

**Fairgrounds Licensing Agreement
Terms and Regulations
for 4-H**

Facilities will be rented based on the availability of dates, type of show, number of show days, and past performance of the Licensee. The County reserves the right to deny and/or cancel applications for rental of its facilities when, in the opinion of the County, such events may conflict with similar events previously scheduled or are not in the best interests of the County or the general public. In addition, the County reserves the right to base rental decisions on the best utilization of the facilities and greatest public interest. The County may refuse an event booking when, in its sole opinion, the event may cause undue or unusual damage to the facilities, or cause or have the potential to cause cancellation of other events due to excessive cleaning or repair time. The facility is capable of accommodating multiple groups depending on the type of events that are scheduled. It is important that each group cooperate and follow all rules and regulations as outlined in each agreement.

A. Facility Term and Consideration

1. Rental of the facility will include general floor space of the buildings & other additional areas as indicated in the agreement. Facility will include stocked restrooms, lined garbage cans, tables/chairs upon request and utilities for normal electricity and lights. Basic rental fees do not include storage facilities, nor County labor, materials and equipment unless stipulated in the agreement.
2. A pre-event meeting will need to take place no less than 3 weeks prior to the event to discuss details, and any additional rules and/or requirements.

A pre event evaluation of the facilities and grounds rented by Licensee will be performed by a Public Works staff member and the Licensee. The evaluation will need to take place within 24 hours prior to the scheduled event.

A post event evaluation will also need to take place no more and 24 hours following event to establish the grounds have been left in the same condition as received. If the Licensee is not available for the evaluation it will then be completed by the County. That evaluation will be final.

3. Set-up and teardown shall include the use of the facilities for moving in and out equipment, preparation for the event and clean up of the facility after the event. Time required for set-up and teardown must be included in the rental period; facilities will not be available prior to the start time indicated in the Licensing Agreement.
4. 4-H events are provided at no cost. If a paying event request's the same date as 4-H, the paying event takes precedence. Public Works will notify 4-H of a paying event request. 4-H then has 3 working days to notify Public Works they will pay for the event, per the Counties current adopted fee schedule. This is for the use of the facilities, including but not limited to, charges for additional services and supplies if requested by 4-H.
5. Payment of the final bill will be due within 30 days of invoice date. All money paid prior to event will be deducted from the final invoice.
6. If a check is returned for any reason, the Licensee will be required to make all future payments in cash or by cashiers check. A \$25 fee will be charged on all returned checks.
7. The Licensee agrees to pay for any extraordinary electricity usage.
8. The written agreement is final and cannot be interpreted using verbal testimony or other preexisting writings and may only be amended by a written instrument signed by all parties. If the Licensee would like to make any alterations to the signed agreement, all requests must be made in writing to the Public Works Department at least four weeks prior to the need of the requested changes, to allow sufficient time for approval.

B. Concessions/Vendors

1. All concessions/vendors must be approved by the County prior to the event. A layout of the placement and type of vendors must be supplied to the County prior to the event. The Licensee is responsible for the concessions/vendors being made aware of all rules and regulations as described in the agreement.

2. A permit may be required for a food facility serving to the public. It is the responsibility of the Licensee to verify that all of the health and licensing requirements for the City of Goldendale and Klickitat County are met by each vendor. A copy of the license must be provided to Klickitat County no later than one week prior to the event.
3. All renters intending to serve liquor at their event shall meet State legal requirements as established by the Washington State Liquor Control Board and secure a License to serve liquor. A copy of the license must be provided to Klickitat County no later than one week prior to the event. A designated area will then be established for the consumption of alcohol for ages 21 and over only.

C. Extent of Use and Occupancy

1. The premises and facilities may be occupied and used by the Licensee solely for the dates, times and activities as outlined in the agreement only.
2. The Agreement is made between the County and the Licensee. It may not be sublet, assigned or transferred to any other party, person, firm or entity without mutual written consent and acceptance. It may be determined by the County that a separate Licensing Agreement is needed for a concessionaire/vendor.
3. Licensee shall have access to the Fairgrounds facilities covered by the Agreement during the time period allotted in the agreement. Permission for access to and occupancy of the facilities licensed shall extend to the Licensee's business invitees, guests, employees and agents.
4. Licensee shall provide adequate policing for those persons expected to be in attendance at the event.
5. Licensee shall comply with all Federal, State and local fire and life safety laws.
6. Licensee shall be responsible for any Federal, State or local taxes due on revenue generated by the licensed event.
7. Licensee agrees to be responsible for the care and condition of the facilities and property covered by the Agreement while used by the Licensee and to return it to the County in as clean and good condition as when received.
8. Facilities must be vacated by 10:00 am the morning following the event unless prior arrangements for a clean-up day have been made.

D. General Facility Rules

1. If damage occurs during the event and immediate attention is needed, Licensee must call Dispatch at 509-773-4545 and have the on-call worker paged. Licensee shall not repair or replace damaged or missing items located on the Klickitat County Fairgrounds. Klickitat County will not reimburse for any unauthorized work done by Licensee. Additionally, Licensee may be charged for correction of unauthorized work.
2. The Licensee is not permitted to conduct or permit any illegal activities on the premises and agrees to obtain all necessary licenses and permits from the Federal, State and local governments.
3. The County and its officers and agents shall have access at all times and may control any criminal, nuisance or unsafe activities; actual or potential damage to County property, property of others, sanitary or health conditions.
4. The County has established rules for the use and occupancy of the Fairgrounds and facility covered by the Agreement. The attached rules and regulations are intended as a base and do not include specific regulations that may be needed for individual events. The Licensee agrees for itself, agents, employees, guests and business invitees to abide by such rules promptly upon notice. – See Fairground Rules

E. Liability and Insurance

1. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under the agreement, the parties hereto agree that any such action shall be initiated in the State of Washington, situated in Klickitat County. The parties hereto agree that all questions shall be resolved by application of Washington law.

2. Licensee agrees to hold harmless the County, its officials, employees, volunteers and agents, jointly, severally, individually and privately, from all liability arising under the Agreement, including the cost of defending all claims or demands of any kind resulting in any way from Licensee's actions or from occurrences resulting from the Agreement.
3. The County, and their Agents, shall not be liable for any loss or damage, either to person or property sustained by the Licensee or other, caused by any defects now in said leased premises or situated in any part of the appurtenance thereof, becoming out of repair or caused by fire, theft, water damage or vandalism or from any act of neglect of occupants and employees of said building or premises or any other persons. The Fairground address is:
903 Fairgrounds Rd, Goldendale WA 98620.
4. The Licensee agrees to insure OR self-insure its operations and the event with a broad-form liability policy in the amount of \$1,000,000 per occurrence and aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. Additional amount may be required depending on the event. The policy shall name the County as Additional Insured with respect to the Agreement. Licensee shall provide County evidence of insurance two weeks prior to the opening of the event.
5. Licensee must be 18 years of age or older to rent any part of the Klickitat County Fairgrounds.

F. Camping / Horse stalls

1. Use of the Stalls or Camping areas will be included on the final invoice. Licensee is responsible for keeping count of spaces used and for how many nights.
2. Horse events and use of Horse Stalls and/or designated Camping Areas are subject to additional rules – See Fairground Rules.

G. Waste Management

1. Every building, tent, or enclosure and every exhibitor booth and grounds shall be maintained in a neat and orderly manner, free from any condition which would contribute to the rapid spread of fire. All combustible material and rubbish within the Buildings(s) shall be stored in approved containers. All waste shall be emptied at the close of each day into approved containers outside.
2. The Licensee is responsible for the collection and disposal of all refuse during the event. It may be responsibility of the Licensee to contact Allied Waste to arrange delivery and pick up of a dumpster or roll off box for such collection. If the Licensee fails to maintain control of the garbage situation additional fees may be charged to the Licensee for trash cleanup by the County.

H. General Policies

1. Non-Discrimination - No organization or person will be discriminated against based on religious beliefs or affiliation, medical condition, physical or mental disability, sex, sexual orientation, race or marital status. Any person or organization entering into a rental agreement with the County is required to comply with this non-discrimination policy. Any person or organization entering into a rental agreement with the County will hold harmless the County, its officials, employees, volunteers and agents, jointly, severally, individually and privately, for any failure to comply with this non-discrimination policy.
2. Americans with Disabilities Act - It is the policy of the County to provide reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.
3. Operation of motorcycles, ATV's, motorized scooters, snowmobiles or off-road vehicles of similar class are strictly prohibited by the Licensee, their agents, employees or guests unless otherwise arranged with Klickitat County Public Works.
4. All pets or domestic animals must be kept under physical control, on a leash or otherwise physically restrained. Pets and domestic animals may not be allowed to dig or otherwise disturb or damage the natural or cultural features of the Fairgrounds. No person shall allow his/her pet or domestic animal to bite or in any way molest or annoy other visitors. No person shall permit his/her pet or domestic animal to bark or otherwise disturb the peace and tranquility of the Fairgrounds. All sanitary needs for permitted animals will be the sole responsibility of the

pet owner. No pet or domestic animal shall be left unattended in any area. Horses have specific rules that must be met as outlined in the Horse Rules & Regulations.

- 5. Discharge of firearms and other weapons is prohibited.
- 6. Fireworks are prohibited.
- 7. Parking – In all cases, parking lots and roadways will be under the exclusive direction of the County. Parking is restricted to designated areas only. Vehicles may not be parked in or around the buildings and grass areas. Fire lanes shall be maintained at all times. Load in and load out is under the direction of the County and the attendant. Vehicles may not block any entry/exit at any time. Parking of RV's is restricted to assigned areas. The County is not responsible for any theft or damage incurred to vehicles parked on the Fairgrounds. There is a 5 mph speed limit inside fenced areas
- 8. No fires of any kind. Gas BBQ's accepted with prior approval by Klickitat County Public Works.
- 9. No smoking in or within 25 feet of any building or structure.
- 10. The Agreement terminates immediately and automatically upon noncompliance with any Agreement provision.

IN WITNESS WHEREOF, the parties here to have signed this agreement this 14th day of August, 2018

WASHINGTON STATE UNIVERSITY

Casey St. Clair

Casey St. Clair
Contracts Assistant Manager
WSU Office of Finance and Administration
Date: 20180718

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Rex F. Johnston

Rex F. Johnston, Chairman

David M. Sauter

David M. Sauter, Commissioner

Jim Sizemore
Jim Sizemore, Commissioner

ATTEST:

Clerk of the Board

Dee Sells

In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

Rebecca Sells 6-20-18
Date

David R. Quesnel
Klickitat County Prosecuting Attorney

APPROVED AS TO FORM:

WSU Contracts Manager Date