

## NORTH CENTRAL WASHINGTON DISTRICT FAIR

P.O. Box 460, Waterville, WA 98858-0460

509-745-8480 • (Fax) 509-745-8630

### FAIR FACILITIES USE AGREEMENT

This Agreement is made this day and between Douglas County (the "County"), and the undersigned USER (the "USER"), known as:

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WHEREAS, the County owns, maintains and operates the North Central Washington District Fair (the "Fair") and fairgrounds at Waterville, Washington, through the Fair Board, and the USER wishes to contract with the County for the rental of fairground facilities;

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

#### ARTICLE I - USE OF FACILITIES

1.01 **Use of Facilities.** The County hereby grants to USER and the USER hereby accepts from the County, the license and privilege of using the facilities described below. The privilege granted to USER is limited to the facilities described and shall not extend to other areas of the fairground facilities.

1.02 **Location.** Facilities to be used are: \_\_\_\_\_.  
The County shall not be obligated to make any repairs or alterations to the premises.

#### 1.03 Utilities, Equipment and Keys,

A. Utilities furnished to USER are [  ] None [  ] Electricity [  ] Water.

B. Equipment furnished to USER is: \_\_\_\_\_.  
USER shall wash and clean all equipment after use and shall replace and/or repair lost or damaged equipment. The County does not guarantee quantities of equipment and it is the responsibility of the USER to determine if quantities are adequate by arranging alternative sources. Any equipment relocated from other fairground facilities shall be returned to the original location by USER.

C. USER agrees to return all fairground facilities keys within twenty-four (24) hours after use. USER agrees to pay a \$250.00 re-keying charge for each key not returned.

1.04 **Scope of Use.** USER shall not engage in sales to the public on, about or from the Fair premises, unless authorized by this Agreement. Use is limited to the following:

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1.05 **Protection of Image and Integrity of Fair.** The Fair Board and the Fair Manager shall have the right to examine and view any and all use, operations, display advertising, written materials, merchandise or goods of USER and, in their sole discretion, reject the same and direct USER to withdraw them from the Fair. If USER does not cease such use or withdraw rejected advertising, materials, merchandise or goods, then the USER, its employees, agents, and invitees will be ejected from the fairgrounds and this Agreement immediately terminated.

## ARTICLE II - TERM OF AGREEMENT

2.01 The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and expire on \_\_\_\_\_, 20\_\_\_\_. The USER shall set-up all stands, equipment, supplies and other property no more than twenty-four (24) hours before commencement and shall remove the same within four (4) hours after expiration.

## ARTICLE III - RENTAL FEE AND PAYMENT

3.01 **Rental Fee.** The USER shall rent in the amount of: \_\_\_\_\_.

3.02 **Deposits.** Upon signing this Agreement, the USER shall pay a security deposit in the amount of \$\_\_\_\_\_ to hold availability of the facility and which shall be applied towards the rental fee. The security deposit shall be forfeited in the event the USER fails use the facility and does not notify the County more than thirty (30) days before the scheduled use. In addition, a damage deposit of \$\_\_\_\_\_ shall be paid as security for the USER's performance of all terms and conditions of this Agreement.

## ARTICLE IV - INSURANCE

4.01 **Insurance Required.** The USER shall, at its own expense, obtain and continuously maintain public liability insurance and property damage insurance with such insurer or insurers as shall be acceptable to the County. Any deductibles, stop loss provisions, and/or exclusions contained in such policies must be approved, in writing, by the County. The minimum limits of liability protection required are as follows:

General Commercial Liability - One Million Dollars (\$1,000,000)  
Personal Injury/Advertising Injury – One Million Dollars (\$1,000,000)  
Products- Completed Operations - One Million Dollars (\$1,000,000)  
Property Damage - Two Hundred Fifty Thousand Dollars (\$250,000)  
Vehicle Liability - One Million Dollars (\$1,000,000)

Liquor Liability - If alcohol is to be sold for consumption at USER's event, the USER shall obtain and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 for each occurrence.

Host Liquor Liability – If alcohol is to be provided and consumed, but not sold, at USER's event, the USER shall obtain and maintain for the duration of the agreement Host Liquor Liability insurance in the amount of \$1,000,000 for each occurrence.

4.02 **Additional Insureds and Certificate.** The County, its departments, elected and appointed officials, employees and agents, and the North Central Washington Fair, its directors, appointed officials, employees, agents and volunteers, shall be named as additional insureds on such policies. Such insurance shall be primary insurance and any insurance, self-insured retention, deductibles or risk retention maintained or participated in by the County shall be excess and not contributory to insurance required. Such liability insurance policies will be endorsed to show this additional coverage. Such policies of insurance shall not be subject to reduction in coverage or cancellation without thirty (30) days prior written notice to the County. The USER shall provide a Certificate of Insurance, with endorsements attached, to the County as evidence of its compliance with these insurance requirements. Failure to provide proof of insurance as required prior to set-up shall result in the County's immediate withdrawal of USER's use of fairgrounds facilities.

## ARTICLE V - USE CONDITIONS

5.01 **Fair Regulations.** The USER shall comply with all rules and regulations adopted by the North Central Washington District Fair Board, which are hereby incorporated by this reference as though fully set forth, and as may be amended in the future.

**5.02 Bodily Injury and Property Damage Prevention.** The USER shall take all precautions to avoid bodily injury to persons or damages to property and the fairground facilities caused by its operations or by its employees, agents, and invitees. The USER shall be responsible for property damage caused by USER and USER's employees, agents, guests and invitees.

**5.03 Trash and Refuse Removal.** The USER shall maintain the fairground facilities in a neat and clean condition as a result of its use and use by its employees, agents, and invitees. The USER shall pay the County for the cost of any clean-up and removal of trash left upon the fairground facilities as a result of its use.

**5.04 Health, Safety and Other Regulations.** The USER shall obtain all necessary use permits and comply with all applicable federal, state and local laws, ordinances, rules, regulations and orders for the safety and health of its employees, agents, and invitees, including those pertaining to discrimination and disabled persons. USER shall monitor sound levels from the event. USER shall not allow sound levels to exceed 70dB at the NCW Fairgrounds property line prior to 10:00 pm and 50 dB after 10:00 pm. USER shall adjust and reduce sound levels as necessary to meet sound level maximums.

**5.05 Accident Reporting.** The USER shall immediately report to the County any bodily injury sustained by its employees, agents, and invitees and any damage to fairground facilities and/or property of third persons occurring during its operations at the Fair using the County's report form.

**5.06 Serving Alcohol - Conditions.**

No alcohol shall be sold or served.

Alcohol will be sold or served. The USER shall comply with all conditions set for at Exhibit A attached hereto and incorporated by this reference.

**5.07 Other Provisions.** The County shall have no responsibility for promotion of USER's event, ticket sales, ticket taking or security and shall have no control whatsoever over USER's performers.

## **ARTICLE VI - INDEMNITY**

6.01 The USER shall indemnify, defend and hold the County (including its departments, elected and appointed officials, employees, and agents, and the North Central Washington District Fair, its directors, appointed officials, employees, agents and volunteers) harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are caused in whole or in part by an intentional or negligent act or omission of the USER, its employees, performers, volunteers, agents or invitees. This indemnification obligation of the USER shall not apply in the limited circumstance where the claim, damage, loss and expense is caused by the sole negligence of the County. This indemnification obligation of the USER shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the USER hereby expressly waives the protection afforded by such laws. The foregoing indemnification obligations of the USER are a material inducement to County to enter into this Agreement, are reflected in the negotiated concession fees, and have been mutually negotiated.

USER initials acknowledging indemnity terms required \_\_\_\_\_

## **ARTICLE VII - GENERAL PROVISIONS**

**7.01 Time.** Time is of the essence of this Agreement.

**7.02 Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.03 **Termination for Cause.** The County may immediately terminate this Agreement by written notice to the USER in the event of any failure by the USER to comply with the terms and conditions of this Agreement and where such non-compliance presents a risk of public safety, bodily injury or property damage.

7.04 **Conflict.** The terms and provisions set forth in this Agreement shall take precedence over conflicting terms and conditions incorporated by exhibit or reference.

7.05 **Governing Law, Venue, and Attorney Fees.** This Agreement shall be governed exclusively by the laws of the State of Washington. Any court of competent jurisdiction in Douglas County, Washington, shall be the sole proper venue for any and all actions brought to enforce or interpret this Agreement. Each party shall pay its own attorney's fees and costs incurred in such action.

7.06 **Assignment.** The USER may not assign its rights or delegate its duties under this Agreement. Any such attempted assignment or delegation shall be void and shall constitute a material breach entitling County to immediately terminate this Agreement.

7.07 **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the County and the USER. There are no understandings or agreements between County and the USER other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement. This Agreement may only be modified in a writing signed by the parties.

USER

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

\_\_\_\_\_  
Signature and Title of Owner or Authorized  
Officer on Behalf of USER

Business Name: \_\_\_\_\_

Street Address or Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

NORTH CENTRAL WASHINGTON DISTRICT FAIR

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

By: \_\_\_\_\_  
Fair Manager

DOUGLAS COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Commissioner

## NCW DISTRICT FAIR – SECURITY REQUIREMENTS

Security personnel are required for any event where alcohol is sold, furnished or consumed, or where there is live music or dancing. Security is based upon the number of attendees and whether the event is public or private.

1. The number of persons attending this event is \_\_\_\_\_.
2. This is a  private event  public event.
3. Alcoholic beverages  will  will not be sold, furnished or consumed.  
The hours of alcohol service will be from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.
4. Live music/dancing  will  will not be at the event.

**Minimum** security personnel are as follows:

Attendees	PRIVATE EVENTS		PUBLIC EVENTS	
	No Alcohol, with Music/Dancing	Alcohol and Music/Dancing	No Alcohol, with Music/Dancing	Alcohol and Music/Dancing
0-100	0	2	1	2
101-200	1	3	2	3
201-300	2	3	3	4
301-400	2	4	4	6
401-500	2	5	5	6

Attendance will be controlled by the User and maintained within the number of attendees stated above. Private events shall be by invitation only and the public shall not be admitted. If alcoholic beverages are to be sold, furnished or consumed, the NCW District Fair Alcoholic Beverage Service Requirements shall also be attached to the Facility Use Agreement and signed by the User.

Security will be provided by:

- Douglas County Sheriff     
  Security Guard Company     
  Private

User agrees to control and direct security personnel as follows:

1. Security personnel shall only serve as security personnel and shall not be used as bartenders and/or beverage servers at the event.
2. Security personnel shall not consume alcohol or drugs immediately before or during duties at the event.
3. Security personnel shall enforce entry limitations, such as invitation required, minimum age, excluding intoxicated person seeking admission, and facility occupancy limitations, and refuse entry. ***The Community Hall has an occupancy limit of 500 persons.***

4. Security personnel shall enforce and control all Alcoholic Beverage Service Requirements of the NCW District Fair and, if needed, request law enforcement response.
5. Security personnel shall control and remove event attendees for minor in consumption or possession of alcohol, over consumption of alcohol – public intoxication, violation of smoking laws, violation of other drug/alcohol laws, disorderly or assaultive conduct, if "User" has asked guest or guests to leave the event.
6. Security personnel shall have the right to refuse admission or re-admission to any person(s) or to remove any person(s) from the event and the NCW District Fair property if it is believed the safety of the event will be compromised by the attendance and/or presence of such person(s).

User agrees the following requirements shall apply to "private" security personnel used for the event:

1. Security personnel shall wear matching identifiable shirts or vests in high visibility colors prominently displaying the word "SECURITY" on front and back.
2. Security personnel shall not carry firearms, knives or other weapons while on duty.
3. The following identified persons will serve as private security for User's event:

Name	Birthdate	Street	City	Telephone

**USER AGREES THAT USER SHALL BE RESPONSIBLE FOR DIRECTING AND CONTROLLING PRIVATE SECURITY PERSONNEL. ANY VIOLATION OF THESE REQUIREMENTS WILL RESULT IN THE IMMEDIATE REVOCATION OF THE FACILITY USE AGREEMENT, CLOSURE OF THE USER'S EVENT AND FORFEITURE OF THE USER'S DEPOSIT.**

I hereby acknowledge that I have read these Security Requirements. I agree to abide by all these terms and conditions.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name