Island County Fairgrounds Rental Agreement
819 Camano Avenue, Langley, WA

2017 RENTAL AGREEMENT DETAILS
Agreement between: WSU Extension/Island County 4H Youth Development (TENANT), and Landlord;
Port of South Whidbey (PORT).
Tenant Contact: Cathi Mann-Fisher, Youth Development Program Coordinator
Address: PO Box 5000, 406 N. Main St., Coupeville, WA, 98239.
Duration of Rental Agreement: This agreement shall commence on January 1, 2017, and terminate
on December 31, 2019. Future agreements shall be negotiated in November, prior to the next year.

RENTAL DESCRIPTION
TENANT is allowed use of arena, various barns, buildings, and outdoor areas on the Fairgrounds property
for 4H related events and activities during this agreement, at the locations and rates listed below.
See attached 2017 4H Event Schedule for specific dates and locations.
Facilities and property utilized are:
- Jim Eakin Arena: enclosed arena, outdoor areas surrounding arena, and warm-up area to the
  south.
- Hope Building: restrooms, announcer stand, storage room, hallways, conference room,
  kitchen (for selling pre-packaged goods only), and outdoor areas surrounding Hope
- Horse Barns, stalls, tie-outs, Alpaca Barn/Grandstands, Cattle Barn, Goat Barn, Swine Barn,
  Sheep Barn, Cat Barn, Rabbit/Poultry/Cavy Barn, Dog Barn & Arena, manure & sawdust bins,
  and 4H restrooms during large events
- Pole Building: main room and dining room
- Coffman 4H Building: main great room, commercial kitchen, restrooms, and exclusive
  office/storage space
- Large equipment: John Deere tractor and Firahorse Water Tender, for authorized individuals
  to operate during events, on Fairgrounds property only; Check with PORT for authorization
  procedure and policies.

RATES
Event organizer/coordinator will collect necessary rates and fees from 4H participants to avoid
Rate/Collection by Port Staff:

a) $75.00 Horse Show Event Arena Use, per day (Two-day Horse Show = $150.00). Includes pre-
drag of arena, use of Hope Building, announcers stand, conference room, restrooms and various
outdoor areas surrounding the arena. After use, clean any area to avoid additional fees. Dump
garbage bags in metal dumpster.

b) $75.00 Spring Show Event Arena Use, per day (Two-Day Spring Show = $150.00). Includes pre-
drag of arena, use of Hope Building, announcers stand, conference room, restrooms and various
outdoor areas surrounding the arena. After use, clean any area to avoid additional fees. Dump
garbage bags in metal dumpster.

c) $2.00 Horse Daily Use, per event day, per horse. Includes water for horse.
d) $10.00 Barn Stall Use, per day. (Overnight = two days/$20). Includes water for animal.
Completely clean and clear stall after each use to avoid a Barn Stall Cleaning Fee. Use manure bins
for manure, and dump garbage bags in metal dumpster.
e) $25.00 Barn Stall Cleaning Fee, per stall and day. Will apply when any barn stall is not
completely cleaned after each use.
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f) $50.00 Firehorse Water Tender Use, per day. Only PORT authorized individuals can operate. Re-fill diesel fuel to the top after each use, to avoid a Diesel Fuel Fee.
g) $50.00 Tractor Use, per day, to drag arena during events. Only PORT authorized Individuals can operate. Re-fill diesel fuel to the top after each use, to avoid a Diesel Fuel Fee.
h) $50.00 Diesel Fuel Fee, per day. Will apply when Tender or Tractor is not re-filled to top after each day use.
i) $10.00 First and Second Row Campground Parking, per Horse Trailer or Vehicle, per day. Does not include overnight camping. After use, clean any area to avoid additional fees. Dump garbage bags in metal dumpster.
j) $20.00 NO Hook-Ups Overnight Camping, per night. If truck and/or horse trailer are on the grounds overnight anywhere on Fairgrounds property, this fee applies.
k) $25.00 With Hook-Ups Overnight Camping, per night. Includes power and water.
l) $2.00 Horse Haul-In Arena Use, per use, per horse (for Individual training). Purchase of pre-paid Horse Haul-In tickets available from PORT Fairgrounds Property Manager.
m) $25.00 Horse Club Training, per use. Includes use of Hope Announcers Stand, restrooms, and conference room. After use, clean any area to avoid additional fees.
n) $5.00 Building/Room Use, per meeting, 4 hours or less. Includes heat in hope or Coffman building. Turn heat off after use to avoid a Heat Fee. Completely clean and organize room after each use to avoid a Room Cleaning Fee. Dump garbage bags in metal dumpster.
o) FREE Commercial Kitchen Use. Please coordinate a use schedule with PORT.
p) $25.00 Heat Fee, per day. Will apply when heat is not turned off in Hope or Coffman after use.
q) $50.00 Room Cleaning Fee, per use. Will apply when any building or room is not cleaned and organized after each use.
r) $50.00 Bathroom Cleaning Fee, per use. Will apply when Hope or Coffman bathrooms are not cleaned and clear after each event use. Dump garbage bags in metal dumpster. Notify PORT if bathroom supplies are low or need repair.
s) $100.00 Grounds Cleaning Fee, per use. Will apply if any of the following occur: 1) manure is left anywhere on the grounds; 2) holes left by horses pawing; 3) garbage bags from events or day use are not disposed of in the metal dumpster. Garbage bag removal applies only to those trash cans around Hope and the barns.
t) $100.00 Rate/Fee Collection by PORT, per event. Will apply if event organizer/coordinator does not collect rates and fees from participants, and PORT has to collect.

TERMS
All rates and fees paid within 7 business days following the event. All events must end by 12:00 a.m. midnight. The PORT reserves the right of cancellation without liability in case of an emergency. Every effort will be made to provide the TENANT a minimum 48-hour notice. Checks are payable to Port of South Whidbey, PO Box 972, Freeland, WA, 91249, or deliver in person to Fairgrounds Property Manager, 819 Camano Avenue, Langley. Credit Card payments can be made in person at the main Port of South Whidbey office, 1804 Scott Rd., Suite 101, Freeland, WA (located on lower level of China City restaurant). Call ahead for business hours.

INSURANCE AND WAIVER OF LIABILITY
All users and renters of PORT facilities must hold the PORT District, its Commissioners, and PORT...NSU's negligent employees harmless from any and all claims by any person arising from the use of the premises, except for the sole negligence of PORT District. TENANT to provide to the PORT proof of Commercial General Liability insurance, noting each area being utilized, for the entire period of use, with limits not less than
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$1,000,000 each occurrence, and $2,000,000 general aggregate. The PORT shall be named as an additional insured on applicant/renter's Commercial General Liability Insurance policy, or a copy of the policy showing Blanket Additional Insured status must be attached to the Certificate of Insurance and provided to the PORT for approval.

TENANT IMPROVEMENTS: TENANT may not make improvements or modifications to any facility without prior written consent by the PORT. Any unauthorized TENANT improvements or modifications shall immediately become the property of the PORT, and TENANT will be responsible for fees and costs for removing unauthorized improvements or modifications. Authorized TENANT improvements or modifications completed with written PORT consent will become the property of the PORT immediately upon installation, and PORT will maintain and insure as part of building.

CLEANING DETAILS: Any area being utilized shall be cleaned and organized by TENANT after each use. Building and bathroom cleaning supplies will be provided by the PORT.

GARBAGE: All garbage bags must be placed in the metal dumpster from any trash cans TENANT uses during any events. Replacement bags will be left in the bottom of the trash cans to line the cans again upon removal of garbage. If garbage bags are not placed in the dumpster, the Grounds Cleaning Fee will be charged.

DAMAGE: TENANT is responsible for the care and condition of the facilities and personal property covered by this agreement while in its custody, and agrees to return them in the same condition as received. Any damage (other than that caused by normal use) will be repaired or replaced at TENANT'S expense.

TENANT'S RESPONSIBILITY: PORT assumes no liability for damages to goods or property of TENANT, or any liability for damages to persons or property arising out of or suffered, directly or indirectly, in connection with this license or TENANT'S use of the premises, except that resulting from PORT's negligence.

GOVERNING LAW AND VENUE: This agreement shall be governed by the laws of the State of Washington and Island County. Any lawsuit regarding it must be brought in Island County.

LEGAL RECOURSE: If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and costs. Notice upon PORT may be served upon Executive Director, Port of South Whidbey, 1804 Scott Road, Suite 101, Freeland, WA, 98249. Notice upon TENANT may be served upon the following TENANT representative at this address:

Cathi Mann-Asher  P.O. Box 41045
or "Contracts Office"  Pullman, WA 99164-1045

WALK-THROUGH: It is recommended that the PORT and TENANT do a walk-through before and after each event to confirm the following: Stalls are clean and ready for use, diesel fuel is full, rooms are clean and organized, existing holes created by rabbits are not charged against grounds fees. In the event a walk-through is not taken, it is the responsibility of the TENANT to contact the PORT before the show starts with any concerns about possible charges.
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LOST AND STOLEN PROPERTY: The PORT and its employees are not responsible for items lost, stolen or damaged, except as the result of PORT’s negligence or malice.

The undersigned TENANT acknowledges having read and understood the foregoing, and receipt of a duplicate.

LANDLORD/PORT:
Port of South Whidbey
Roxy Taylor, Fairgrounds-Property-Manager

Signature: Amqi Mozer, Executive Director
Date: 10/13/17
PO Box 872, Freeland, WA 98249
fairgroundsmanager@portofsouthwhidbey.com
Fairgrounds: 360-221-7950
PORT Freeland Office: 360-331-5494

TENANT/4H:
Island County 4H Youth Development
Cathl Mann-Fisher, Coordinator

Signature
Date:
PO Box 5000, Coupeville, WA 98239
cathl.mannfisher@wsu.edu
360-679-7328, or 360-720-1331

In order to facilitate payment, and in recognition of the fact that WSU did not agree to the terms herein, the undersigned hereby approves and ratifies only the payment terms of this agreement for events that occurred in 2017, as required to authorize payment by TENANT in an amount as described herein.

Approved by: Casey St. Clair
Contracts Assistant Manager
Washington State University
20171013

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4H Event Schedule for 2017
Events are subject to change. Please notify PORT in writing all changes as soon as possible.

Saturday, April 22  Wranglers Performance Horse Show
Sunday, April 23   Wranglers Gaming Horse Show
Saturday, May 20   Spring Show, multiple 4H groups (Most of Fairgrounds)
Sunday, May 21    Spring Show, multiple 4H groups (Most of Fairgrounds)
Saturday, June 24  Leaders Performance Horse Show
Sunday, June 25    Leaders Gaming Horse Show
Saturday, July 1   Blazin’ Saddles Gaming Horse Show

2018-2019 events shall be mutually agreed upon, in writing, in advance.