MASTER LICENSE AGREEMENT FOR USE OF EVERGREEN STATE FAIRGROUNDS FACILITIES FOR 4H PROGRAMMING

This MASTER LICENSE AGREEMENT FOR USE OF EVERGREEN STATE FAIRGROUNDS FACILITIES FOR 4H PROGRAMMING (this "Agreement") is made and entered into this 16th day of June, 2016, (the "Effective Date") by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Washington State University, an institution of higher education and agency of the State of Washington, by and through its Snohomish County 4H Program (the "Licensee").

RECITALS

A. The County is the owner of that certain real property commonly known as the Evergreen State Fairgrounds.

B. The mission of the Licensee is to engage people, organizations, and communities to advance knowledge, economic well-being, and quality of life by fostering inquiry, learning, and the application of research.

C. The Licensee conducts educational programs within Snohomish County and employs faculty and members and support staff to plan, conduct, and evaluate these programs.

D. Pursuant to RCW 36.50.010, the County is authorized to establish and conduct extension work in agriculture and home economics in cooperation with the Licensee, including 4H programming for Snohomish County residents, and the parties have worked in partnership to that end since 1916.

E. In furtherance of their partnership and in promotion of 4H programming, the parties wish to continue their coordination and cooperation as to 4H programming sited on the Evergreen State Fairgrounds.

F. The parties further wish to streamline their procedures for approving individual 4H programming events by creating a master license agreement under which individual addendums may be executed on a per event basis.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Licensee agree as follows:

1. **Grant of License.** This Agreement sets forth the general terms and conditions under which the Licensee may enter onto and use portions of the Evergreen State Fairgrounds for 4H programming. For each specific 4H programming event or occurrence (an "Event"), the parties shall execute an addendum to this Agreement (an "Addendum"), and the County hereby grants to Licensee a nonexclusive, revocable license to enter onto and use those portions of the Evergreen State Fairgrounds for the purposes and under the terms and conditions described in this Agreement and any subsequent Addendums.
2. **Process for Execution of Addendums.**

2.1 **Submission of Application.** Should the Licensee desire to make use of any portion of the Fairgrounds for an Event, it shall submit to the County an appropriate Application in substantial form to those attached hereto in Appendix A1 and A2, at least ninety (90) days before the Event date. The County, in its sole discretion, may require additional information from the Licensee before approving an Addendum.

2.2 **Response to Application.** The County shall review the Application upon receipt. The County, in its sole discretion, may accept or reject the Application. The County shall give the Licensee notice of such acceptance or rejection within ten (10) business days of receipt of the Application. Alternatively, the County may accept the Application subject to additional terms and conditions, including but not limited to changes in the date or facility within the Evergreen State Fairgrounds where the Addendum requested date or facility is not available.

2.3 **Issuance of Addendum.** Upon acceptance of an Application by the County, the County will issue to the Licensee an Addendum in substantial form to that attached hereto in Appendix B. The Licensee shall attach to the Addendum a full and detailed plan of any temporary structures, staging, booths, or other equipment that may be used by Licensee or its employees, agents, participants, invitees, exhibitors, or volunteers during an Event. Any such structures, staging, booths, or other facilities must comply with all applicable safety and fire regulations. The Addendum shall become effective upon execution by both parties.

2.4 **Changes to Addendum by Licensee.** Following execution of an Addendum by the County, the Licensee may propose changes to the Addendum by submitting a new Application outlining in detail the desired changes. The County may, in its sole discretion, accept or reject the new Application. The Licensee shall be liable for all increases in cost, if any, which may be incurred by changes to the Addendum.

2.5 **Changes to Addendum by County.** Following execution of an Addendum, the County shall provide the Licensee with written notification of any changes to the Addendum required by the County, including but not limited to changes in the date or facility within the Evergreen State Fairgrounds where the Addendum requested date or facility is not available. The County shall obtain the Licensee's written approval to any such changes before implementing them.

2.6 **Authority of Administrators.** By entering into this Agreement and upon its Effective Date, both parties authorize their respective Administrators to accept, deny, and negotiate the Addendums described in this Section 2, including any associated increase, decrease, or other change in costs. The parties designate the following Administrators:

For the County:  
Tom Teigen  
Snohomish County Evergreen State Fairgrounds  
14405 179th Avenue SE  
Monroe, WA  98272  
Telephone: 360.805.6700  
Fax: 360.794.8027  
Email: tom.teigen@co.snohomish.wa.us
For the Licensee:  Jana Ferris  
Washington State University 4H Extension 
600 128th Street SE 
Everett, WA 98208 
Telephone: 425.357.6006 
Fax: 509-358-7979 
Email: ferrisj@wsu.edu

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

3. **Consideration.**

3.1 **License Fee.** For each Event, the Licensee shall pay any license fee (the “License Fee”) specified in an Addendum. The Licensee Fee shall be due and payable within thirty (30) days of execution of an Addendum.

3.2 **Damage Deposit.** For each Event, the Licensee shall pay a one-time damage deposit (the “Damage Deposit”) to the County in an amount specified in an Addendum. The County may deduct from this Damage Deposit any sums the Fairgrounds Administrator, in his or her sole discretion, determines appropriate for damages and/or cleaning or other loss. Retention of all or any portion of the Damage Deposit shall not constitute a waiver of any other remedy the County may have. If the Fairgrounds Administrator, in his or her sole discretion, determines that all or any portion of the Damage Deposit should be returned to Licensee, the County shall refund that amount to the Licensee within thirty (30) days of the the end of the Event for which the damage deposit was made, less any administrative fee as set by the Snohomish County Department of Finance.

3.3 **Food Services Fee.** Should the Licensee contract for catering or food concession services as provided in Section 5.5 below, Licensee shall pay a one-time fee (the “Food Services Fee”) as set by the County to cover the County’s cost for utilities and garbage disposal.

3.4 **Utilities.** For each Event, the Licensee shall reimburse the County for the cost of utilities provided to an Event as specified in an Addendum. Utility reimbursement shall be due and payable within thirty (30) days of receipt of an invoice from the County following an Event.

3.5 **Equipment.** Upon request by the Licensee, the County may provide tables, chairs, bleachers, portable walls, and/or other equipment (the “Equipment”) for an Event. The Licensee shall pay an equipment use fee (the “Equipment Fee”) to the County in an amount specified in an Addendum. The Equipment Fee shall be due and payable within thirty (30) days of receipt of an invoice from the County following an Event.

3.6 **Penalty for Late Payment.** The Licensee shall remain liable for complete and timely payment of all amounts invoiced. If any License Fee, Damage Deposit, Food Services Fee, utility charges, Equipment Fee, or other fee is more than thirty (30) days past due, the unpaid sum shall accrue interest from the date due at a rate of one percent (1%) per month or the maximum
rate allowed by law.

3.7 Remittance. The License Fee, Damage Deposit, Food Services Fee, utility charges, Equipment Fee, and any other applicable fees and penalties shall be remitted to:

Snohomish County Department of Parks and Recreation
Evergreen State Fairgrounds
14405 179th Avenue SE
Monroe, WA 98272

4. Term.

4.1 Term of the Master Agreement. This Agreement shall take effect upon the Effective Date and shall remain in effect through December 31, 2021, unless earlier terminated pursuant to the provisions of Section 10 below, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3) additional one (1) year terms by written notice from the County to the Licensee, PROVIDED FURTHER that each party’s obligations after December 31, 2016, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

4.2 Duration of an Event. Each Addendum shall specify the period of proposed use of the Evergreen State Fairgrounds for an Event, including time and date for set-up, public Event activities, and close out, all subject to the following hours of operation: Sunday through Thursday, from 6:30 a.m. to 10:00 p.m.; Friday and Saturday, from 6:30 a.m. to 11:00 p.m; horse barns and stalls are open 24 hours, 7 days a week.

5. Scope of License.

5.1 Purpose. During the term of the License, the Licensee and its agents, employees and contractors shall have the right to enter onto and use those portions of the Evergreen State Fairgrounds designated in an Addendum for 4H programming Events as specified in an Addendum and for all purposes related directly thereto and as an incident thereto. The County shall provide personnel during the Event to assist Licensee as needed.

5.2 Restrooms. Included in the grant of this License is right to enter onto and use any restroom facilities adjoining that portion of the Evergreen State Fairgrounds designated in an Addendum for an Event.

5.3 Animals. Except for service animals, police dogs, and animals participating in animal shows ("Allowed Animals"), no animals are allowed on the Evergreen State Fairgrounds. All Allowed Animals must be on a lead or in a crate and remain in the area of use or in an exhibitor’s vehicle (dogs may be tethered to an owner’s recreational vehicle or trailer, but may be ordered removed by the Fairgrounds Administrator if, in his or her sole discretion, the dog is disruptive). Tie outs in roadways, parking lots, or other areas are strictly prohibited. Licensee shall inform all animal owners of these rules and their responsibility to clean up after their animals.

5.4 Admission Fees. Licensee may, at its option, charge an admission fee for the Event. Licensee assumes full responsibility for the payment of all form of taxes, fees, licenses,
excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to any admission fee for the Event. Licensee shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5.5 Food Services. Licensee may contract for its own catering or other food concession services (the “Food Services”) (except within the Equestrian Park) as follows: (a) Licensee is responsible for verifying that Food Services have obtain appropriate food service permits from the Snohomish Health District; (b) Food Services are responsible for providing their own equipment (including electrical plugs and water hoses) to meet service needs as required by the Snohomish Health District and the Snohomish County Fire Marshal’s Office; (c) Licensee shall verify that Food Services do not drain gray water, grease, etc. on the grounds or in the storm drains; and (d) County recycling guidelines apply to all Food Services; PROVIDED, HOWEVER, that the County reserves the right to enter into exclusive contracts for on-site catering and concession services and to charge the Licensee for any such catering and food concession services delivered at an Event.

5.6 Alcohol. No alcohol shall be served by, or be permitted to be served by, any party without prior written approval of the County, which approval may be withheld in the County’s sole discretion. Approval, in the County’s sole discretion, may be given under the following conditions: (a) Acquisition of the appropriate permits, including permits from the Washington State Liquor and Cannabis Board; (b) Posting of signage prohibiting the presence of persons under 21 years of age; (c) No service to persons under 21 years of age; and (d) No service to any person who appears intoxicated or under the influence of alcohol.

5.7 Wheeled Devices. Except for wheeled devices utilized as part of an Event within that portion of the Evergreen State Fairgrounds designated in an Addendum for an Event, no skateboards, roller skates, bicycles, motorcycles, or similar wheeled devices are allowed on the Evergreen State Fairgrounds.

5.8 Parking. Licensee, its employees, agents, participants, invitees, exhibitors, or volunteers, may park in County designated areas. The Licensee shall provide parking and traffic control attendants, at its sole expense, to operate the parking areas. Traffic control and parking are the responsibility of the Licensee. If due preparation, care, and caution is not demonstrated by the Licensee, the County reserves the right to provide traffic and parking attendants as needed in the County’s sole discretion, the cost of which shall be reimbursed by the Licensee to the County.

5.9 Laws, Rules, and Regulations. Licensee is responsible for supervision of its Event. Any and all activities performed or conducted by the Licensee on the Premises shall be performed or conducted in a safe and reasonable manner, in compliance with all applicable laws, and in accordance with such reasonable rules and regulations as the County may establish. Licensee, by executing this Agreement, acknowledges receipt of a copy of the County’s rules and regulations and agrees to make the same known to all of Licensee’s invitees, agents, employees, exhibitors, participants, and volunteers, to the extent reasonably possible.

5.10 Illegal Use. No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. The Licensee’s authority to use the Premises shall not be considered exclusive possession or control, and the County may
enter the Premises at any time to determine whether improper or hazardous use is being made of the Premises and may take such measures as the County, in its sole discretion, deems appropriate to control any criminal activity, nuisance, or real or potential harm to persons or property. In addition, the County, in its sole discretion and at no cost to the County, may require the use of security personnel.

6. **Access.** As necessary, the County shall check out to the Licensee keys for accessing those portions of the Evergreen State Fairgrounds identified in an Addendum. The cost of replacing lost keys or recoding building locks will be charged to Licensee.

7. **Care and Condition.**

7.1 **No Warranty.** The Licensee has examined the Evergreen State Fairgrounds, and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Evergreen State Fairgrounds, or in any other manner except as stated herein; provided, however, County agrees to maintain the Fairgrounds and make repairs needed for safety during the term of this Agreement.

7.2 **Care and Condition.** The Licensee shall be responsible for that portion of the Evergreen State Fairgrounds specified in an Addendum, shall maintain the same (including all areas used for Food Services) in a neat and clean condition and shall return the same upon termination of the Addendum in as good a condition and repair as the same now are or may be put into, normal wear and tear, casualty loss not the fault of the Licensee, and damage caused by the County and its employees excepted. The County is under no obligation to maintain, replace, or repair any of its facilities or any other obligation not stated in this Agreement. Licensee shall not permanently alter or destroy any part of the Evergreen State Fairgrounds and shall not use nails, hooks, tacks, screws, or tape in any part of the Evergreen State Fairgrounds.

8. **Utilities.** The County shall provide utilities as specified in an Addendum.

9. **Maintenance.** The County shall provide routine maintenance and services at the Evergreen State Fairgrounds, including stocking of restrooms, lined garbage cans, and fire extinguishers. Licensee shall be responsible for maintaining the cleanliness of restrooms. The County shall not be called upon to make any repairs occasioned by the negligence of the Licensee, its agents, or employees.

10. **Termination.**

10.1 This Agreement may be terminated by either party with thirty (30) days written notice, PROVIDED, that if this Agreement is terminated by the County under this Section 10.1, the County shall return all advanced paid License Fees and Damage Deposits to the Licensee, less any administrative fee as set by the Snohomish County Department of Finance, PROVIDED, FURTHER, that if this Agreement is terminated by the Licensee under this Section 10.1, the County may retain all advanced paid License Fees and Damage Deposits as liquidated damages. Termination under this Section 10.1 shall not affect the rights of either party under any other Section in this Agreement.

10.2 If Licensee breaches any term of this Agreement and fails to cure the same
within ten days’ written notice to do so by the County, the County may terminate this Agreement by providing a written notice to Licensee, PROVIDED, HOWEVER, that the County may terminate this Agreement immediately for any breach by Licensee where the County determines, in its sole discretion, that immediate termination is necessary to protect and/or preserve public health, public safety, and the general welfare or interest of the public. Termination under this Section 10.2 shall not affect the rights of the County under any other Section in this Agreement.

10.3 By the End Date of an Addendum, unless otherwise agreed in the Addendum, or sooner termination of this Agreement, at its sole cost and expense, Licensee shall remove from the Premises any and all property that Licensee has brought onto the same, and shall restore the Premises to substantially its condition as of the Effective Date of the Addendum, reasonable wear and tear excepted. If any property of Licensee is not removed by the termination of this Agreement, the County shall have the right to take possession of and store the property in such a manner as it deems appropriate, and collect all storage fees from Licensee.

10.4 If the Licensee does not vacate and restore the Premises prior to the termination of an Addendum, the Licensee shall continue to pay the County an additional Licensee Fee, as described in Section 3 and the Addendum, for each week until such time as Licensee has fully vacated and restored the Premises.

10.5 This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights, or to clean or renovate the Premises as a result of Licensees actions, such sum, shall be immediately due and payable to the County.

11. **Possessory Lien.** In the event of default in payment, or breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by Licensee, it agents, employees or registered volunteers, the County shall have a possessory lien upon any and all property stored, used or located on the Evergreen State Fairgrounds and upon any sums of money advanced to or otherwise in the possession of the County because of this License.

12. **Hold Harmless.**

12.1 To the extent permitted by and within the scope of the coverage afforded to Licensee by, the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.), Licensee shall protect, save harmless and indemnify, and pay the costs of defense for, the County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of this Agreement or as a result of the negligent acts or omissions of Licensee in the performance of its rights and obligations under this Agreement or its use of the Premises, including claims by Licensee’s employees, volunteers, or third parties, except for those damages caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

12.2 To the extent permitted by law County shall protect, save harmless and indemnify, and pay the costs of defense for, the Licensee, its officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of this Agreement or as a result of the negligent acts or omissions of County in the performance of its rights and obligations under
this Agreement, including claims by County’s employees, volunteers, or third parties, except for those damages caused by the negligence or willful misconduct of the Licensee, its officers, employees, or agents.

12.3 This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker’s Compensation Act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

12.4 The Parties understand that they will be bound by the comparative fault laws of the State of Washington. Each Party shall protect, defend, indemnify, and hold harmless the other party to this Agreement according to terms stated herein, and in the event that both the Parties are determined to be negligent, any damages allowed should be levied in proportion to the percentage of negligence attributable to each party.

12.5 In the event that the County incurs any judgment, award and/or cost arising from the provisions of this Section 12, or to enforce the provisions of this Section 12, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

12.6 The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

12.7 Nothing contained within this Section shall affect and/or alter the application of any other provision contained within this Agreement.

13. **Insurance.**

13.1 At execution of this Agreement, the Licensee, at its’ sole cost and expense, shall maintain for the term of this Agreement self-insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Licensee’s use of the Premises. Licensee and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Licensee and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. This self-insurance includes automobile liability, liquor liability and host liquor liability, and workers compensation at statutory limits. Licensee shall provide a certificate evidencing self-insurance prior to use of the Premises. Such certificate shall designate the County as an additional insured.

13.2 Nothing contained within this Section shall affect and/or alter the application of any other provision contained within this Agreement.

14. **Compliance with Other Laws.** The parties shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement. Licensee shall obtain all permits and licenses required by law. The County does not warrant whether any permits
or licenses are necessary nor waive any such requirements.

15. **Assignments and Subleases.** This Agreement may not be assigned, either in whole or in part, sublet, or possession thereof transferred voluntarily or involuntarily by the Licensee. Any attempt to assign this Agreement in violation of this Section shall be null and void and shall constitute a default for purposes of termination under Section 10.2.

16. **Non-Discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts. The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Licensee of the Licensee’s compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee is found to have violated this Section, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County’s discretion. This provision shall not affect the Licensee’s obligations under other federal, state, or local laws against discrimination.

17. **Notices.** Notice as required by any term of this Agreement shall be given by registered or certified mail or electronic mail. Such communication or notice shall be deemed to have been given and received read receipt is received from electronic mail or when deposited in the United States Mail, property addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County: Snohomish County Department of Parks and Recreation
Attention: Tom Teigen
14405 179th Avenue SE
Monroe, WA 98272
Telephone: 360.805-6700
Fax: 360.794.8027
Email: tom.teigen@co.snohomish.wa.us

If to the Licensee: Washington State University Extension, 4H Youth Development
Attention: Jana Ferris
7612 Pioneer Way East
Puyallup, WA 98371
Telephone: (425) 357-6006
Fax: 509-358-7979
Email: ferrisj@wsu.edu

18. **NPDES Compliance.** Licensee agrees to enforce and adhere to the County’s
NPDES Compliance Procedures, a copy of which is attached hereto as Appendix “C” and incorporated herein by this reference.

19. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, PROVIDED, HOWEVER, that nothing in this Agreement shall supersede or otherwise be interpreted to contradict any term of that certain *Interlocal Agreement Between Washington State University, through Washington State University Extension, and Snohomish County, through Snohomish County Department of Human Services* effective January 1, 2012. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

20. **Conflicts between Attachments and Text.** Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, the text or main body of this Agreement shall prevail.

21. **Disputes.** In the event that a dispute arises under this Agreement that the parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

22. **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

23. **Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

25. **No Waiver.** A party’s forbearance or delay in exercising any right or remedy with
respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.

26. **Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

27. **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

28. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the sole benefit of the County and the Licensee. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

29. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snookomish County, a political subdivision of the State of Washington

By [Signature]

Name: FAIR MANAGER

**LICENSEE:**

Washington State University, an agency of the State of Washington

By [Signature]

Name: Amanda N. Owen
Title: Contracts Manager

Approved as to Form:

[Signature]

Deputy Prosecuting Attorney

Insurance Approval:

[Signature]

Risk Management

[Signature]

Assistant Attorney General

[Date] 6-14-16
APPENDIX A1

Form of Application—Equestrian Park

[To be inserted.]
1. This is not a contract.
2. Information from this application will be used to process facility rental agreement, schedule maintenance, parking and equipment; and if applicable, may be sent to local newspapers and published in Fairgrounds events calendar.
3. Refer to attached facility-use manual which covers insurance, rates, rules and regulations for use of Fairground’s facilities.

### PERMITS, INSURANCE, EXCLUSIVITIES

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>(1) Special Events Permit</td>
<td>Snohomish County Fire Marshal’s Office may require Event to obtain a Special Events Permit. Fire Codes are not adhered to – See Facility Use Manual.</td>
</tr>
<tr>
<td>(2) Insurance</td>
<td>$1,000,000 General Liability Insurance with a separate Additional Insured Endorsement Page is required covering all dates of use including move in, set up, event and move out dates – see Facility Use Manual.</td>
</tr>
<tr>
<td>(3) Dept of Revenue</td>
<td>Requires any promoter who has vendors who make or solicit sales of tangible property or services have an open Tax Registration number with the WA ST Dept of Revenue – Refer to Manual.</td>
</tr>
<tr>
<td>(4) Food/Beverage Services</td>
<td>Refer to Manual.</td>
</tr>
<tr>
<td>(5) County Admissions Tax</td>
<td>For Venues that Charge Admission Fees – Refer to Manual.</td>
</tr>
<tr>
<td>(6) FEES</td>
<td>Refer to Manual.</td>
</tr>
</tbody>
</table>

### SECTION 1 - APPLICANT INFORMATION

*** Please Print Clearly ***

a. CONTRACT NAME: 

   (Name as it appears on your insurance policy.)

   CHECK ONE - Applicant is a: □ Limited Liability Company; □ Corporation; □ Partnership; □ Nonprofit Corporation; □ Sole Proprietor; □ Individual; □ Municipal Corporation; □ Special Purpose District

b. NAME & TITLE OF PERSON(S) LEGALLY AUTHORIZED TO SIGN CONTRACT (if not same as Event Manager):

   Name: 
   Telephone: 
   Name: 
   Telephone:

c. EVENT CONTACT/MANAGER – Main contact person for event related matters, set up and operation:

   Name: 
   Telephone:

d. MAILING ADDRESS FOR CONTRACT:

   Name:
   Address:
   Telephone:

e. BILLING ADDRESS & CONTACT IF DIFFERENT:

   Name:
   Address:
   Telephone:

f. E-MAIL ADDRESS

   

g. EVENT WEB SITE FOR PUBLIC INFORMATION

   

FACILITY USE APPLICATION
Page 1
SECTION 2 - EVENT INFORMATION

A. DESCRIPTION OF EVENT AND ACTIVITIES:
Where applicable, event information may be sent to local newspapers and published in Fairgrounds monthly events information sheets & Internet Site. PUBLIC EVENTS - a flyer and/or event information sheet is required for our files.

1. EVENT NAME:

2. TYPE OF EVENT:

3. DESCRIPTION OF EVENT AND LIST ALL ACTIVITIES (or include a detailed copy of show schedule):

4. ANTICIPATED ATTENDANCE: PARTICIPANTS: ______________________ PUBLIC: ______________________

B. EVENT / PUBLIC DATE(S) AND TIMES
FAIRGROUNDS HOURS OF OPERATION – Grounds/buildings opening and closing times – no event may operate past the following times - Any hours past these times will be charged at labor per-man hour overtime rates:
- Monday – Thursday 6:30am-10pm; Sunday 6:30am – 8pm
- Friday - Saturday 6:30am-11pm; Set Up, Move in and Move out dates and hours – See Section 3.

<table>
<thead>
<tr>
<th>EVENT / PUBLIC DATE(S):</th>
<th>Event Activity Times</th>
<th>Hours Open to Public</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

C. PUBLIC INFORMATION

a. READERBOARD ADVERTISING - □ YES, please list event on readerboard; □ NO, please do not list event
Currently no charge and no guarantee on listing or which readerboard listing will be located on - Indicate in box below how you would like the event to be listed on readerboard – Fairgrounds may modify verbiage or number of letters depending on how many events need to be listed:

b. PUBLIC ADMITTED? Yes ______ No ______

c. If Paid Admission – Dates & locations tickets will be available: __________________________

(IMPORTANT: Promoter's phone number will be issued if no other public information number is listed below)

Public Info Phone Number:

If Admission is Charged, Prices:

___ No charge
$ ______ Adults (ages ______ to ______)
$ ______ Senior Citizens (______ and over)
$ ______ Children (ages ______ to ______)
_______ and Under Free

Other: __________________________

(Refer to County Admission Tax in Facility Use Manual)
### SECTION 3 – FACILITIES REQUESTED

- Refer to Facilities section of manual for rates and more detail.
- Additional Fees – Equipment Set up and dismantle days may be charged at half daily rate or as per contract.
- Daily rates go into effect when arenas are opened up for horse activity.
- Luming is allowed in signed luming areas only.
- CHANGES – Notify Fairgrounds of any changes to below information three (3) weeks prior to event.

A day is classified as:
- Weekdays 6:30am-10pm;
- Friday-Saturday 6:30am-11pm.
- Sunday 6:30am – 8pm

#### (a) ARENAS
- Indicate days and times arenas are to be unlocked for use – no activity allowed between 10pm & 6:30am unless approved in advance by Fair Management.
- Show manager or officials must be on site and monitoring arenas until closing times.
- Full daily fee will be assessed when arenas are unlocked and opened for use – see rate schedule in manual.

<table>
<thead>
<tr>
<th>Check</th>
<th>Indicate Which Arenas Show is Renting</th>
<th>Indicate Office and Equipment Set Up Days and Days Horses will be using Arenas; (Mondays – if granted, no set-up or move-in until after 5pm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>#100 Indoor Arena</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>#101 Covered Outdoor Arena</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>#110 NW Uncovered Outdoor Arena</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>#111 Center Uncovered Outdoor Arena</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>#109 NE Uncovered Outdoor Arena</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>#112 NE Warm Up/Practice Ring</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>Outdoor uncovered Luming Areas</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>Cattle Pens (indicate how many cattle pens are needed &amp; what days cattle are arriving &amp; leaving)</td>
<td></td>
</tr>
</tbody>
</table>

**OTHER ARENA PREPARATION NOTES** (example – bucking chutes, stripping chutes, cattle pens at south end of arena, etc.):

### (b) STALLS, Haul-Ins, Portables.

- Stall Charts are located in the manual. STALL CHARTS are due into Fair Office two (2) weeks prior to event.
- PRE-BEDDING: Fairgrounds does not bed stalls for shows moving in on Monday and Tuesday; otherwise stall chart is required.
- Fairgrounds Office to receive copies of all shavings/sawdust delivery slips (disposal fees will apply).
- Barns & Stalls - A day is classified as 6am - 6am.

1. **Horses Move In Date(s)** (Unless approved otherwise, barns are not available on Monday):

2. **Horses Move-Out Date & Time**:

**NOTICE** – barns are to be vacated by 9pm on Sunday unless Licensee requests over-night considerations to Monday morning. If granted, barns must be **vacated no later than 7:00 a.m. on Monday** so maintenance can prepare barns for next horse show.

<table>
<thead>
<tr>
<th>Check</th>
<th>Barns &amp; Stalls</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>Barn 102</td>
</tr>
<tr>
<td>☐</td>
<td>Barn 103</td>
</tr>
<tr>
<td>☐</td>
<td>Barn 105 – Inside Stalls</td>
</tr>
<tr>
<td>☐</td>
<td>Barn 105 – Outside Stalls – West Side</td>
</tr>
<tr>
<td>☐</td>
<td>Barn 105 – Outside Stalls – East Side</td>
</tr>
<tr>
<td>☐</td>
<td>Haul-Ins (Check if show has haul-ins - horses tied out to trailers in parking lot – Note: any horse on the grounds over 4 hours must rent a stall)</td>
</tr>
<tr>
<td>☐</td>
<td>Shavings</td>
</tr>
<tr>
<td>☐</td>
<td>Show will be buying Fairground’s baled shavings</td>
</tr>
<tr>
<td>☐</td>
<td>Show is bringing in their own shavings</td>
</tr>
</tbody>
</table>

**PLEASE NOTE**
Stalls are to be filled in consecutive order unless authorized differently by Fairgrounds Management, 1st - Barn 102, 2nd - Barn 103, 3rd - SW section of Barn 105, 4th - south half of Barn 105, 5th - all inside Barn 105, 6th - Barn 106.
(g) OTHER RELATED CHARGES: (Refer to Section 4 for labor and other fees)

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gate Attendant</td>
<td>(Fairgrounds Personnel) MANDATORY on move in and event days – 8 hours per day per day rate.</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Used Shavings Disposal Fee</td>
<td>(charged on shavings used – does not include pre-bedded stalls) per yard.</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Stall Damage Fee</td>
<td>(removal of nails, screws, tacks, staples, graffiti) per stall.</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Other Violations</td>
<td>(each violation) example: bailing string/wire, syringes/needles, foreign objects, garbage in stalls, shavings or bunkers</td>
<td>$ 200.00</td>
</tr>
<tr>
<td>Non-Food Vendor Electrical Charges</td>
<td>(Charge for non-food Vendors hooking up to Fairgrounds electrical service)</td>
<td>Per Vendor</td>
</tr>
<tr>
<td>Other Services</td>
<td>(describe in Section 4 below):</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**SECTION 4 - EQUIPMENT AND SERVICES**

A. **EQUIPMENT NEEDS** (indicate numbers needed – see manual for rates)

<table>
<thead>
<tr>
<th># Picnic tables ($10/ea)</th>
<th># Folding Chairs ($2/ea)</th>
<th># Benches w/back ($5/ea)</th>
<th># Benches w/o back ($5/ea)</th>
<th># Microphones</th>
<th># Portable platforms (8'x12')</th>
</tr>
</thead>
</table>

Other Equipment:

**B. SET UP SERVICES**
- list any special set up needs, e.g. rodeo set up, roping chutes, platform set up, forklift, etc., and location (diagram will be needed).
- note date and time needed - fee based rates noted in item D below.

**C. OTHER SERVICES NEEDED DURING EVENT**
(describe and note dates and times or frequency needed, example: Drags. Additional charges may apply.)

**D. PERSONNEL, LABOR, EQUIPMENT/OPERATOR SERVICES** (overtime based on time & one-half per man-hour)

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Charges</td>
<td>(per man-hour; based on 15-minute increments) $ 50.00</td>
</tr>
<tr>
<td>Tractor with Operator</td>
<td>(per man-hour; based on 15-minute increments) $ 100.00</td>
</tr>
<tr>
<td>Forklift with Operator</td>
<td>(per man-hour; based on 15-minute increments) $ 100.00</td>
</tr>
<tr>
<td>Other Equipment with Operator</td>
<td>(per man-hour; based on 15-minute increments) $ 100.00</td>
</tr>
<tr>
<td>Personnel Overtime Charges</td>
<td>(Per man-hour - Charged before 6am and after 11pm) $ 250.00</td>
</tr>
</tbody>
</table>

**SECTION 5 - PARKING**

Check one:
- Show is handling participant parking.
- Show prefers hiring parking personnel from Fairground’s list (show to pay parking personnel at conclusion of work shifts – fees to be based at $15 per hour per person).

**RV PARKING**

Check one:
- Show handling RV parking and fee collection*, OR
- Prefers Fairgrounds handle RV parking and fee collection

(*Report and fees to be paid to Fairgrounds upon conclusion of event)

**Charges:**
- $30 per space in RV-5 per day (12 spaces with septic hookups)
- $25 per space in RV-1 per day for electrical hook
- $20 per space per day for non-hookups (no electrical)

TENT CAMPING: Tent camping is discouraged due to security reasons, except by written authority of Fairgrounds Management

**ACKNOWLEDGEMENT AND SIGNATURE:**
Licensee agrees to abide by the rules and regulation stipulated in the actual License Agreement and referenced attachments should this application be approved. By signature of this application Licensee hereby authorizes the Evergreen State Fairgrounds to secure information concerning any of the above facts including contacting the references to furnish information requested. Licensee also acknowledges that it is the Licensee’s responsibility to enforce throughout the duration of their scheduled event all Snohomish County Evergreen State Fairgrounds written or verbal rules, regulations and requirements.

Please see Master Agreement

______________________________  N/A
Signature of Applicant Date:

FACILITY USE APPLICATION
Page 5
APPENDIX A2

Form of Application—Facility Rental

[To be inserted.]
Facility Rental Application

1. This is not a contract.
2. Information from this application will be used to process facility rental agreement, schedule maintenance, parking and equipment needs; and, if applicable, may be sent to local newspapers and published in Fairgrounds’ events calendars and website.
3. Refer to attached facility-use manual which covers insurance, rates, rules and regulations for use of Fairground’s facilities.
4. All agreements are subject to final approval by Snohomish County Risk Management Office and Fairground’s Manager.

<table>
<thead>
<tr>
<th>APPLICATION DUE DATE</th>
<th>DEPOSIT DUE WITH THIS APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE(S) RESERVED</th>
<th>FACILITIES RESERVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Insurance, Taxes, Etc.

a. Insurance & Endorsement

$1,000,000 General Liability insurance listing set up, event, and move out days, with Snohomish County Additional Insured Language. See Section 2.

b. Dept of Revenue

Requires any promoter who has vendors who make or solicit sales of tangible property or services have an open tax registration number of the WA Dept of Revenue - See Attached.

c. County Admissions Tax

Effective July 1, 2009, the Snohomish County Treasurer’s Office has imposed a 5% admission tax on anyone charging admission into an event, show or activity.

*** APPLICANT TO READ AND COMPLETE REMAINDER OF THIS APPLICATION ***

Section 1 - Applicant Information

a. CONTRACT NAME:

(Name as it appears on your insurance policy – “see insurance requirements”)

Check One: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Individual ☐ Other (explain)

b. NAME & TITLE OF PERSON(S) AUTHORIZED TO SIGN CONTRACT (If not same as Event Manager)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Web Site:</td>
<td>Web Site:</td>
</tr>
</tbody>
</table>

c. EVENT MANAGER – Main contact person for event related matters including equipment, set up and operation:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Web Site:</td>
<td>Web Site:</td>
</tr>
</tbody>
</table>

d. CONTRACT MAILING ADDRESS:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Web Site:</td>
<td>Web Site:</td>
</tr>
</tbody>
</table>

e. BILLING ADDRESS (If different from item d):

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Web Site:</td>
<td>Web Site:</td>
</tr>
</tbody>
</table>
Section 2 - Event Information

- INSURANCE Certificate shall cover all dates including move in, set up, event & move out (move in may not commence unless covered by insurance).
- FAIRGROUNDS HOURS OF OPERATION - Event activities may not commence until after 6:30 a.m. and must be completed by 10:00 p.m. unless outlined differently in License Agreement.
- EVENT CHANGES - Notify Fairgrounds of any changes to below information five (5) weeks prior to event.
- ADDITIONAL FEES - Set up and dismantle days charged as per contract.
- RIGHT OF REFUSAL - As representatives of Snohomish County, Fairgrounds Management has the right to not approve any aspect or activity of the event that are contrary to Governmental or County regulations, requirements or policies and vision.

A. DESCRIPTION OF EVENT AND ACTIVITIES:

1. Event Name:

2. Type of Event and List of all Activities:

3. Anticipated Attendance:  
   Participants: ____________  
   Public: ____________

B - EVENT DATE(S)

1. Set up/move in days may be charged at half daily rental rate.
2. FAIRGROUNDS HOURS OF OPERATION - Event activities may not commence until after 6:30 a.m. and must be completed by 10:00 p.m. unless outlined differently in License Agreement.

1. Promoter Set Up Dates:  
   Time bldg to be open: ____________  
   Time bldg to be closed: ____________

2. Vendor Move In Dates:  
   ____________  
   ____________

3. Event Date(s):  
   Public Hours: ____________  
   Times Bldg to be unlocked: ____________

4. Move Out Date & Time: ____________

C. PUBLIC INFORMATION:

1. Where applicable, event information may be sent as a PSI to local newspapers and published in Fairgrounds event information flyers and Internet site.
2. PUBLIC EVENTS - an event flyer or information sheet is required for our files and ensure accurate information is available to the public.
3. READERBOARD ADVERTISING - PUBLIC EVENTS - Currently there is no charge for listing event on at least one (1) of the highway reader boards. Indicate below how you would like event to be advertised - PLEASE NOTE, space is limited and Fairgrounds reserves the right to modify any and all event verbiage on reader boards.

a. Reader board Verbiage: Please indicate if you would like event advertised on electronic reader board:  
   □ Yes  
   □ No

b. PUBLIC ADMITTED?:  
   □ Yes  
   □ No

c. Public Information Telephone Number:  
   (_____) ______________________

d. Information Website: ______________________

e. If Paid Admission - Dates and Locations tickets will be available:  

 IF PUBLIC IS ADMITTED, PRICES:
   ___ No Charge
   $____ Adults (ages ____ to ____)
   $____ Senior Citizens (____ & over)
   $____ Children (ages ____ to ____)
   _____ and Under are Free
   Other: ______________________

Section 3 - Equipment and Services
Notify Fairgrounds of any changes to below information four (4) weeks prior to event.

a. EQUIPMENT NEEDS (indicate numbers needed):
   # Folding Tables ($10/ea)     # Folding Chairs ($2/ea)     # PA System
   # Picnic Tables ($5/ea)      # Benches w/backs ($5/ea)     # Microphones
   # Benches w/o backs ($5/ea)  # Portable Platforms (8' x 12')

   Other: ____________________________

b. SET UP SERVICES - note date and time needed - fee based on labor, equipment/operator man-hours.
   -List any special set up needs and location (example – bulkheads removed, distribution of equipment to other facilities, etc.)
   1. ____________________________
   2. ____________________________
   3. ____________________________
   4. ____________________________

c. OTHER SERVICES NEEDED DURING EVENT
   -Describe and note dates and times needed – additional charges may apply.
   1. ____________________________
   2. ____________________________
   3. ____________________________

Section 4 - Parking

1. PAID PARKING – Fairgrounds reserves the right to charge public parking during any event or charge event promoter a lot fee.
2. FREE PARKING – Events where parking is not charged, Licensee is required to provide adequate number of attendants to ensure public parking meets Fairgrounds standards and disabled parking areas are available as per ADA requirements, or Fairgrounds reserves the right to hire, at Licensee’s expense, parking personnel to meet the needs of the event.
3. Refer to attached map for parking areas.

ANTICIPATED PARKING NEEDS:  
   a. Estimated participants: ____________________________
   b. Estimated public attendance: ____________________________

   RV PARKING
   Check One
   □ Show handling RV parking and fee collection*, OR
   □ Prefer Fairgrounds handle RV parking and fee collection.

   Charges:
   $25 per space per day for electrical hookup.
   $20 per space per day for non-hookups (no electrical)

   (*)Report and fees to be paid to Fairgrounds Upon conclusion of event

   Tent Camping is not allowed on the Fairgrounds due to security reasons, except by written authority of Fairgrounds Management.

Section 5 - References (required for new events)

List References (Name, address, phone number)
   1. ____________________________
   2. ____________________________

Name, Location, Phone Number and Contact of previous halls, arenas, etc., which have been leased by Applicant:
   1. ____________________________
   2. ____________________________
   3. ____________________________

Acknowledgement and Signature:
Licensee agrees to abide by the rules and regulations stipulated in the actual License Agreement and referenced attachments should this application be approved. By signature on this application, Licensee hereby authorizes the Evergreen State Fairgrounds to secure information concerning any of the above facts including contacting the references to furnish information requested. Licensee also acknowledges that it is the Licensee’s responsibility to enforce throughout the duration of their scheduled event, all Snohomish County Evergreen State Fairgrounds written or verbal rules, regulations and requirements.

Please see Master Agreement

Signature of Applicant: ____________________________
Date: ____________________________

N/A
### Section 6 – Food, Beverage & Catering

Licensee may contract their own catering or other food concessions services (including potlucks, coffee services, etc.) as outlined below:

- **a)** Licensee shall be responsible for ensuring that any food services (caterers, food trucks, concessionaires, vendors) obtain appropriate food service permits from the Snohomish Health District.
- **b)** All food services shall fall under Licensee’s general liability insurance.
- **c)** Fairgrounds is NOT responsible for providing accommodations, utilities or equipment to any outside food service that Licensee brings in, although limited electrical, water and septic services may be within Licensee’s rented area.
- **d)** Food vendors, caterers, etc., are responsible for providing own equipment (including sinks, refrigeration, electrical plugs, water hoses, etc.) to meet their service needs as required by the Snohomish Health District and Snohomish County Fire Marshal’s Office.
- **e)** Licensee is responsible for monitoring and ensuring that food vendor/caterer does not drain gray water, grease, etc., on the grounds or in storm water drains.
- **f)** Licensee is responsible for cleanup of all areas used for food services including spills, trash, litter, etc., or additional cleanup fees may result.
- **g)** Licensee shall be subject to any County recycling guidelines and requirements.

$200 Fees may be assessed for utilities and garbage disposal resulting from food services.

### Section 7 - Miscellaneous

#### a. INSURANCE REQUIREMENTS – Also refer to Facility-Use Information Sheet

1. **LIABILITY INSURANCE** with limits of no less than $1,000,000 Combined Single Limit, including bodily injury, personal injury and property damage.
2. **CERTIFICATE HOLDER** – Snohomish County is to be listed as certificate holder.
3. **ADDITIONAL INSURED ENDORSEMENT** – Snohomish County, its officers, elected officials, agents and employees are to be listed as Additional Insured.
4. Insurance must be into Fairgrounds Office no later than 30 days prior to event or date specified on contract.
5. Alcohol – If permission is granted, additional $1,000,000 liquor liability coverage must be provided.

**DON’T HAVE GENERAL LIABILITY INSURANCE?**

Obtain quote through the TULIP Insurance system: [www.onebeaconentertainment.com](http://www.onebeaconentertainment.com)
when prompted, insert under ‘venue’ # 0495-001

#### b. OTHER – Refer to Facility Use Information Sheet

1. **REFUNDS** – If Licensee:
   - a) cancels event 90 days before event dates, a $200 nonrefundable fee will be retained by Fairgrounds.
   - b) If event is cancelled 60 days before event, a $500 nonrefundable fee will be retained by Fairgrounds.
   - c) If event is cancelled 30 days before event, no money will be refunded to Licensee.
2. **SECURITY** – Licensee is responsible for providing own security; Fairgrounds does not recommend any agency.
3. **SMOKING** - Smoking is not permitted in or within 25' of any Fairgrounds building, arenas or barns.
4. **DOGS / PETS** – Are not allowed in the Equestrian Park or any building, barn, arena, speedway, etc., unless contracted as an integral part of an event. Exceptions, assistance dogs or police dogs in the performance of their duty. Lease Laws apply to the Fairgrounds. Owners are to clean up after their animals.
5. **BICYCLES, SKATEBOARDS, ROLLERBLADES, SCOOTERS, SMALL MOTORIZED VEHICLES, ETC.** – Unless noted within the License Agreement and covered under Licensee's insurance policy, these types of items are not allowed on the Fairgrounds.
6. **ALCOHOL** – Alcoholic beverages are not allowed on the Fairgrounds, unless prior written approval is granted by Fairgrounds Manager as outlined by the Snohomish County Prosecuting Attorney’s Office.
7. **RENTAL RATES** – Are subject to any changes which may be enacted and approved by County Administration. Unit cost(s) on billing based on rate schedules in effect at time of event.
8. **INSPECTIONS** – County, State, Governmental, Health, or Fairground’s Inspectors shall be admitted into event at no charge.
9. **FACILITY USE INFORMATION SHEET** – By this reference, the Facility Use Information Sheet containing facility use information and requirements is an integral part of the Agreement.
APPENDIX B

Form of Addendum

Pursuant to that MASTER LICENSE AGREEMENT FOR USE OF EVERGREEN STATE FAIRGROUNDS FOR 4H PROGRAMMING dated _____ of __________, 2016, (the “Master Agreement”) the parties enter into this Addendum No. ____ to the Master Agreement for the following Event:

<table>
<thead>
<tr>
<th>Event Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Code</td>
<td></td>
</tr>
<tr>
<td>Event Description</td>
<td></td>
</tr>
</tbody>
</table>

Pursuant to Section 2.1 of the Master Agreement, the Licensee has attached hereto a full and detailed plan of any temporary structures, staging, booths, or other equipment it anticipates using during the Event.

☐ Yes  ☐ No

The Event is scheduled as follows, including dates and times:

<table>
<thead>
<tr>
<th>Set Up</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Event</td>
<td></td>
</tr>
<tr>
<td>Close Out</td>
<td></td>
</tr>
</tbody>
</table>

The Event is scheduled to take place in following facility/facilities of the Evergreen State Fairgrounds (check all appropriate):

☐ Indoor Arena (Bldg 100)  ☐ Covered Outdoor Arena (Bldg 101)
☐ Barn 102  ☐ Barn 103
☐ Barn 105  ☐ Barn 106
☐ Northwest Uncovered Outdoor Arena (Bldg 110)  ☐ Center Uncovered Outdoor Arena (Bldg 111)
☐ Northeast Uncovered Outdoor Arena (Bldg 109) ☐ Northeast Warm Up/Practice Ring (Bldg 112)
☐ Commercial Building (Bldg 400) ☐ VIP Cabin (Bldg 403)
☐ Longhouse (Bldg 404) ☐ Display Hall (Bldg 500)
☐ 4-H Building (Bldg 501) ☐ Pavilion (Bldg 600)
☐ Gary Weikel Event Center (Bldg 604) ☐ Sheep Barn (Bldg 607)
☐ Pygmy Goat Barn (Bldg 608) ☐ Evergreen Equestrian Park
☐ Outdoor uncovered lunging areas ☐ Cattle pens
☐ West Parking Lot ☐ Outdoor Grounds
☐ Other: ______________________

The County shall provide the following equipment in the indicated quantities to the Event (check all appropriate):

☐ Picnic tables ______  ☐ Folding tables ______
☐ Folding chairs ______  ☐ Portable platforms ______
☐ Benches with backs ______  ☐ Benches without backs ______
☐ Public announcement system  ☐ Microphones ______
☐ Portable walls ______  ☐ Reader board advertising
☐ Shavings  ☐ Other: ______________________

The County shall provide the following utilities to the Event (check all appropriate):

☐ Electricity  ☐ Gas
☐ Telephone  ☐ Internet
☐ Water  ☐ Other: ______________________

The Licensee designates the following individual as the contact person and 4H leader (the "4H Leader") for this Event:

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
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The 4H Leader has reviewed this Addendum and the Master Agreement and agrees to abide by the conditions and requirements contained therein.

______________________________
Name:__________________________
4H Leader

Pursuant to Section 3 of the Master Agreement, the Licensee shall pay the following fees associated with this Event (check all appropriate):

**License Fee**
- □ A License Fee in the amount of $________ per day for a total License Fee of $________.
- □ In consideration of the County’s obligations under Section VI.B.3. of the Interlocal Agreement Between Washington State University, through Washington State University Extension, and Snohomish County, through Snohomish County Department of Human Services effective January 1, 2012, no separate License Fee is due.

**Damage Deposit**
- A damage deposit in the amount of $________.

**Food Service Fee**
- A food service fee in the amount of $________.

**Equipment Fee**
- □ A table Equipment Fee in the amount of $________ per table for a total table Equipment Fee of $________.
- □ A chair Equipment Fee in the amount of $________ per chair for a total table Equipment Fee of $________.
- □ A bleacher Equipment Fee in the amount of $________ per bleacher for a total table Equipment Fee of $________.
- □ A portable wall Equipment Fee in the amount of $________ per portable wall for a total table Equipment Fee of $________.
- □ A public announcement system Equipment Fee in the amount of $________.

**Utilities**
- □ Reimbursement for electricity shall be calculated as follows: ________________________________

APPENDIX B
☐ Reimbursement for gas shall be calculated as follows: ________________________________

☐ Reimbursement for phone shall be calculated as follows:

☐ Reimbursement for internet shall be calculated as follows: ________________________________

☐ Reimbursement for water shall be calculated as follows: ________________________________

Other Fees

The parties hereby agree to the terms and conditions of this Addendum No. ___ to the Master Agreement. The parties further acknowledge and agree to the terms and conditions of the Master Agreement and any additional terms and conditions contained in the Licensee’s Application for this Addendum No. ___. Should any conflicts exist between the Master Agreement, this Addendum No. ___, and the Licensee’s Application for this Addendum No. ___, the Master Agreement shall prevail.

DATED this ___ day of __________________, 20 ___.

COUNTY: Snohomish County, a political subdivision of the State of Washington

LICENSEE: Washington State University, an agency of the State of Washington

By ________________________________  By ________________________________
   Tom Teigen                                  Jana Ferris
   Director, Department of Parks and Recreation

APENDIX B 4 of 4
APPENDIX C

NPDES COMPLIANCE PROCEDURES FOR
ALL PARTIES UNDER CONTRACTUAL AGREEMENTS WITH SNOHOMISH COUNTY PARKS & RECREATION

1.0 PURPOSE: This Procedure outlines responsibilities of all parties under any contractual agreement, as defined in Section 3.0, with Snohomish County Parks & Recreation Department in regards to the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit held by Snohomish County.

2.0 AUTHORITY: A Phase I Municipal Stormwater Permit, was issued to Snohomish County by Washington State Department of Ecology on January 17, 2007 as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.

3.0 APPLICABILITY: This Procedure applies to all parties (PART/Y/YES) under contractual agreement with Snohomish County Department of Parks & Recreation (PARKS). Contractual agreements covered by this procedure include, but are not limited to, construction contracts, lease agreements, facility license agreements, right-of-entry permits, special use permits, and interlocal and interdepartmental agreements.

4.0 COMPLIANCE WITH OTHER LAWS: Compliance with this procedure does not constitute waivers of the requirements of any other law or regulations; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.

5.0 ACRONYMS:
BMP Best Management Practice
CESCL Certified Erosion and Sediment Control Lead Ecology or DOE Washington State Department of Ecology
IVM Integrated Vegetation Management
NPDES National Pollutant Discharge Elimination System
SCC Snohomish County Code
SWM Surface Water Management
SWPPP Stormwater Pollution Prevention Plan

6.0 DEFINITIONS:
6.1 "Contaminant" means a solid, liquid, or gaseous substance that, if discharged to a drainage facility, natural drainage system, receiving waters or groundwater, will alter the physical, chemical, or biological properties thereof to the extent that the discharge will render the facility, system, or water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life. Contaminants may include, but are not limited to the following: Trash or debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil; antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive materials; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners; pesticides, herbicides, or fertilizers; steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animals wastes; sewage; animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials; collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater general by commercial or industrial activities.

6.2 "Discharge" means to throw, drain, release, dump, spill, empty, emit, or pour any matter into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to be thrown, drained released, dumped, spilled, emptied, emitted or poured into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to flow, run, or seep from land into receiving waters, groundwater, a natural drainage system, or a drainage facility.

6.3 "Drainage Facility" means any part of a man-made physical system designed or constructed to collect, treat, convey, store, or control the flow of stormwater. Drainage facilities include, but are not limited to, storm water conveyance and containment facilities, including pipelines, constructed channels and ditches, infiltration facilities,
retention and detention facilities, stormwater treatment facilities, erosion and sedimentation control facilities, and all other drainage structures and appurtenances.

6.5 "Prohibited Discharges" means the following discharges to any drainage facility, natural drainage system, receiving water, or groundwater within Snohomish County except as allowed in SCC 7.53.090 or conditionally allowed in SCC 7.53.095: (1) Any discharge not completely composed of stormwater; (2) Any discharge that causes or contributes to a violation of State Water Quality Standards or State Sedimentation Management Standards; (3) Any discharge that causes or contributes to a violation of any NPDES permit or State Waste Discharge permit issued to the County; (4) Any discharge that causes the County to be in violation of the State Underground Injection Control Program (Chapter 173-218 WAC); and (5) Any discharge that contains contaminants.

6.6 "Source control best management practices" or "source control BMPs" means structures, equipment, supplies, or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation or areas or careful management of activities that are sources of pollutants.

6.7 "Waters of the state" include those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses including storm drainage systems and ditches within the jurisdiction of the State of Washington.

7.0 COUNTY ACCESS: County personnel shall have reasonable access to all Park property to conduct annual inspection and maintenance activities, perform audits of user activities, and respond as necessary to all spills or other emergencies.

8.1 SOURCE CONTROL: SCC Chapter 7.53 requires any person storing or using materials that may contain contaminants in a manner that could result in prohibited discharges to streams, lakes, groundwater or the County's storm sewer to implement source control BMPs. Source control BMPs include, but are not limited to those described in Volume IV of the County Stormwater Management Manual. The PARTY shall be responsible for utilizing all known, available, and reasonable methods of prevention, control and treatment (AKART) to prevent pollution from entering waters of the State, and for providing the proper training to all individuals engaged in such activities. The PARTY shall conduct all activities in a safe, responsible manner and in accordance with all governing regulations or laws. Activities that have the potential for being pollution generating and are subject to this requirement include, but are not limited to the following:

- Application of Fertilizers and Pesticides
- Building Exterior Cleaning and Maintenance
- Chemical Handling
- Cleaning of Animal Handling Areas
- Dust Control
- Fueling of Equipment and Vehicles
- Land Disturbance Activities (soil erosion)
- Landscape Maintenance and Vegetation Disposal
- Maintenance of equipment and vehicles
- Paving operations
- Trash management
- Vehicle Washing

9.0 SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: PARTIES that engage in activities that pose a risk of polluting waters of the State must have a spill response plan that addresses prevention, spill control, containment, cleanup, and response. A copy must be made available to PARKS at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to PARKS by contacting the Parks NPDES Compliance Officer at (425) 508-6614 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

10.0 REVISIONS TO PROCEDURE: This procedure shall be revised and updated as needed to adhere to Snohomish County Phase I Municipal Stormwater Permit revisions, or procedure modifications required by PARKS. All revisions shall be numbered and dated and provided to PARTIES.