

## **PAYMENT POLICY**

### **Method of Payment**

Event Holders whose rental fees are in excess of \$100.00 shall pay a non-refundable 25% rental deposit at the time of booking an Event. The balance of the rental fee must be paid in full two (2) weeks in advance of Event Holder's scheduled Event. Rental fees less than or equal to \$100.00 must be paid in full at the time of booking an Event. Elbert County Treasurer accepts personal, business or cashier checks or money orders and cash. Any event that has booked either the stall area or camping area will be required to report how many stalls or RV spaces were used within one weeks of the event. Payment for said spaces is required within two weeks (14 days) following the event.

### **Bad Check Policy**

Any checks returned by the bank for any reason will be assessed the actual return fees charged to Elbert County. Event Holder will then be required to make payment with certified funds. The Event will not be held until certified funds are received. Elbert County will not accept a reservation for a future Events from a prospective Event Holder owing monies to Elbert County Fairgrounds. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, the County may refuse to rent facilities to any prospective Event Holder who, at any time, failed to make full payment in sufficient funds to the County within thirty (30) calendar days after the date of invoice.

### **Cancellation of Event**

A non-refundable 25% rental deposit shall be retained by Elbert County upon the cancellation of any scheduled Event two weeks or more before the scheduled Event. If the Event is cancelled two (2) weeks or less before the scheduled dates, Elbert County may retain the entire rental fee and the security deposit will be refunded. If Elbert County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Elbert County by the Event holder shall be refunded. Any liability of Elbert County shall be limited to the fees paid by the Event Holder.

### **Limitation of Liabilities**

Notwithstanding anything herein to the contrary, Elbert County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Elbert County facilities, however arising, including failure of voice or data lines, even if Elbert County has been advised of the possibility of such damages. Elbert County liability will in no event exceed the amount received under a Rental Agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of Elbert County Fairgrounds facilities are advised to procure Event cancellation insurance. Elbert County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.