



The Southwest Washington Fairgrounds Event Disclaimers

SOUTHWEST WASHINGTON FAIRGROUNDS: This AGREEMENT is made and entered into by and between Lewis County, Southwest Washington Fairgrounds (herein referred to as “FAIRGROUNDS”), and the person(s), organization or group named on the Facility Use AGREEMENT of the Agreement (hereinafter referred to as “CUSTOMER”), for the purpose of the temporary use of the Lewis County, Southwest Washington Fairgrounds.

FACILITIES USED: FAIRGROUNDS agrees to grant the CUSTOMER use of the areas indicated in this AGREEMENT. FAIRGROUNDS’ facilities event hours are **7:00 AM – 12:00 AM**. FAIRGROUNDS buildings, grandstand, and barns are smoke free in accordance with RCW 70.160. Smoking is prohibited on the fairgrounds during public events except in designated areas.

PURPOSE: CUSTOMER will use the PREMISES for the sole purpose indicated on the Facility Use AGREEMENT.

USE PERIOD AND TIME SCHEDULE: CUSTOMER will move in, use and occupy the PREMISES in accordance with the dates and times indicated on the facility use AGREEMENT. CUSTOMER will vacate and surrender possession of the PREMISES at the time indicated on the AGREEMENT. The CUSTOMER will not extend time for the occupancy or use of the PREMISES for CUSTOMER or for installation or removal of equipment without the express written permission of the FAIRGROUNDS. Additional time will be charged at a rate of published facility rates.

FEES: Fees for use of county-owned facilities are reviewed annually by the Lewis County Board of County Commissioners (BOCC) and are subject to change with 60 days advance written notice. Should a new schedule of fees be adopted at least 60 days prior to the date of Customer’s event, and should such any fees be greater than those set out herein, this Agreement shall be deemed to be amended to reflect such new and higher fees.

RESERVATIONS & HOLDS: Reserved dates are considered confirmed once the CUSTOMER has signed the Facility Use AGREEMENT and SWW FAIRGROUNDS has received payment of 50% of the facility rental fee. Hold dates (i.e. dates for which a signed Facility Use AGREEMENT and 50% payment of rental fees have not been received) will be maintained for 30 days, at which time it becomes the responsibility of the CUSTOMER to renew the hold. Hold dates will not be released to another client during the 30-day period without prior notification of the CUSTOMER. Prospective customers are permitted to challenge a hold date. In order to challenge a hold the prospective customer is required to sign a Challenge Waiver and submit 50% of the estimated facility rental fees. Once the signed waiver and deposit has been received, the holding parties will be contacted and informed of the challenge. The holding CUSTOMER then has 48 hours to either confirm the date by signing the facility use AGREEMENT and paying the remaining 50% facility rental fee or release the date.

PAYMENT & DEPOSIT: The initial 50% payment of facility rental fees is due when signing facility use AGREEMENT. The remaining 50% facility rental fees are due 30 days prior to the event. The AGREEMENT will be cancelled if contract payment in full is not received. A cleaning/damage deposit of \$300/\$500 (depending on event size) is due (15) fifteen days prior to the event. Providing there is no damage and the facility is left clean, deposits will be refunded within 20 business days following the event. Failure to perform all necessary clean-up will result in the forfeit of the deposit and the possible charge of additional fees.

EQUIPMENT RENTAL AND ADDITIONAL FEES: Base rent does not include charges for additional equipment rentals acquired before or during event. CUSTOMER agrees to provide FAIRGROUNDS with a completed Event set up form (30) thirty days prior to the event. Completion of the form does not guarantee availability of equipment. FAIRGROUNDS will notify CUSTOMER of any conflicts and provide alternative recommendations when possible. All arrangements must be finalized at least (21) twenty-one days prior to the event. Additional fees for use of equipment or space used by customer will be billed to the CUSTOMER within (10) ten business days with payment due (30) thirty days

Southwest Washington Fairgrounds
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from date of invoice. CUSTOMER will submit a full and detailed outline of the equipment required, including a floor set-up and such other information necessary for the event. This information must be available to FAIRGROUNDS no later than (30) thirty days prior to event.

MINIMUM SUPPORT PERSONNEL: If requested by the CUSTOMER, the FAIRGROUNDS agrees to provide Support Personnel above and beyond basic services CUSTOMER will be charged at a rate of \$25 per regular time hour or \$45 per holiday time hour of FAIRGROUNDS individual staff time. CUSTOMER further agrees to utilize the minimum number of FAIRGROUNDS' support personnel support personnel deemed necessary by the FAIRGROUNDS to assure the safety of invitees to the event and to the PREMISES. No designation or approval of personnel by the FAIRGROUNDS will relieve the CUSTOMER of any obligation hereunder. Please see **Interim Event Rental Fee sheet** for additional support staff costs. Fair reserves the right to exercise ultimate direction and control of its support personnel while utilized by Customer.

ELECTRICITY: Unless otherwise specified, electricity needs of CUSTOMER, other than regular house light, CUSTOMER will pay for outlets or normal facility operations, at current rates in effect at the facility. A representative of FAIRGROUNDS at the sole expense of the CUSTOMER must make all connections. Multiple plugs such as twin sockets, cube taps, etc... are not permitted. FAIRGROUNDS can provide electrical drops at \$25 a drop and electric outlet hand trucks are available to rent at \$40 a hand truck.

WATER: FAIRGROUNDS agrees to furnish water by means of appliances installed for ordinary potable water, toilet or janitorial purposes, but for no other purposes unless otherwise specified in this Agreement. Water closets, toilets, and water apparatus will not be used for any purposes other than for which they are constructed. Excessive use of water or use of wash racks will incur a fee.

BEDDING: Bedding will be billed at cost, plus labor for set up/cleanup and disposal.

CONCESSION RIGHTS: All parking rights and concessions, including but not limited to alcohol, tobacco, food products, beverages, checkrooms, programs and novelties, are and shall remain the exclusive rights of FAIRGROUNDS, and CUSTOMER shall not participate in the same. The CUSTOMER may be granted by FAIRGROUNDS the right to sell programs and novelties as may be approved by the FAIRGROUNDS in writing in advance and on terms acceptable to FAIRGROUNDS.

SOLID WASTE/REFUSE MANAGEMENT: Solid waste produced by CUSTOMER and CUSTOMER's guests during the AGREEMENT period is to be removed by CUSTOMER. See Interim Rental Fee Sheet for rates to have FAIRGROUNDS manage refuse removal.

ADVERTISING: CUSTOMER agrees when advertising in all media to refer to facility as "Southwest Washington Fairgrounds or Southwest Washington Fairgrounds".

CONDUCT OF PERSONS: CUSTOMER will be solely responsible for the orderly conduct of all persons using the PREMISES by its invitation, either expressed or implied, during all times covered by the agreement. FAIRGROUNDS reserves the right to eject or cause to be ejected from the PREMISES any person due to unlawful conduct, publicly offensive language or other offensive conduct as determined by the Fair Manager in her sole discretion. And further the Lewis County Sheriff, at his or her discretion, will determine the need and number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of CUSTOMER.

CONTROL OF BUILDING: The CUSTOMER will pick up a key at the fair office the day before the event. Weekend events must pick up a key on the Friday before.

CARE OF THE PREMISES AND EQUIPMENT USE: CUSTOMER will not injure, mark or deface PREMISES or EQUIPMENT used by or available to CUSTOMER. CUSTOMER agrees to keep PREMISES clean and safe during all periods of CUSTOMER'S occupation and use. FAIRGROUNDS reserve the right to require CUSTOMER to take such



reasonable protective measures as the FAIRGROUNDS may determine necessary to insure the preservation and protection of the PREMISES and EQUIPMENT and the safety of event patrons.

1. CUSTOMER and Customer's guests will not injure, mark or deface PREMISES, including but not limited to placing nails, tacks, hooks or screws into any part of PREMISES; or adhere signs or posters to painted or glass surfaces by any means including duct tape or masking tape; or posting advertising or other materials in or about the PREMISES without the FAIRGROUNDS written approval. Upon approval posters and signs are permitted to hang with painter's tape or gaffer tape within the designated PREMISES.
2. In the event of damage or alteration to the PREMISES or EQUIPMENT, CUSTOMER agrees to pay FAIRGROUNDS to fully restore the PREMISES or EQUIPMENT or repair the damage or replace altered or damaged portions, all at the CUSTOMER'S sole cost and expense.
3. Event maintenance fees will be applied when the CUSTOMER opts to have a FAIRGROUNDS employee manage the restrooms (cleaning and restocking) and empty trash cans during their event. See Interim Rental Fee Sheet for rates.
4. Heavy Equipment Needs – FAIRGROUNDS employees may only operate county-owned equipment. CUSTOMER will be charged the rate of \$60 per hour (minimum of 2-hours). Arrangement of these services must be made 21 days in advance.
5. Erection of any special apparatus, scaffolding, rigging, or other built-up structures is the responsibility of the CUSTOMER, but, in order to insure safety to performers and the public, such apparatus will be installed according to the specifications and requirements of the authority having jurisdiction. Use and placement of all production equipment, including but not limited to mixing consoles, lighting consoles, other lighting or sound equipment, will be arranged with FAIRGROUNDS prior to installation. In addition CUSTOMER is responsible for complying with Washington Labor & Industries regulations considering installation of such equipment.
6. Use of Helium Balloons is discouraged, and if used must be removed from all areas including ceiling. Loss of Cleaning/Damage deposit and a possible invoice charged at \$60 per hour fee (2-hour minimum) will be charged if FAIRGROUNDS is required to remove balloons.

EXPIRATION OF LICENCES: CUSTOMER will remove from the facilities all property, goods, and effects belonging to the CUSTOMER or caused by CUSTOMER to be brought upon the PREMISES by Date & Time specified in this Facility Use AGREEMENT. If the CUSTOMER has not totally vacated the PREMISES by the allotted time a 50% rental fee will apply for each day that the goods are on the grounds. The FAIRGROUNDS may opt to immediately remove items at the end of FACILITY USE AGREEMENT. The FAIRGROUNDS will have the right to take possession of such property and dispose of it as provided by law.

At the expiration of the time of use of the facilities herein above set forth, CUSTOMER will quit the facilities and return to the FAIRGROUNDS all equipment and facilities owned by FAIRGROUNDS, which PREMISES, equipment and facilities will be in good condition and repair as before CUSTOMER use except for ordinary wear and tear.

LAWFUL USE: CUSTOMER agrees to comply with all Federal, State, and local laws and regulation. CUSTOMER is responsible for becoming familiarized with these laws, ordinance, rules, and regulations.

SCHEDULING: Unless otherwise specified in writing, FAIRGROUNDS may schedule other similar events both before and after the dates of this contract without notice to the CUSTOMER.

OCCUPANCY INTERRUPTIONS: In the event that the PREMISES or any part of PREMISES is destroyed or damaged by fire, flood, or any other cause or if any casualty or unforeseen occurrence strikes, labor disputes, or acts of military authorities, render the fulfillments of this contract difficult or impossible to perform, this Agreement will be at once canceled. FAIRGROUNDS will not, in any such case, be held liable or responsible to the CUSTOMER for any damage caused by said cancellation and FAIRGROUNDS will be relieved from any further liability by reason of this Agreement, and the CUSTOMER will make no claims for compensation or for damages against FAIRGROUNDS. Any rental for the unused portion of said Agreement will be refunded to CUSTOMER.



ALCOHOL: No alcohol may be served, possessed or consumed by Customer or by any other person without the express, prior written consent of FAIRGROUNDS. An additional fee of \$250 (non-refundable) and liquor liability insurance is required for events where alcohol will be served or consumed. Events permitted to serve alcohol must sign an ALCOHOL ADDENDUM to the FACILITY USE AGREEMENT.

The CUSTOMER must secure liquor liability insurance with a limit of no less than \$300,000; limits may be higher for some events. This policy is in addition to any general liability insurance required by the FAIRGROUNDS.

- ✓ Lewis County/Southwest Washington Fairgrounds shall be named certificate holder and “Lewis County, Southwest Washington Fair, their officers, directors, agents and employees shall be named as non-contributory” and listed as additionally insured. Certificates will not be accepted if they do not include the additional insured exactly as stated.

The liquor liability certificate must be presented to and approved by the FAIRGROUNDS 15 days prior to the event.

Washington State Liquor Control Board Banquet Permit, Special Occasion Permit, or other licensing may also be required. Contact the WA State Liquor Control Board in Olympia at 360-664-1600 or visit their website. Permits can take up to 45 days to be issued. **Apply Early!**

Events serving alcohol will require a private security firm to be onsite during the duration of the event. A minimum of 2, 1 required for every 100 guests. Fees begin at \$30 an hour per security guard when arraigned 30 days in advance of the event. For Special/Large events a minimum of one (1) uniformed law enforcement officer at \$70 an hour must be on the grounds at all times alcohol is being served. Additional officers may be required and the Lewis County Sheriff’s Office will be the sole determining factor as to how many officers must be present. The CUSTOMER is responsible for covering all costs of law enforcement coverage related to sales, service, and/or distribution of alcoholic beverages.

MARIJUANA: The consumption of marijuana products of any type is not permitted on the fairgrounds.

KEYS/ACCESS CODE: It is the sole responsibility of the CUSTOMER to obtain any necessary keys or access codes for the facility being rented. CUSTOMER is required to contact FAIRGROUNDS the week of their event to ensure access to the PREMISES. Keys and access codes will only be issued once rental fee and deposit have been paid in full. After event, return key to FAIRGROUNDS. A drop box is available at the FAIRGROUNDS office to leave the key. CUSTOMER is required to return all keys within 48 hours of completion of event. Failure to return keys will result in a fee of \$50 per key.

KEY NOTES: All barns and the grandstand have restricted use as determined by County Fire Marshall. The grandstand, grandstand arena, horse barn and horse arena are closed from November 1st to March 31st annually. Maximum capacity is determined by the County Fire Marshall and does not account for set-up, including the addition of tables and chairs. Please see fairgrounds rules and regulations that apply to individual buildings.

USE OF FLAME OR FLAMMABLE MATERIALS: CUSTOMER agrees that it will not use any decorative materials by any applicable law, policy or regulation or any similar flammable combustible materials on or about the PREMISES. CUSTOMER further agrees to not stage any act or performance in which fire, flame, or explosive device is involved without first having obtained the prior written permission of the FAIRGROUNDS and Lewis County Fire Marshal and the permit is on file with FAIRGROUNDS. Customer can request copies of the County fire regulations by contacting the Lewis County Fire Marshal offices at 2025 NE Kresky Avenue, Chehalis, Washington add phone number.

BUILDING PERMIT: Events which change the nature of egress and exits to any of the fairgrounds facilities may require a building permit. CUSTOMER is required to contact the Lewis County Fire Marshal’s office at least 10 business days prior to your event to inquire/obtain necessary permits. If you do not meet the deadline, additional fees will apply and your permit will be denied.



FOOD SAFETY PERMITS: Events that are open to the general public and where food or beverage are served, require that all food booths obtain the appropriate food safety permits which are obtained through the Lewis County Health Department.

LOST OR STOLEN ARTICLES: FAIR is not responsible for lost, stolen, or damaged items during the use of the PREMISES. By law, FAIRGROUNDS will collect and have custody of articles left in the PREMISES by persons attending any performance, exhibition, or activity given or held on the PREMISES. CUSTOMER, or any person in CUSTOMER'S employee will not collect or interfere with FAIRGROUNDS' collection or custody of such articles. Articles will be given to the Lewis County Sheriff's Office.

INSURANCE: CUSTOMER shall obtain at its own cost and expense, commercial general liability insurance in the minimum amounts below. FAIRGROUNDS reserves the right to raise minimum levels based on type of event and crowd size.

- ✓ One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate.
- ✓ Lewis County/Southwest Washington Fairgrounds shall be named certificate holder and "Lewis County, Southwest Washington Fair, their officers, directors, agents and employees shall be named as non-contributory" shall be listed as additionally insured. Certificates will not be accepted if they do not include the additional insured exactly as stated
- ✓ CUSTOMER should ensure that the insurance policy is an occurrence based policy. FAIRGROUNDS will not accept a claims based policy.
- ✓ The CUSTOMER'S insurers shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. The CUSTOMER shall provide to the FAIRGROUNDS, 30 days in advance, a completed copy of a certificate of insurance, signed by the insurance agent for the CUSTOMER, as evidence of such coverage prior to use of the facility. FAILURE TO DO SO MAY RESULT IN REVOCATION OF THIS AGREEMENT.
- ✓ The policy shall be an endorsed and certificate shall reflect that Lewis County/Southwest Washington Fairgrounds is an additional insured on the CUSTOMER'S policy and the CUSTOMER'S insurance and any self-insurance carried is primary by the COUNTY is excess.

HOLD HARMLESS: The CUSTOMER will hold harmless, indemnify and defend Lewis County/Southwest Washington Fairgrounds, its officers, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever including reasonable costs and attorneys' fees in defense thereof, for injury sickness, disability or death to persons or damage to property or business, caused by or arising out of CUSTOMER's acts, errors or omissions in the performance of the AGREEMENT. Provided, however, that the CUSTOMER's obligation under the provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, employees or agents.

INDEMNIFICATION: CUSTOMER hereby agrees to indemnify and to defend Lewis County/Southwest Washington Fairgrounds, and its elected and appointed officials, officers, employees and agents, at CUSTOMER sole expense, and to not pay any claim, loss or expense incurred by FAIRGROUNDS or any third party arising out of CUSTOMER use of the PREMISES hereunder, including the costs of attorney fees, court costs, and all other costs associated with the defense of any such claim. In particular, and in addition to the above, CUSTOMER agrees to be fully and solely responsible for any and all damage, loss or liability which is incurred or threatened upon FAIRGROUNDS, arising out of any act done or damage caused by any patron on the PREMISES at CUSTOMER'S request, invitation or sufferance, including bodily injury or property damage to the third parties, including all attorney fees and costs of defense of any such claim.



For the purpose of this indemnification, the parties specifically and expressly waive any immunity granted under the Washington Industrial Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provision of this section shall survive the expiration and terminations of the agreement.

DEFAULT: Should the CUSTOMER default in the performance of any of the terms and conditions of this Agreement, FAIRGROUNDS may terminate the Agreement at its sole option and without prior notice to customer. CUSTOMER will be liable for the full amount of the fees agreed upon. FAIRGROUNDS will retain any deposit made by CUSTOMER. CUSTOMER will be given written notice of and an opportunity to correct any default, whenever reasonably practicable, prior to terminations.

CANCELLATIONS: Cancellations by the CUSTOMER made less than 60 days in advance of the reservation will result in the loss of all the fees required to date (an invoice will be sent with balance due). Cancellation policy is based on the original date reserved. In addition, the FAIRGROUNDS will have the right to terminate all or part of this Agreement at any time, without liability on the part of FAIRGROUNDS, upon thirty (30) days written notice; provided, however, this Agreement may at any time be terminated when the PREMISES are required for public use because of unforeseen emergency. Under such termination, a deposit made by customer will be refunded. Please note: All cancellations will be subject to a \$25 administrative fee.

RESCHEDULING: If the event is rescheduled no later than sixty-one (61) days prior to the first move in date, the deposit may be applied towards the rescheduled date. If the date is rescheduled within (60) days from the first move in date, the deposit is non-refundable and any remaining balance owing for this contracted dates shall remain the responsibility of the renter.