



The Southwest Washington Fairgrounds Event Conditions, Stipulations & Covenants

FACILITIES USED: FAIRGROUNDS agrees to grant the CUSTOMER use of the areas indicated in this AGREEMENT. FAIRGROUNDS' facilities event hours are **7:00 AM – 10:00 PM**. FAIRGROUNDS buildings, grandstand, and barns are smoke free in accordance with RCW 70.160. Smoking (and all related product use) is prohibited on the fairgrounds during 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 may 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 shall 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 published facility rates.

FEES: Fees for use of county-owned facilities are subject to change until the contract is signed and deposited.

PAYMENT & DEPOSIT: The initial 50% payment of facility rental fees is due when signing facility use AGREEMENT. The remaining 50% of facility rental fees are due 60 days prior to the event. The AGREEMENT will be cancelled if contract payment is not received in full as scheduled. A cleaning/damage deposit of \$500 (depending on event size) is due at the time of signing the facility use agreement. Providing there is no damage, and the facility is left clean, deposits will be refunded within 45 business days following the final event payment or the completion of the event, whichever comes later. Failure to perform all necessary clean-up will result in the forfeit of the deposit. In the event that the reasonable cost of clean-up exceeds the deposit amount, then CUSTOMER will also be charged for such excess amount. Deposit may be used for final charges if not paid separately within 10 calendar days of event.

BARN RENTAL: Southwest Washington Fairgrounds barns are active animal barns. While the barns may have cement floors used for a variety of rental purposes, they are animal barns. The barn floors at time of rental may have bird droppings and other barn related refuse. Warning signs are posted throughout the fairground barns to alert guests that they are entering an area where animal waste may be present on animals and surfaces. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special risk for infants, young children, some of the elderly and people with compromised immune systems. CUSTOMER should take appropriate precautions when using fairground barns for events. There may be an animal surcharge depending on what building is used.

EQUIPMENT RENTAL AND ADDITIONAL FEES: Base rent does not include charges for additional equipment rentals acquired before or during the event. CUSTOMER agrees to provide FAIRGROUNDS with a completed Event set up form (90) ninety days prior to the event. Completion of the form does not guarantee availability of equipment. FAIRGROUNDS will notify CUSTOMER of any conflicts and may provide alternative recommendations when possible. All equipment rental arrangements must be finalized at least (90) ninety days prior to the event. Additional fees for use of equipment or space used by CUSTOMER will be billed to CUSTOMER after the event within (10) ten business days with payment due (30) thirty days 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.

MINIMUM SUPPORT PERSONNEL: If requested by the CUSTOMER, the FAIRGROUNDS may agree to provide Support Personnel at CUSTOMER'S expense. FAIRGROUNDS will determine the minimum Support Personnel. 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. FAIRGROUNDS reserves the right to exercise ultimate direction and control of FAIRGROUNDS support personnel while utilized by CUSTOMER.

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ELECTRICITY: FAIRGROUNDS will supply electricity for normal lighting as well as typical 120-volt power for items used intermittently. Heavy 120-volt electrical usage and electrical usage needs beyond 120-volt will be subject to a utility surcharge. A representative of the FAIRGROUNDS will make all electrical connections above 120-volts at the sole expense of CUSTOMER. Multiply plugs, splitters, twin sockets, and cube taps are not allowed.

WATER: FAIRGROUNDS agrees to furnish water for normal bathrooms, janitorial, cooking, and drinking water purposes. Any excessive or additional water usage will incur a utility surcharge. Water fixtures will not be used outside of the purpose for which they were constructed.

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

CONCESSION RIGHTS/PRIVILEGES: All rights and privileges for parking 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. CUSTOMER may be granted a food concession buy-out by the FAIRGROUNDS in writing in advance and on terms acceptable to the FAIRGROUNDS. The CUSTOMER may also be granted by the FAIRGROUNDS the right to sell programs and novelties as may be approved by the FAIRGROUNDS in writing in advance and on terms acceptable to the FAIRGROUNDS. All Food related Vendors must be pre-approved by the FAIRGROUNDS prior to signing a contract by filling out and submitting an Interim Food Vendor Application/Agreement. All Food Vendors will pay 20% of their net profits from the event within 3 days and this must be paid by cash or check to the FAIRGROUNDS.

SOLID WASTE/REFUSE MANAGEMENT: Solid waste and/or refuse 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.

GREEN GATE PARKING LOT & CERTIFIED FLAGGER: If the Green Gate (Gold Street Entrance) parking lot is being utilized, a certified flagger is required at your expense. The CUSTOMER agrees to pick up flags and cones at the Green Gate and return said items to the Green Gate after the conclusion of the event. See Interim Rental Fee Sheet for rates for Flagger.

ADVERTISING: CUSTOMER agrees when advertising in all media to refer to facility as "Southwest Washington Fairgrounds". FAIRGROUNDS will advertise your event on Facebook, Southwest Washington Fairgrounds calendar and on reader board signs when possible. The reader board signs are limited to the name of the event and the date and time if there is enough space, and the FAIRGROUNDS has appropriate lettering.

CONDUCT OF PERSONS: CUSTOMER will be solely responsible for the orderly conduct of all persons using the PREMISES by CUSTOMER's invitation, either expressed or implied, during all times covered by this agreement. FAIRGROUNDS reserves the right to eject or cause to be ejected from the PREMISES any person due to unlawful conduct, or other offensive conduct as determined by the Parks & Recreation Director or designee in his or her sole discretion. Furthermore, 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: 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 (2) two weeks prior to their event to ensure access to the PREMISES and arrange for key pick up. Keys and access codes will only be issued once the rental fee and deposit have been paid in full. The CUSTOMER will pick up a key at the office the day before the event unless other arrangements have been made. Weekend events must pick up a key on the Friday before. After the event, return the keys to the FAIRGROUNDS office. A drop box is available at the FAIRGROUNDS office to leave the keys. CUSTOMER is required to return all keys within 48 hours of completion of event. Failure to return keys will result in a fee of \$100 per key.

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CARE OF THE PREMISES AND EQUIPMENT USE: CUSTOMER will not destroy, damage, 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 reserves 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 destroy, damage, 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. Upon prior approval, posters and signs may be permitted to hang with painter's tape or gaffer tape within the designated areas of the 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. See Interim Rental Fee Sheet for the rates for Event restroom maintenance and restocking.
4. Heavy Equipment Needs – County owned equipment shall only be operated by county employees. If the CUSTOMER has need of heavy equipment, CUSTOMER will be charged the specified rate from the rate sheet. Arrangements for these services must be made no less than 90 days in advance of the event.
5. Erection of any special apparatus, scaffolding, rigging, or other built-up structures is the responsibility of the CUSTOMER. In order to ensure the safety of the performers and the public, any such apparatus shall be installed according to the specifications and requirements of the authority having jurisdiction. The use and placement of all production equipment, including but not limited to mixing consoles, lighting consoles, other lighting, or sound equipment, shall be arranged with FAIRGROUNDS prior to installation. In addition, CUSTOMER is responsible for complying with Washington Labor & Industries regulations considering installation of all such equipment.
6. Use of Helium Balloons is discouraged, and if used must be removed from all areas including the ceiling. Loss of Cleaning/Damage deposit and CUSTOMER will be charged if FAIRGROUNDS is required to remove balloons.

EXPIRATION OF LICENSES: CUSTOMER shall remove from the facilities all property, goods, and effects belonging to the CUSTOMER or caused by CUSTOMER to be brought upon the PREMISES by the Date & Time specified in this Facility Use AGREEMENT. If CUSTOMER has not totally vacated the PREMISES by the allotted time an additional rental fee will apply for each day that the goods are on the grounds. FAIRGROUNDS may, at its own discretion, immediately remove items at the end of the 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, ordinances, and regulations. CUSTOMER is responsible for becoming familiarized with these laws, ordinance, rules, and regulations.

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

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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, CUSTOMER's guests or by any other person upon leased premises without the express, prior written consent of FAIRGROUNDS. Events permitted to serve alcohol must sign an **ALCOHOL ADDENDUM** to the FACILITY USE AGREEMENT. An additional non-refundable fee of no less than \$750 (dependent on number of attendees) and liquor liability insurance is required for all events where alcohol will be served or consumed.

MARIJUANA/TOBACCO/VAPING: FAIRGROUNDS buildings, grandstand, and barns are smoke free in accordance with RCW 70.160. Smoking of tobacco is prohibited on the fairgrounds except in designated areas. The consumption of marijuana, vaping or other tobacco products of any type is not permitted on the fairgrounds.

USE OF FLAME OR FLAMMABLE MATERIALS: No open flame of any kind or flammable materials allowed. Propane firepits are not allowed in or nearby buildings. Propane BBQs and propane firepits are allowed in the designated camping areas. BBQs and propane firepits are allowed outside the buildings per written permission from the FAIRGROUNDS. 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 360.740.2696. The FAIRGROUNDS will follow the guidance of the Lewis County Fire Marshal with any restrictions for burn bans.

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 and have a separate Concessionaire contract with the Fairgrounds to include the payment of a separate fee.

LOST OR STOLEN ARTICLES: FAIRGROUNDS is not responsible for lost, stolen, or damaged items during the use of the PREMISES.

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.

1. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate.
2. Lewis County/Southwest Washington Fairgrounds shall be named certificate holder and "Lewis County, Southwest Washington Fairgrounds, their officers, directors, agents and employees shall be named as primary, non-contributory" additionally insured. Certificates will not be accepted if they do not designate the additional insureds exactly as stated.
3. The insurance policy must be occurrence-based policy. FAIRGROUNDS will not accept a claims-based policy.

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4. 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 insurer, as evidence of such coverage prior to use of the facility. FAILURE TO DO SO MAY RESULT IN REVOCATION OF THIS AGREEMENT.
5. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by CUSTOMER is intended to apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to FAIRGROUNDS.

INDEMNIFICATION: CUSTOMER hereby agrees to indemnify, defend and hold harmless the County of Lewis/Southwest Washington Fairgrounds, and its elected and appointed officials, officers, employees and agents ("RELEASEES"), and to pay any claims, losses, damages or expenses incurred by RELEASEES arising out of CUSTOMER'S use and/or rental of the PREMISES, and any intentional or negligent act or omission of the CUSTOMER, including the costs of attorney fees, court costs, and all other costs associated with the defense of any such claim. In addition to the above, CUSTOMER agrees to indemnify, defend, and hold harmless the RELEASEES for any and all claims, damages, losses or liabilities incurred or threatened upon RELEASEES, arising from any intentional or negligent act or omission of by any person present upon the leased premises at CUSTOMER'S request invitation or sufferance. CUSTOMER'S obligations to indemnify, defend and hold harmless, extend to, but are not limited to, claims and damages for bodily injury or property damage, including all attorney fees and costs associated with any such claim.

For the purpose of this indemnification, the parties specifically and expressly waive any immunity granted under the Washington Industrial Act, Title 5 1 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provisions of this section shall survive the expiration and termination 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 61 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 first date reserved when an event has consecutive dates. 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 deemed unusable as a result of grounds or buildings safety concerns or if required for public use because of unforeseen emergency. Under such termination, a deposit made by CUSTOMER will be refunded. Please note: All cancellations by CUSTOMER will be subject to a \$25 administrative fee if cancelled more than 60 days in advance.

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 these contracted dates shall remain the responsibility of the renter.

SEVERABILITY/NON-WAIVER: The illegality or inability to enforce any of the provisions of the Agreement will not render the remainder unenforceable if the balance of the Agreement can still be fairly implemented. Waiver by Lewis County of any provision of this agreement in any specific circumstances will not be deemed a waiver in any subsequent circumstances, or of any other term or provision.

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