ASSOCIATION, INC.

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**Whereas:** When the County enters into rental agreements for the use of county property with bona fide nonprofit organizations wherein the organization is to make improvements or provide services to further a recognized county purpose; and

**Whereas:** The agreement may be for less than fair market rental so long as the general public is not unreasonably restricted from access to the improvements or services; and

**Whereas:** The Lessee is a non-profit organization under 26 U.S.C. S 510(c)( ) that desires to rent the available Premises to have Fair Association events; and

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12. **CONSTRUCTION DEFECTS.** The County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the

Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

**13. MAINTENANCE.** The County and Lessee shall throughout the term of this Lease work together to keep and maintain the leased Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, as a high quality community recreation center and in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).

**14. INDEMNITY AND HOLD HARMLESS.** The Lessee agrees to indemnify and hold the County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease Agreement, except to the extent of the County's sole negligence.

**15. INSURANCE REQUIREMENTS.** By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this lease, by the Lessee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Lessee.

**A. MINIMUM SCOPE OF INSURANCE.**

The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**B. OTHER INSURANCE PROVISIONS.** The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:  
General Liability Policy:

1. Rhea County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.

2. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way.

3. The Lessee's insurance shall apply separately to each insured against whom a claim is made and or lawsuit is brought, except with respect to the limits of the insurers' liability.

All Policies:

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days prior notice - return receipt requested, has been given to the County.

**C. VERIFICATION OF COVERAGE.** Lessee shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Lease. The certificate(s) and

endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Lease. The County reserves the right to require complete certified copies of all required insurance policies at any time.

**16. MUTUAL RELEASE AND WAIVER.** To the extent a loss is covered by insurance in force, the County and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided that this Agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the County or the Lessee.

**17. SURRENDER OF PREMISES.** At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to the County and shall deliver to the County all keys that it may have to any and all parts of the Premises.

**18. DEFAULT AND RE-ENTRY.** If any rents above reserved or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default on any of the covenants and agreements herein contained, then the County may cancel this Lease upon giving the notice required by law and re-enter said Premises using such force as may be required. Notwithstanding such re-entry by the County, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. Notwithstanding the default provisions above, the County agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to pay rent as defined in this Lease Agreement, the County has given Lessee written notice of the default and Lessee has failed to cure the default within ten (10) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay rent as defined in this Lease Agreement, holder has given Lessee at least thirty (30) days' notice of such default and Lessee has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect persons or property from immanent harm, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Lessee advises the County of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

**19. NON-WAIVER.** It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

**20. INSPECTION.** The County reserves the right to inspect the Premises at reasonable times throughout the term of this Lease, provided that the County shall not interfere unduly with Lessee's operations. The right of inspection reserved to the County hereunder shall impose no obligation on the County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the County for failure to make such inspections.

Lessee shall provide a copy of all keys, locks, combinations, etc. in order for the County to have access to any and all buildings, structures, etc. located on the premises. If, at any time, access to the buildings, structures, etc. changes, then Lessee shall have an obligation to provide any and all new methods of access to the buildings, structures, etc. to the County within 48 hours of making any changes.

**21. LIENS.** It is understood and agreed that this Lease is executed and delivered upon the express condition that the Lessee will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of the County in the Premises, and the County hereby denies to Lessee any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of the County in the Premises to any lien, claim, or demand whatsoever.

**22. ANTI-DISCRIMINATION.** In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessee shall not violate any of the terms of R.C.W. 49.60, Title VI of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the lease by the County and may result in ineligibility for further County agreements. The Lessee will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

**23. TIME IS OF THE ESSENCE.** Time is of the essence of this Lease, and in the event of the failure of Lessee to pay any charges at the time in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Lessee shall be in default.

**24. SEVERABILITY.** If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

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**26. BINDING EFFECT.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**IN WITNESS WHEREOF,** Rhea County and Lessee have executed this Agreement in the manner prescribed by law as of the Effective Date.

**LESSOR: RHEA COUNTY, TENNESSEE**

By: \_\_\_\_\_

Jim Vincent, County Executive  
Rhea County, Tennessee  
1475 Market Street, Suite #301  
Dayton, Tennessee 37321

Date: \_\_\_\_\_

**LESSEE: RHEA COUNTY FAIR ASSOCIATION, INC.**

By: \_\_\_\_\_

Don Massengale, President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

By: \_\_\_\_\_

William Horton, Vice-President  
P.O. Box 117  
Evansville, TN 37332

Date: \_\_\_\_\_

EXHIBIT "A"

(PRE-SET RENTAL RATES FOR BUILDINGS AND GROUNDS)

**REQUEST FOR USE OF RHEA CO. AGRICULTURAL AND NATURAL RESOURCES  
COMPLEX**

DATE OF APPLICATION \_\_\_\_\_

NAME OF INDIVIDUAL MAKING REQUEST \_\_\_\_\_

INDIVIDUAL'S ADDRESS \_\_\_\_\_

INDIVIDUAL'S PHONE # \_\_\_\_\_

INDIVIDUAL'S E-MAIL \_\_\_\_\_

GROUP REPRESENTING \_\_\_\_\_

**FACILITIES NEEDED:**

Livestock Barn	<input type="checkbox"/>	Exhibit Building	<input type="checkbox"/>
Farm Credit Building	<input type="checkbox"/>	Master Gardeners	<input type="checkbox"/>
Stage	<input type="checkbox"/>	Picnic Pavilion	<input type="checkbox"/>
Arena	<input type="checkbox"/>		<input type="checkbox"/>

NOTES: A concerted effort is made of keep the Rhea Co. Agricultural and Natural Resources Complex and facilities clean and in order. Although the grounds area is periodically mowed, the mowing schedule does not always coincide with facility use. If grass height becomes an issue, notify the Rhea Co. Fair Association.

PURPOSE (Explain the need for facility or nature of intended use)  
\_\_\_\_\_  
\_\_\_\_\_

DATE(S) FACILITY NEEDED \_\_\_\_\_ Approximate number to attend \_\_\_\_\_

TIME OF EVENT \_\_\_\_\_

PAYMENT REQUIRED: Cleaning Fee \_\_\_\_\_ Rent \_\_\_\_\_

During the above specified period, I (we) accept the personal liability of all members and guest on or near the Rhea County Fairgrounds. I certify that I have read, understand and agree to abide by all rules and/or constraints set forth in this contract.

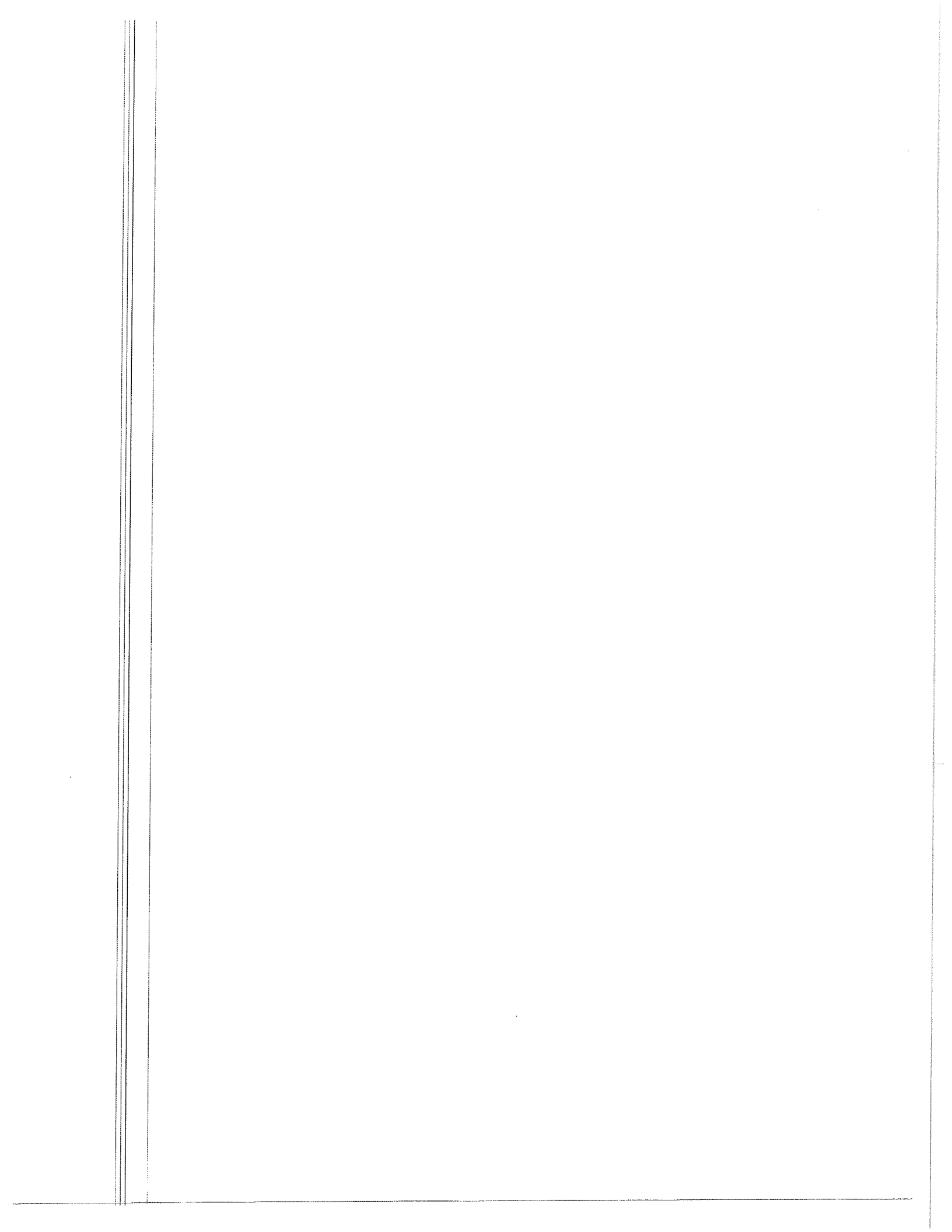
SIGNED (Must be signed by an individual or group representative assuming responsibility for contractual agreement)

**X** \_\_\_\_\_ DATE \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**Rhea County Agricultural and Natural Resources Complex, Evensville Tennessee**





## RHEA CO AGRICULTURAL AND NATURAL RESOURCES POLICY

The Rhea County Agricultural and Natural Resources Complex is a public owned facility. Being procured and built from public and private funds, the facilities are subject to all public laws, rules and regulations governing public property. Management and administration of the facilities have been delegated to the Rhea County Fair Association by the Rhea County Commission.

The primary purpose of the facility is for the advancement of educational programs and activities of the agricultural and agribusiness community in Rhea County. Programs and activities for this purpose have priority over any other considered for the Rhea County Fairgrounds Complex. Programs and activities sponsored by the UT Extension office are not subject to the normal Fee Schedule used for rent payment.

**Groups, Organizations, or individuals that have contributed to the improvement of the Rhea County Fairgrounds Complex** (with 40 hours or more in volunteer hours for the year prior to the request) may use the facility at no charge. A list will be compiled by the Rhea County Fair Association's Executive Board and maintained at the Fair office. The individual or group who donated the time **MUST** be the one to complete the rental agreement. A damage/key/cleaning fee will be required for the use of the facilities in these instances.

**Non-profit organizations** may request use of the grounds and/or facilities. Typically, a fee will not be required but will be evaluated on a case by case basis. However, donations are appreciated as there is an expense associated with the use of water and electricity at the complex. A damage/key/cleaning deposit will be required for use of the facilities in these instances. Certain insurance requirements may also need to be met. This also applies to groups and/or individuals wishing to hold benefits for **medical expenses or personal losses. Proff of non-profit is required.**

The facilities are available to all eligible persons regardless of age, race, color, national origin, sex, disability, religion, or veteran status. However, they will not be used by any organization that would put the public in competition with private business. If questions arise concerning eligibility of use for a specific activity or group, the question/issue will be referred to the Rhea County Fair Association's Executive Board for resolution.

## RULES AND/OR CONSTRAINTS REGARDING USE OF RHEA COUNTY AGRICULTURAL AND NATURAL RESOURCES

### COMPLEX

1. UNDER NO CIRCUMSTANCE WILL ALCOHOLIC BEVERAGES BE PERMITTED ON THE PREMISES
2. Anyone under the age of 18 must be supervised by adults at all times.
3. Where the situation warrants, special individual or group contracts will be prepared in lieu of the standard contract used.
4. The Rhea County Fair Association Executive Board Representative, reserves the right of visit/inspect the grounds and/or facilities during any scheduled rental period.
5. The Rhea County Fair Association or its members WILL NOT ACCEPT responsibility for items left following an event or activity.
6. Individuals and/or groups renting the grounds and/or facilities agree that no changes will be made to existing facilities. Damages resulting from use of facilities, regardless of circumstances, will be the responsibility of individual or group using said facility.
7. Individuals and/or groups must comply with terms listed under "FEE SCHEDULE" section of this document. Also, they must agree to pay any unexpected cost (i.e., those resulting from facility damage, returned checks, cleaning charges, etc.) which results from facility use.
8. Before the cleaning fee will be returned, the individual/group must complete the "Checklist for Fairgrounds rental" immediately following the event and must meet the satisfaction of renting agency. A loss of the cleaning fee will be incurred if those standards are not met AND clean-up will be hired and its cost charged to the responsible individual/group.
9. ANY VIOLATION OF THIS CONTRACT WILL PROHIBIT FURTHER USE OF THIS FACILITY.

### PROCEDURE FOR RENTING RHEA COUNTY FAIRGROUNDS COMPLEX

1. Individuals and/or those representing groups which wish to use the grounds and/or facilities should contact the Rhea County Fair Association for information, requirements, etc. Contact us at 423-243-2794 or on Facebook at Rhea County Ag Center & Fairgrounds Rentals
2. A standard or special contract must be completed and a Cleaning Fee Deposit made before a reservation will be entered on the Rhea County Fairgrounds calendar. Cleaning Fee Check should be made payable to: **Rhea County Fair Association.** Insurance requirements must also be met.

**PROCEDURE FOR RENTING RHEA COUNTY AGRICULTURAL AND NATURAL RESOURCES COMPLEX- Continued**

3. Rent may be paid at any time prior to a scheduled event or activity. It MUST be paid (if not before) when an individual or group representative picks up keys or access code for building/facility access. **(Rent Check should be made payable to: Rhea County)**

4. If user so desires, an inspection of the facility will be made by a Rhea County Fair Association representative prior to time facility is used.

5. Buildings and grounds must be cleaned immediately after event or activity and keys returned to the Rhea County Fair Association.

6. Once keys have been returned and an inspection made to determine proper clean-up and no damage to facility, the Cleaning Fee will be refunded within a 3 day period.

**FEE SCHEDULE**

**Cleaning Fee-** A standard, damage/key/ cleaning fee, will be required from individuals or groups who rent the Rhea County Agricultural and Natural Resources Complex facilities. In no case will the standard cleaning fee be less than \$100.00, however, the amount may be higher if the nature of the activity to be held so warrants. Following use, given that facility is left clean and undamaged, the cleaning fee will be refunded in full.

**Rent-** Fee Determinations will be based on the nature of the activity to be held and areas to be used. In addition to a base use fee, there may be other charges for items such as water, electricity, PA system, livestock panels, etc. Fees shown below are listed to serve as a guide but are in no way binding. In all cases, rental fees will be determined by nature of activity and Fairgrounds areas used.

Please refer to the attached Fairgrounds Map for location of rentable facilities

Facility	Base Fee	Cleaning Fee	Remarks
1. Livestock Barn	\$ 200.00		Includes picnic pavilion bathrooms
Set-up Fee	\$ 50.00	\$ 150.00	Livestock shows have a set-up fee and a litter clean out fee
Litter clean out fee	\$ 100.00		
2. Exhibit Building	\$ 100.00	\$ 100.00	
3. Farm Credit Bld.	\$ 100.00	\$ 100.00	
4. Master Gardener	\$ 150.00	\$ 100.00	
5. Stage	\$ 100.00	\$ 150.00	Includes picnic pavilion bathrooms
6. Picnic Pavilion	\$ 100.00	\$ 150.00	Includes picnic tables and bathrooms
7. Arena 7:00am-7:00pm	\$ 150.00	\$ 150.00	Includes Announcer Stand and Bathrooms at the Office
Arena 7:00pm-midnight	\$ 250.00	\$ 150.00	Includes Announcer Stand, Lights, and Bathrooms at the office
8. Entire Site	\$ 300.00		7:00am to 7:00pm
Entire Site	\$ 400.00	\$ 250.00	7:00pm to Midnight
Entire Site	\$ 700.00		7:00am to Midnight

**INSURANCE**

**Groups Charging Admission:**

User shall provide to Rhea County Fair Association a Certificate of insurance evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker's Compensation as applicable. Minimum limits shall be as follows:

Coverage	Limit
General Liability- Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
Fire Legal	\$1,000,000
Premises Medical Payments	\$5,000
Worker's comp, if applicable	Statutory

**INSURANCE, continued**

**Groups charging admission and/or selling food or beverages of any kind:**

User shall provide to the Rhea County Fair Association a Certificate of Insurance evidencing coverage for all premises liability and premises medical payments and Worker's Compensation as applicable. Minimum limits shall be as follows:

Coverage	Limit
General Liability- Per Occurrence	\$1,000,000 Products/Comp
Operation	\$1,000,000
Aggregate	\$1,000,000
Fire Legal	\$1,000,000
Premises Medical Payments	\$5,000 Worker's comp, if applicable Statutory

**HOLD HARMLESS**

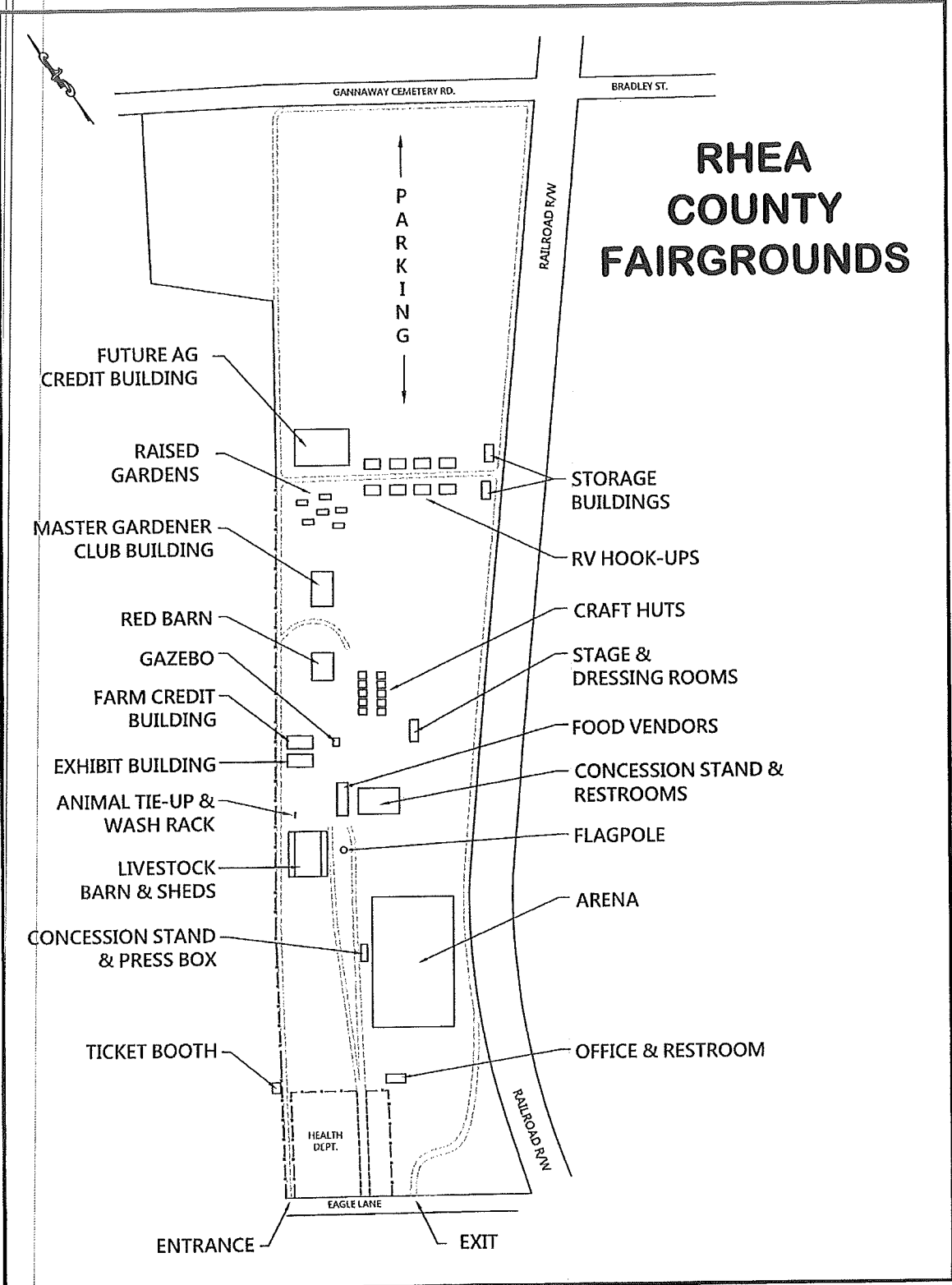
**Indemnification and Hold Harmless:** User shall indemnify and hold harmless Rhea County, Rhea County Fair Association, its officers, agents, volunteers and employees from:

- a) Any claims, damages, cost, and attorney fees for injuries or damages arising in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, cost and attorney fees arising from any failure of User, its officer, employees and/or agents including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) User shall pay Rhea County or Rhea County Fair Association any expenses incurred as a result of User's failure to fulfill any obligation in a timely manner under this Contract.

**RECEIPT- RHEA COUNTY FAIR ASSOCIATION**

PAYMENT	AMOUNT	RECEIVED OF	DATE PAID
Cleaning Fee			
Rent			
Other			
<b>TOTAL</b>			

# RHEA COUNTY FAIRGROUNDS



FUTURE AG CREDIT BUILDING

RAISED GARDENS

MASTER GARDENER CLUB BUILDING

RED BARN

GAZEBO

FARM CREDIT BUILDING

EXHIBIT BUILDING

ANIMAL TIE-UP & WASH RACK

LIVESTOCK BARN & SHEDS

CONCESSION STAND & PRESS BOX

TICKET BOOTH

HEALTH DEPT.

ENTRANCE

PARKING

GANNAWAY CEMETERY RD.

BRADLEY ST.

RAILROAD RW

STORAGE BUILDINGS

RV HOOK-UPS

CRAFT HUTS

STAGE & DRESSING ROOMS

FOOD VENDORS

CONCESSION STAND & RESTROOMS

FLAGPOLE

ARENA

OFFICE & RESTROOM

RAILROAD RW

EAGLE LANE

EXIT

## CHECKLIST FOR RHEA CO AGRICULTURAL AND NATURAL RESOURCES COMPLEX RENTAL

Before the Cleaning Fee will be returned, the following checklist must be completed and must meet the satisfaction of renting agency. Please use the checklist for the appropriate buildings rented

### RESTROOMS

- \* Flush the toilets
- \* Clean toilets and sinks if needed
- \* Sweep the bathrooms
- \* Turn off all lights and vent fans
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Replace toilet paper and paper towels, if needed
- \* Turn off faucets
- \* Lock the doors

### PAVILION/CONCESSION STAND

- \* Turn off stove and air conditioner
- \* Wash all dishes
- \* Clean stove and oven, if needed
- \* Sweep the concession stand
- \* turn off faucets
- \* Turn off all lights and vent fan
- \* Remove items placed in fridge (if applicable)
- \* Lock the doors to the concession stand
- \* Make sure concession stand, pavilion and grounds area are clean and free of trash

### LIVESTOCK BARN

- \* Turn off all lights
- \* Turn off water and lock the hydrant
- \* Lock storage rooms
- \* Place livestock panels back in original place (if used)
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Make sure barn and grounds area are clean and free of trash
- \* Remove any bedding/shavings used and manure

### EXHIBIT BUILDING

- \* Put room back as it was found (8 tables with 3 chairs each)
- \* Wipe down tables
- \* Sweep bathroom and exhibit building floor
- \* Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Clean and turn off coffee pot (if used)
- \* Clean sink and countertop in kitchenette area
- \* Make sure the exhibit building area is clean and free of trash
- \* Lock the doors

### FARM CREDIT BUILDING

- \* Put room back as it was found (8 tables with 3 chairs each)
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Sweep bathroom and Farm Credit building floor
- \* Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- \* Make sure the Farm Credit building area is clean and free of trash
- \* Lock the doors

### ARENA AND ANNOUNCER STAND AND/OR CONCESSIONS

- \* Turn off arena lights, if used
- \* Sweep announcer stand and concessions, if used
- \* Turn off light in announcer stand and concessions
- \* Remove items placed in fridge (if applicable)
- \* Turn off stove and air conditioner
- \* Clean stove and oven, if needed
- \* Lock doors
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Make sure arena area is free of debris and trash

### STAGE

- \* Sweep stage and dressing rooms
- \* Turn off lights
- \* Make sure stage and sitting area are clean and free of trash
- \* Remove trash, replace bags in trash cans and haul off trash

### MASTER GARDENER BUILDING

- \* Put room back as it was found
- \* Remove trash, replace bags in trash cans and haul off trash
- \* Sweep bathroom and Master Gardener Building floor
- \* Set thermostat in building (80 degrees in summer and 50 degrees in winter)
- \* Make sure the Master Gardener Building area is clean and free of trash
- \* Lock the doors

### ALL FACILITIES

- \* Be sure to close and lock gates when leaving



## RHEA HERITAGE PRESERVATION FOUNDATION

April 3, 2024

County Executive Jim Vincent and County Commissioners,

First, thank you for your continuing support of the Rhea Heritage Preservation Foundation. Your support has enabled us to take significant steps to benefit our community and to make preparations for the 2025 centennial of the Scopes Trial, an event already drawing attention to Rhea County.

In the past year RHPF has secured a permanent office space in the MainStreet Business Center, retained the services of an accounting firm to monitor our financial condition, increased the national scope of our promotion for the Scopes Trial Play and Festivities, and taken concrete steps planning for the centennial.

Your support helped make it possible for us to sell out all three performances of the play *Destiny* in Dayton, with a number of individuals turned away. Our audience came from nine states and all across Tennessee.

Last year's audience at the Nokian Tyres Summer Nights concerts was our largest ever, with an average of approximately 300 in attendance each evening. We already have contracted with the bands for this summer, and are expecting another great June.

RHPF is taking a leading role planning for the Scopes Trial Centennial, coordinating communication with the Rhea County Historical Society, Rhea Economic and Tourism Council, Bryan College, and MainStreet Dayton to prepare for this event.

We believe we are taking firm steps to make RHPF financially independent, by raising the cost of tickets to what state tourism personnel have told us is appropriate for the market, by increasing the number of performances to increase the number of patrons attending, and by pursuing new sponsorships and programs. At the same time, we believe we need support from county government to continue the promoting Scopes Trial play productions and community events such as the Scopes Heritage Festivities and the Nokian Tyres Summer Nights concerts.

We respectfully request the county commission to appropriate \$15,000 to RHPF this year to allow us to continue our regular programming and to further prepare for the national attention the county will be receiving for the trial centennial.

Thank you for your consideration, sincerely,

  
Rick Dye  
President

P.O. Box 1204 Dayton, TN 37321 423.680.9896 [admin@rheaheritage.com](mailto:admin@rheaheritage.com)