BENTON COUNTY FAIRGROUNDS
1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 222-3751

MASTER AGREEMENT

TODAY'S DATE:

MASTER AGREEMENT NUMBER: WSU Contract 26451

WSU CONTRACT 26451 EFFECTIVE DATES: (enter signed date to December 31, 2022) March 21, 2019 – December 31, 2022

USER: Washington State University (User) by and through Extension 4-H

MAILING ADDRESS: PO Box 641045 Pullman, WA 99164-1045

CONTACT: Lauren Romney

WORK PHONE: 509-545-3511 EMAIL: lauren.romney@wsu.edu

03-19-2019; Rev. 0
THIS FACILITY USE AGREEMENT (AGREEMENT) is entered into effective upon the
signature of both parties (the “Effective Date”), between WASHINGTON STATE
UNIVERSITY (USER), an institution of higher education and agency of the state of
Washington, with a mailing address of PO Box 641045 Pullman, WA 99164-1045 and
BENTON COUNTY (COUNTY), a political subdivision of the State of Washington and
operator of the Benton County Fairgrounds with its principal offices at 620 Market Street,
Prosser, WA 99350.

1. EVENT
   a. 4-H Events in buildings and/or arenas and on dates/times as mutually agreed upon by
      County and User in each instance as indicated in the Local Event Holder Questionnaire
      submitted see Attachment A, hereafter referred to as the EVENT.

   B. USER SHALL NOT KNOWINGLY PERMIT DOGS THAT HAVE BEEN
      DESIGNATED BY ANY STATE, COUNTY, OR LOCAL GOVERNMENTAL
      AGENCY AS “DANGEROUS DOGS,” OR ITS SUBSTANTIAL EQUIVALENT,
      PURSUANT TO ANY STATE, COUNTY, OR LOCAL LAW OR ORDINANCE
      TO BE ON COUNTY’S PREMISES AT ANY TIME. IF ANY DOGS ARE
      DESIGNATED AS “POTENTIALLY DANGEROUS DOGS,” OR ITS
      SUBSTANTIAL EQUIVALENT, BY ANY STATE, COUNTY, OR LOCAL
      GOVERNMENTAL ENTITY, THEN USER SHALL REQUIRE THAT THE
      OWNER OF SUCH DOG PROVIDE PROOF OF COMPLIANCE WITH ANY
      REQUIREMENTS THEREOF PRIOR TO PERMITTING SUCH DOGS ON THE
      COUNTY’S PREMISES. USER SHALL ADVISE ITS PARTICIPANTS TO
      CONDUCT REASONABLE SCREENING TO DETERMINE WHETHER ANY
      DOGS ARE DESIGNATED AS “DANGEROUS” OR “POTENTIALLY
      DANGEROUS” WHILE IN ATTENDANCE ON COUNTY PREMISES.

2. FACILITIES USED FOR THE EVENT
   a. USER agrees to use the buildings, grounds, equipment, and services specified in the
      attached Exhibit A, entitled “FEES AND DESCRIPTION OF BUILDINGS, GROUNDS,
      EQUIPMENT, AND SERVICES APPLICABLE TO USER’S LICENSE TO USE THE
      FACILITIES”, to hold the EVENT as agreed upon herein and in Exhibit A on each
      occurrence of use. USER WARRANTS THAT THE FACILITIES WILL BE USED
      ONLY FOR LAWFUL PURPOSES NECESSARY AND IN SUPPORT OF THE
      EVENT.

   b. USER’s license to hold the EVENT includes non-exclusive use of the Benton County
      Fairgrounds’ main parking lot. USER must cooperate with other authorized users of the
      Benton County Fairgrounds, if any, to mutually use the main parking lot without
      disruption to each other. For the safety of all users, and in compliance with local and state
      codes and ordinances, no parking is allowed in fire lanes or where otherwise posted “No
      Parking”. All vehicles must be removed from loading areas and parked in the main
      parking lot before the EVENT begins. All parking during the EVENT is limited to the
      main parking lot only. Vehicles found in violation of the above policies may be towed
      away at the owner’s expense.
3. **PAYMENTS**

In consideration for the license to hold the EVENT, USER agrees to pay COUNTY no later than thirty (30) days after receipt of an invoice, for each mutually agreed upon event, the total facility use fee as agreed upon in Exhibit A for use of the Facilities. If the fee is not paid by this date, this Agreement may be terminated by COUNTY. Upon such termination, USER shall be obligated to pay a cancellation fee as specified in Section 5 of this Agreement.

4. **CAMPING OVERNIGHT**

   a. COUNTY does not make any warranties as to the suitability of the campgrounds for USER’s purposes or the compatibility of campground infrastructure with any equipment anticipated to be used by USER or participants in USER’s EVENT. USER is responsible for ensuring that the campgrounds, as they exist, are suitable for USER’s purposes and that campground infrastructure meets the needs of USER and/or any participants in USER’s EVENT. USER may request a walk-through of the campground facilities and COUNTY shall take all reasonable steps to accommodate such a request. Walk-throughs are provided only by appointment during regular business hours.

   b. Camping on the Benton County Fairgrounds property is not permitted unless requested by USER in advance and approved by COUNTY at the time of booking the EVENT. Fees, terms, and conditions applicable to camping will be furnished upon request of USER and attached to the Facility Use Agreement when applicable.

   c. A $10.00 fee per day per tent/camper applies to units hooked up to water and electricity. USER is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT.

5. **CANCELLATION OF EVENT**

   a. The parties recognize that cancellations made less than thirty (30) days prior to an EVENT date will potentially cause the COUNTY to lose facility use or rental revenue. The parties further recognize that, for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages, which shall become due and owing if USER cancels the EVENT less than thirty (30) days prior to an EVENT:

   1. If cancellation is made less than thirty (30) days prior to an EVENT, then USER shall pay twenty-five percent (25%) of the total facility use fee specified in Exhibit A as liquidated damages to COUNTY.

   2. If cancellation is made less than fifteen (15) days prior to an EVENT, then USER shall pay fifty percent (50%) of the total facility use fee specified in Exhibit A as liquidated damages to COUNTY.
3. If USER receives written notice of amendment from COUNTY less than thirty (30) days prior to the EVENT and this amendment gives cause for cancellation, then no penalty shall be assessed; COUNTY shall refund any rents or deposits already paid by USER; and COUNTY shall endeavor in good faith to reschedule the EVENT to a date and time mutually agreeable to all Parties, and subject to the terms herein.

b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the COUNTY, and if any further amount is still due after such deduction, the COUNTY may recover such amount due in the same manner as if it were seeking to recover any other sum due under this Agreement and may utilize any lawful means to do so.

6. CONCESSIONAIRES
USER agrees that, if food or beverage concessions are made available at the EVENT by any vendor or entity, it shall endeavor to ensure that each vendor or entity providing food and/or beverage concessions will comply with the insurance requirements of Section 9 of this Agreement. Upon request, USER shall provide verification to COUNTY that each vendor or entity is in compliance with said insurance requirements. In addition, USER agrees that all other provisions of this Agreement extend to the serving of food or beverage by any vendor or entity at the EVENT including, but not limited to, the indemnification obligations of USER in Section 15.

7. NOVELTIES/SOUVENIRS
USER represents that novelties, souvenirs, or similar merchandise may be sold at the EVENT.

8. INSURANCE
a. USER agrees to purchase, and maintain in force throughout the duration of this Agreement, general liability insurance or self-insurance with a limit in the sum of not less than one million dollars ($1,000,000) per occurrence for bodily injury to or the death of any one person and damage to property, and two million dollars ($2,000,000) in the aggregate for bodily injury to or the death of any number of persons and damage to property. Washington State University, its officers, agents, employees and registered volunteers who are acting in good faith and within the scope of their official duties are covered by the State of Washington’s Self-Insurance Liability Program (SILP). USER shall provide a certificate naming Benton County Fairgrounds, Benton County, and its officers, directors, elected officials, agents, and employees as additional insureds. USER shall provide COUNTY thirty (30) days prior written notice of the cancellation of the policy. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE, AS REQUIRED BY THIS SECTION, SHALL BE DELIVERED TO THE COUNTY NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT. PROOF OF SELF INSURANCE OR PARTICIPATION IN A RISK POOL WITH EQUIVALENT COVERAGE AMOUNTS AS STATED ABOVE SHALL BE SUFFICIENT FOR PURPOSES OF THIS SECTION.
b. All insurance policies required by this section shall cover move-in and move-out days, as well as the EVENT days.

c. All insurance policies required by this section shall cover losses that occur during the covered period regardless of when the claim is filed (i.e., policies cannot be “claims made” policies).

d. The limits required by this section are not intended to be an indication of liability, nor are they to be considered limits on the amount of indemnification.

e. The USER shall include all sub-USERS/subcontractors as insureds under its policies to the extent they are employees, agents, or registered volunteers of USER.

f. USER SHALL PROVIDE, NO LATER THAN THIRTY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING “BENTON COUNTY FAIRGROUNDS” AS CERTIFICATE HOLDER.

10. PERMITS/LAWS

a. All necessary city and/or state permits and/or licenses must be obtained and presented to COUNTY prior to the first day of the EVENT or the first day of set-up, if applicable.

b. USER shall comply with all federal, state, and local laws, ordinances, rules, and regulations. USER acknowledges that all buildings, premises, or structures located in or upon the Facility Use Agreement premises are considered “public buildings” for purposes of Chapter 70.160 RCW, which prohibits smoking in and around public places. USER shall endeavor to ensure that the security personnel retained pursuant to Section 11 of this Agreement are specifically instructed to enforce the provisions of Chapter 70.160 RCW.

11. SECURITY

a. COUNTY does not make any warranties as to the suitability of the facilities for USER’s purposes or compatibility of the facilities with any equipment anticipated to be used by USER or any participants at USER’s EVENT. USER takes full responsibility for the safety and well-being of participants while they are participating in the EVENT, to the extent such safety and well-being is within USER’s reasonable control. USER is responsible for inspecting the building and premises to verify, to the extent practicable, that they are sufficient to provide for the safety and security of EVENT participants. COUNTY will make all reasonable attempts to honor requests for a walk-through of the premises and buildings to be used. Walk-throughs are by appointment only during regular business hours.

b. USER shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons must be persons who have authority during the EVENT to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc.), within the existing terms of this
Agreement. Within ten (10) days of any mutually agreed upon event in Exhibit A, USER shall furnish to COUNTY the names and contact information of the designated contact persons on a form provided by COUNTY see Attachment B, including the cellular telephone numbers at which the contact persons can be contacted AT ALL TIMES DURING OPERATION OF THE EVENT, and copies of their photo IDs. Depending on the size of the EVENT, USER may designate, at its discretion, additional contact persons, but shall do so in writing. If EVENT security or law enforcement officers responding to any incident at the EVENT are unable to contact any designated contact persons for a period of thirty (30) minutes or longer, then COUNTY shall have the option to terminate the EVENT and USER’s license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons, USER forfeits all right to recover any payments paid to date.

12. SERVING ALCOHOL
Alcoholic beverages shall not be served at this EVENT.

13. NOISE CONTROL
   a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 pm and 6:00 am (Kennewick Municipal Code Title 9, Health and Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.

   b. If a reasonable complaint is received alleging excessive noise which is then confirmed as described in section 13a. above, the USER will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the EVENT being continuously monitored by a Benton County Fairground’s representative at USER’s cost in the amount of $50.00 per hour. A third complaint will result in the EVENT being terminated and all parties asked to leave with USER forfeiting all facility use payments, and its license to use the facility for that specific EVENT. A complaint that results in a citation being issued or arrest being made pursuant to Kennewick Municipal Code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the EVENT being terminated and all parties required to leave with USER forfeiting all facility use payments, and its license to use the facility for that specific event.

14. TERMINATION OR AMENDMENT
   Unless otherwise specified herein, COUNTY reserves the right to terminate or amend this Agreement at any time by giving the USER thirty (30) days written notice. Notice is assumed to be received by USER on the day following the date it is addressed to USER’s address and mailed by first class, certified, postage pre-paid mail, unless that day falls on a Sunday or a Federal holiday, in which case notice will be assumed to be received on the next business day.

15. INDEMNIFICATION AND HOLD HARMLESS
   a. The parties agree to defend (in User’s case, such defense shall be provided at the sole discretion of the Office of the Attorney General for the State of Washington), indemnify,
and hold harmless each other and its elected and appointed officials, officers, employees, agents, licensees, registered volunteers and representatives from and against any and all suits, claims, actions, losses, costs, penalties, damages, and all other costs of whatever kind or nature arising out of injury, sickness, disability, or death of any and all persons (including third-parties, subcontractors, agents, licensees, or representatives, and any of their employees) or damage to or destruction of any property or business (including, without limitation, USER or COUNTY’s property or any other activity or omission that results in civil liability of any type) in any manner caused by or arising in connection with the negligent acts or omissions of the indemnifying party, in the execution of their obligations hereunder, or in the use of the premises. PROVIDED that the parties’ obligations hereunder shall not extend to injury, sickness, death, or damage caused by the negligence of the other party. In the event of litigation between the parties to enforce the rights under this section, each party shall bear its own attorneys’ fees.

17. FAIRGROUNDS CONTACT
   a. The following individuals are the Contact Representatives for the Benton County Fairgrounds:
      
      Bobbi Romine - 509-727-5703
      Trevor Davis - 509-727-5249
      Chris Pond - 509-778-3408
   
   b. The Contact Representatives for the Fairgrounds may be contacted for the following reasons:
      1. To access locked locations of the Benton County Fairgrounds for functions essential to the EVENT.
      2. In the event of malfunction of services or equipment essential to the EVENT.
   
   c. The Contact Representatives for the Fairgrounds SHALL be contacted if any of the following occurs:
      1. The police department is summoned to the scene for any criminal investigation that takes place on the premises of the Fairgrounds.
      2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds.
      3. USER is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT.
      4. There is a situation, such as a fire, explosion, or structural failure, which results in substantial damage to COUNTY’s property and/or injury to persons.

18. PUBLIC RECORDS ACT
   Both parties hereby acknowledges that each is a governmental entity and as such are
subject to the requirements of the Public Records Act, RCW 42.56 et seq.

19. POLICIES AND PROCEDURES
In signing this Facility Use Agreement, the USER signifies that the USER has been provided a copy of the Policies and Procedures governing use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Facility Use Agreement.

20. ENTIRE AGREEMENT
The parties agree that this Agreement is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

21. ASSIGNMENT, DELEGATION, AND SUB-USERS/SUBCONTRACTORS
   a. The Parties shall perform the terms of this Agreement using only its bona fide employees, agents, and registered volunteers. The obligations, duties, and use of the facilities of or by the parties under this Agreement shall not be assigned, delegated, or subleased/subcontracted to any other person or firm without the prior express written consent of the other party.

   b. The parties warrant that each has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for them, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

   - This section left blank intentionally. -
I, Heather Davison, on behalf of Washington State University have read and fully understand this Agreement. I hereby certify that I have the authority to bind Washington State University to the terms and conditions set forth herein.

COUNTY: BENTON COUNTY

BY: __________________________
    David Sparks, County Administrator

Or __________________________
    Loretta Smith Kelty, Deputy County Administrator

Date: ________________________

Approved as to form:

BY: __________________________
    Eric Andrews, Civil Deputy Prosecutor

USER: WASHINGTON STATE UNIVERSITY

BY: __________________________
    Heather Davison
    Contracts Assistant Manager
    WSU Office of Finance & Admin.

Date: 3/21/2019
EXHIBIT A
FEES AND DESCRIPTION OF BUILDINGS, GROUNDS, EQUIPMENT, AND SERVICES APPLICABLE TO USER'S LICENSE TO USE THE FACILITIES

BENTON COUNTY EVENT SPECIFIC NUMBER:

Date(s) of Event: __________________________ Start Time: __________ End Time: __________
Load-In Date: __________________________ Start Time: __________ End Time: __________
Load-Out Date: __________________________ Start Time: __________ End Time: __________

NUMBER OF DAYS:

BUILDING(S) / AREA:

TYPE OF EVENT: 4-H Event

NAME OF EVENT:

ESTIMATED ATTENDANCE:

BUILDING(S) AND/OR AREA(S) FEES

Building # _____ $ _____ X _____ Days = $ ________

Grounds Area $ _____ X _____ Days = $ ________

USER has a license to use the buildings/areas as described above. USER's license to use the facilities includes EVENT parking in the Main Parking Lot.

Move-In/Out Days $ 0.00 X 2 Days = $ 0.00

BUILDING(S)/AREA TOTAL: $ ______
EQUIPMENT:

Tables and chairs are provided based upon available inventory. Quality of tables and chairs can not be guaranteed.

EQUIPMENT RENTAL TOTAL: $0.00

REFUSE DISPOSAL FEES

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<th>Bin Size</th>
<th>Number</th>
<th>Cost</th>
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<tr>
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<td>Included</td>
<td>0.00</td>
</tr>
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</table>

REFUSE TOTAL: $0.00

OTHER FEES

Camping Fees: $10.00 per day/per camper with hookups
$6.00 per day/per camper without hookups

Camping fees must be collected by USER and paid to Benton County Fairgrounds within two (2) business days after the EVENT.

OTHER FEES TOTAL: $
NAME: Washington State University

SUMMARY OF FEE(S)

Building(s)/Area Fees $____
Other Fees $____

TOTAL FEE: $____

Event Specific Approval:
For Washington State University

Name: __________________________
Title: __________________________
Date: __________________________

For Benton County:

Name: David Sparks, County Administrator OR
      Loretta Smith Kelty, Deputy County Administrator
Date: __________________________

EVENT DATE: ______
EVENT CAMPING

FEES, TERMS, AND CONDITIONS

1. A $10.00 fee per day per tent, camper or other vehicle used for sleeping purposes applies to units hooked up to water and electricity. USER is responsible for collecting camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT.

2. Camping is allowed in designated areas only. Designated areas will be provided to USER by the facilities and maintenance personnel on move in/set up day.

3. USER shall verify camping area(s) are returned to COUNTY as received on first rental day. This not only includes cleanliness, but also the physical condition of the camping area.

4. USER shall be responsible for payment of damage to the campsite space caused as a result of the negligent acts or omissions of the USER, its officers, agents, employees, and registered volunteers acting in the scope of their official duties in the performance of this agreement.

5. CAMPER assumes all responsibility for safekeeping of any valuables stored in or around the areas and acknowledges that COUNTY does not attempt to secure the areas and shall not be responsible for theft of items, materials or goods stored therein, or damage/destruction of same.

6. Unless otherwise specified herein, camping is only authorized for USER event day(s) to include move in/move out days.

7. CAMPER agrees to defend, indemnify and hold harmless COUNTY and its elected and appointed officials, employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, CAMPER or COUNTY'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of CAMPER'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of COUNTY. In the event of litigation between the parties to enforce the rights under this paragraph, COUNTY shall be entitled to attorney's fee and all other costs incurred in establishing its rights. CAMPER'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

See Section 15.a. INDEMNIFICATION AND HOLD HARMLESS of the Master Agreement between Benton County Fairgrounds and Washington State University.
CAMPING REGULATIONS

- All camping units are to be parked and left in allocated camping space until the end of your stay. Vehicles are to be disconnected from camping unit and parked in the main fairgrounds parking lot.
- No other vehicular traffic is permitted in the campgrounds.
- No ORV’s may be ridden/operated on the Fairgrounds.
- Horses may not be ridden in the camping area.
- Livestock is not permitted in campgrounds.
- All fairgrounds property is to be left in its place and location.
- Do not run electrical cords or water hoses beyond your immediate campsite.
- We have no dump station on site. We do not allow the dumping of any kind of waste onto the ground.
- Be considerate of your camping neighbors and keep noise to a minimum, especially in the early morning and late evening hours.
- Quiet hours are 10:00 pm—7:00 am.
- No fireworks or firearms permitted on the fairgrounds.
- Barbeques, hibachis, camp stoves, or similar fire devices you bring must keep the fire/charcoal fully contained and at least 18 inches (18") above the ground. No other fires are permitted. Proper disposal is your responsibility and may not be placed in provided garbage cans and/or dumpsters.
- Do your part in keeping restrooms and camping areas clean.
- All camping units will be removed at the end of the event.
- Domestic pets are welcome, as long as they are on a leash at all times. Please clean up after them.
- Driving is permitted on roadways only.
- Unacceptable behavior will not be tolerated.
- Anyone not abiding by these rules or instructions of the fairgrounds staff will be asked to leave the fairgrounds.
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BENTON COUNTY FAIRGROUNDS
POLICIES AND PROCEDURES
FOR PERSONS AND ORGANIZATIONS RENTING
BENTON COUNTY FAIRGROUNDS FACILITIES

The following rules and regulations shall be incorporated into signed lease agreements and each rule and/or regulation shall be considered a binding provision of the lease agreement. Where possible, the provisions herein shall be read in conjunction with those in the signed lease agreement. Where provisions contradict, the provisions in the signed lease agreement shall control. However, no oral agreements, implied or express shall have any force in interpreting or changing any of the following rules and regulations. These rules apply to the use of all BCF property and facilities including horse stalls and campgrounds.

Benton County Government retains control and management of Benton County Fairgrounds, also known as BCF, at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Section I  General Policies

1. American with Disabilities Act
   a. It is the policy of the BCF to provide reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act. Lessees may not alter access to buildings in such a way as to limit access by people covered by this ADA.

2. Discrimination
   a. No individual or group may utilize facilities or equipment belonging to Benton County or the Benton County Fairgrounds to host a function that, by its admission rules or advertising, discriminates on the basis of race, national origin, gender, sexual orientation, or religion. Any individual or group found to be promoting their event in such a discriminatory fashion may have their lease canceled up to and including the day of the event.

Section II  Grounds Rental Policies

1. Reservations
   a. Event Holder, hereinafter: “Lessees” must contact the BCF Office Management to determine date availability and complete a Lease Agreement. Consideration may be given to the Lessee to rent the same dates for the following years if requested, however, there is no guarantee of availability until a signed Lease Agreement is completed.
2. Rental Conditions
   a. Rental fees will conform to the prevailing rental rates. Rental of the facilities will
      include general floor space, stocked restrooms, lined waste containers and utilities for
      normal electricity and lights.

3. Refundable Security Deposit
   a. All rentals require a deposit to guarantee against additional equipment, clean-up, loss,
      damage and labor, incurred during rental.

4. Usage Hours
   a. Rental fees cover the use of the facility from 8:00 am until 12:00 am midnight. No
      event will be permitted to continue after 12:00 am midnight. In all circumstances, the
      BCF will be closed to the public and event participants between the hours of 12:00
      am and 6:00 am.

Section III Operational Policies

1. Access during Events
   a. Lessees do not have exclusive use of rented premises or buildings. BCF personnel
      are responsible for management and maintenance of the BCF and shall have the right
      to access the facilities at any time during any event. Anyone who displays proper
      credentials as a representative of Benton County must be admitted to the event for
      purposes of observation, audit or enforcement or any other Benton County business.
      Any attempt to exclude properly credentialed personnel from BCF premises may
      result in immediate shutting down of the event.

2. Access to Facilities
   a. Neither Lessee nor any of its employees or agents shall enter any building or area of
      the BCF not explicitly covered by the provisions of the Lease agreement, or any
      portion of any building or structure marked “Employees only”. Lessee takes
      responsibility for ensuring, within its reasonable control, that none of the event
      participants enter into or upon areas of the BCF not explicitly covered by the
      provisions of the Lease agreement or any portion of any building or structure
      marked “Employees only”. Lessee shall notify security personnel immediately if
      they know of event participants willfully disregarding the provisions of this
      paragraph after warning. Any person found in unauthorized areas may be
      considered to be criminally trespassing and may be removed from the premises or
      arrested as appropriate.

3. Accidents and Injuries
   a. When accidents and/or injuries occur it is imperative that first aid be administered at
      once. Notification should be made to emergency services by calling 911. Lessee
      must also contact BCF contact persons anytime there is a serious injury or illness or
      any incident involving police, fire or medical response.
4. **Administration Hours of Operation**
   a. BCF office personnel are available Monday through Friday between the hours of 8:00 am and 5:00 pm. Maintenance personnel are available Monday through Friday between the hours of 7:00 am and 5:00 pm.

5. **Advertising**
   a. Lessee shall not hang signs or other advertising materials anywhere on the premises without prior written approval of the BCF Office Management. The BCF does recognize the need for LESSEES to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.

   b. Lessee is responsible for all public advertising (dates, time, price, location, etc.) regarding their event. At its discretion, the BCF may promote the event through its normal promotion channels (Reader Board, Telephone Event Line, Web Site, etc.) at no charge to the Lessee.

   c. BCF Management personnel shall not be responsible for event promotion. The BCF office phone number as well as any Benton County phone numbers shall not be published or placed on any promotional material for any event or otherwise published in connection with the event. The Benton County logo may not be used on any promotional material without the express written consent of Benton County.

6. **Alcohol / Illegal Substances**
   a. Unless authorized by the Lease Agreement, and unless all required permits and insurance policies are in place, and proof of such is submitted to BCF, no alcohol may be consumed, possessed or distributed in any way in or upon BCF premises. Even when authorized by the Lease Agreement and other requirements detailed above are met, the following is prohibited:

      1. Consumption or possession of alcoholic beverages by minors (those under the age of 21).
      2. Providing alcoholic beverages to visibly intoxicated persons.

   b. All substances or things considered “contraband” by state or federal law are prohibited in or upon BCF premises. This includes controlled substances and “precursor substances” (common ingredients in the manufacture of methamphetamine).

   c. These provisions relating to alcoholic beverages and contraband will be strictly enforced. Violations may result in the event being shut down immediately and may also result in the arrest of offenders.

7. **Animals**
   a. All animals must be leashed, penned, stalled and/or otherwise confined under the direct control of the owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other BCF patrons and
personnel. Violation of this policy may result in removal of the animals from the premises.

b. Lessees utilizing the BCF for any activity in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the human care and treatment of animals. The Lessee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of those animals, which are under the Lessee's care and control.

8. Camping
a. Camping is permitted in conjunction with an event. However, the Lessee must make arrangements in advance and camping authorization must be included in the Lease Agreement. Lessee is responsible for all people associated with their event that are camping and for collecting any fees. All campers shall use designated areas for camping and parking. BCF personnel will determine location and number of spaces allotted.

b. Camping is also available in the Horse Stall Area for Lessees associated with the 4-H Arena, Main Arena, or Horse Stall Lessees.

9. Cancellation of Event
a. The parties recognize that cancellations made less than 60 30 days prior to an the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 30 days prior to an the first day of the event:

1. If the Cancellation is made less than 60 30 days prior to an the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
2. If the cancellation is made less then 30 15 days prior to an the first event date, then Lessee shall pay 50% of the fee as liquidated damages.

b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

10. Clean-Up Guidelines
a. The buildings and grounds are cleaned and prepped prior to each event. The Lessee agrees to restore the facilities used to the same condition in which they existed prior to the Lease Agreement, reasonable wear and tear excepted. The BCF reserves the right to charge the Lessee or retain from the deposit, for the cost of any type of clean up or damage, to the extent any such damage is the result of the negligent acts or omissions of the Lessee, its officers, agents, employees or registered volunteers, acting in the scope of their official duties in the performance of this Agreement, including the
removal of unusual amounts of trash or cleanup of trash which is not in proper receptacles.

11. Compliance with Laws
   a. The Lessee shall comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority, to the extent that any such laws, ordinances, or orders are not inconsistent with the laws and policies applicable to Lessee as an agency of the State of Washington and an institution of higher education; will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any law, ordinance, rule or order. The Lessee will immediately correct any violation attributable to the Lessee or the Event. Failure to do so will result in the Lessee’s Lease Agreement being terminated for that specific Event, and the Lessee or its representative will be responsible for all costs attributable to such violation; and, the Lessee forfeits all rights to any fees paid to the BCF before such violation occurred.

12. Control of Premises
   a. In providing said premises to the Lessee, the BCF does not relinquish the right to control management thereof, nor to enforce all the necessary and proper rules for the management and operation of the premises. The BCF, its agent, management and or employees may enter the facilities at any time and on any occasion. The Lessee is reminded that the BCF are not secure, and that the Lessee is responsible for the security of Lessee’s personal property at all times. The BCF accepts no responsibility for, nor assumes any liability for Lessee’s personal property at any time. The Lessee should check and be satisfied that the security of the leased building(s) satisfies the conditions they are designed to provide.

13. Damage-Deposit
   a. The Lessee must pay a refundable damage/cleaning deposit at the time the Lessee executes the Lease Agreement unless otherwise specified in the Lease Agreement. Lessee will be held responsible for any damaged or missing BCF property. The cost will be deducted from the damage/cleaning deposit or billed directly to the Lessee. All costs deemed necessary and incurred by the BCF for replacement and/or repairs caused on behalf of the Lessee will be billed to the Lessee within ten (10) working days after the event.

   a. Lessee is permitted to decorate rented portions of the BCF only for purposes of the event. However, the following rules must be followed:

   1. No decorating is to be hung from the ceiling inside any enclosed building or any structure with a roof;
   2. Lessee is discouraged from using ladders to decorate. However, to the extent Lessee or its agents choose to do so, they hereby agree to do so at their own risk and specifically and explicitly hereby waive any and all rights to recover against BCF, Benton County, or any of its elected officials, employees or agents, under any legal theory, for any injuries they may suffer as a result;
3. No decorations shall be affixed in such a way as to cause permanent damage or defacing of any structure or property as they are used, or when they are removed. Damages or clean-up resulting from the improper use of these materials will be following the event;

4. No decorations are to be affixed to any safety equipment or any portion of any structure or property that may reasonably be expected to affect the safety of the premises. This includes, but is not limited to, wiring and associated equipment, lights, sprinklers, fire detection systems and fire suppression fixtures;

5. Decorative materials must be made from non-flammable material and maintained in a flame-retardant condition;

6. Any equipment, vehicles, etc., that are to be displayed within a facility must be approved prior to the event. All motor vehicles on display within a facility shall have battery cables disconnected, battery terminals taped, fuel tanks not more than 3/4 full and fuel caps locked or sealed;

b. Lessee may be directed by security or BCF’s representatives to remove any decorations not conforming to the above rules, and must do so immediately if directed.

15. Default or Breach by Lessee
a. In the event of default in the specified payments or any other material breach of this agreement by the Lessee, the Event will may be canceled. If the Event is in progress, the BCF Office Management may re-enter the premises, remove all persons, and take whatever legal action necessary to obtain possession of the premises. The Lessee shall remain obligated to pay the full amount agreed to in the Lease for that specific Event. All deposits shall be retained by the BCF and shall be considered partial payment of any damages. Venue shall be in Benton County, Washington. Nothing in this paragraph limits the rights of Benton County allowed by law. If the Event is not presently in progress, then the BCF may bar the Lessee from entry in and upon the BCF premises. If the BCF chooses to bar the Lessee from the premises under this section, the BCF will endeavor to notify Lessee by telephone or mail, but failure to do so will not impair the BCF legal right to bar the Lessee from the premises for default or material breach.

16. Deliveries/Shipments
a. The BCF will not be responsible for, sign for or accept delivery of materials made to the BCF facilities for any lease holders, clients, vendors or exhibitors. Delivery of such items will be declined. The BCF assumes no liability with respect to security of these items.

17. Donations to the Benton County Fairgrounds
a. From time to time groups have donated labor, materials, and equipment to Benton County for use at the BCF. It is understood that these donations become the property of Benton County at that time. A separate Leasethold Improvement Contract is required. It is also understood that these donations in no way confer special privileges or discounts upon the donors to the BCF.
18. **Equipment/Vehicles**
   a. Operation of County Equipment/Vehicles – Use of equipment, fuel tanks and vehicles owned by Benton County and BCF is restricted to Benton County employees only. The exception to this restriction would be to a Contract Holder or Lease Holder that has written authorization from BCF.

   b. Non-County Owned Equipment/Vehicles – Personal equipment and vehicles cannot be operated or stored on BCF without prior written authorization. Lessee is responsible for the operation and any damage to the facility by non-county owned equipment/vehicles to the extent any such damage is the result of the negligent acts or omissions of the Lessee, its officers, agents, employees or registered volunteers, acting in the scope of their official duties in the performance of this Agreement.

19. **Event Staffing**
   a. Lessee shall provide ushers, announcers, ticket takers, clean up crew and other personnel necessary to conduct the activities described in the Lease Agreement. The BCF personnel are available for facility/grounds rental and routine maintenance only.

20. **Extension Cords**
   a. Any required extension cords to connect to the BCF electrical outlets must be provided by Lessee. Extension cords shall be UL rated 15 amps minimum and contain ground wire. Electrical cords are not permitted to run across any public access way including aisles and roadways. There is to be a clearance of three feet left in front of any electrical panel. Lessee is responsible to ensure that all electrical connections and usage comply with the National Electrical Code and applicable building and fire codes. Use of an electrician is recommended for complex setups.

21. **Facility Alterations**
   a. Lessee may not undertake any facility alterations i.e. mechanical, plumbing, carpentry or telecommunications without prior written authorization of BCF Office Management. All work performed on the facility must be approved in advance, and presented in detail to the BCF Office Management. The Lessee will pay any repairs for damage that might be caused due to the negligent acts or omissions of the Lessee, its officers, agents, employees and registered volunteers, acting in the scope of their official duties during any work performed, whether it is approved or not approved. Prior to the commencement of any work on the BCF property, proof of insurance must be filed with the BCF and be approved by the Benton County Risk Manager.

22. **Food Service and Event Catering**
   a. No food and/or beverage of any type may be sold or given away for consumption to the general public by the Lessee or vendors during any commercial event without approval from the BCF Office Management. The BCF Office Management will specify locations where food and beverages will be sold.

   b. When an event involves a temporary food/beverage service operation or food/beverage demonstration, the Lessee is responsible for informing the vendor/exhibitor or food/beverage service operators that a permit is required from the Benton County Health Department, for ensuring such is obtained, and for providing
23. **Horse Stall and Arena Usage Guidelines**  
a. Horse Stall rentals must have a Horse Stall Boarding Agreement, an Equine Training Track Usage Agreement (Haul-In Pass) or a Lease Agreement with the BCF. Individual Lease Agreements specify use of the Main Arena or 4-H Arena.

24. **Insurance**  
a. General liability insurance is required for all Lessees and is described in detail in the Lessee’s Lease Agreement. Liquor liability insurance will be required to serve and/or sell alcoholic beverages. Additional liability insurance may be required for each individual event.

25. **Key Distribution**  
a. The Lessee will receive one (1) key for each secured facility leased for the event. All keys must be returned to the BCF on the first business day after the final day of the event or the last closeout day, whichever is later. A Fifty Dollar ($50.00) fee applies for each key not returned to the BCF within two (2) business days of the event. **Such fee may be deducted from the damage/cleaning deposit.**

26. **Lease Agreements**  
a. No organization or individual may use any portion of the BCF for an organized event or scheduled function without having first obtained a Lease Agreement with the BCF for occupancy. The Lease Agreement is issued on an authorized Lease Agreement form.

27. **Lessees Access to Facilities**  
a. Lessee is only allowed access to the facilities after 8:00 AM, (except for camping in accordance with camping permit) unless the BCF Office Management has given written permission for earlier entry. If the Lessee enters the facilities prior to 8:00 AM without proper authorization, the Lessee may be charged an additional day’s rent. The Lessee agrees that all activities, including music, other than cleaning will cease no later than 12:00 AM midnight each day of the Event. The Lessee agrees to see that all guests leave the facilities no later than 12:00 AM midnight except for the people responsible for cleaning. The Lessee must vacate the property no later than 11:00 AM the day following the last day of the Event or any agreed to move-out day; or the Lessee will be charged a fee for one additional move-out day. The Lessee or Lessee’s Representative must remain on the BCF at all times during the Event.

28. **Liability**  
a. The Lessee specifically acknowledges and agrees that, within its reasonable ability to control, it is solely responsible for the safekeeping of its property, and the safety of its principals, employees, agents, contractors, vendors and attendees during the event or any activity related to the event or the use of the facilities. Except as required by law, BCF, and Benton County,
assumes no liability or responsibility for any injury to any of the parties mentioned in this paragraph, or for any damage to Lessee's property. This includes any costs associated with law enforcement activity, ambulance services or firefighting associated with, incident to, or related to use of the facilities, or performance under this agreement.

29. **Licenses and Permits**
   a. Special licenses and permits may be required for an event. The Lessee is responsible to determine what permits, if any are applicable to the event and is required to obtain all permits and/or licenses required by applicable law, ordinance, resolutions and rules. A Banquet Permit, Special Occasions License or Liquor License will also be required when selling/serving alcohol. The type of permit will depend upon the type of event. All necessary permits and/or licenses must be obtained and presented to the BCF prior to the first day of the Event, or the first day of set up if applicable.

30. **Lost or Stolen Articles**
   a. BCF shall not be responsible, under any circumstances, for property of the Lessee while on the premises. The BCF Office Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Lessee. In addition, the BCF Office Management is not responsible for any loss of articles or equipment left unattended in any facility. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Lease Agreement.

31. **Noise Control**
   a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.

b. If a reasonable complaint is received alleging excessive noise which is then confirmed as described in section 13a. above, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee’s cost in the amount of $400.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down terminated and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility for that specific Event. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down terminated and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility for that specific Event.

32. **No Smoking Policy**
   a. In accordance with Benton County Ordinance No. 430 and Resolution 06 023, smoking is prohibited in all Benton County facilities. The Lessee shall endeavor to enforce this
policy as to all event participants. Failure to do so is a violation of the Lease Agreement.

33. **Outside Equipment Rental**
   a. The Lessee may employ a decorating or equipment rental firm. The Lessee will be responsible for renting, re-stacking and clearing equipment rented from an outside source upon conclusion of the event. The BCF will not be responsible for rented equipment lost or damaged before, during or after an event.

34. **Parking on the Fairgrounds**
   a. For the safety of all users, and in compliance with local and state codes and ordinances, no parking is allowed in fire lanes or where otherwise posted “No Parking”. All vehicles must be removed from loading areas and parked in the main parking lot before the event begins. All parking during an event is limited to the main parking lot only. Vehicles found in violation of the above policies may be towed away at the owner’s expense.

35. **Paid Parking**
   a. The Lessee and the BCF agree that the Lessee may charge for parking at the event. The Lessee shall pay 15% of the gross receipts generated to the BCF.

36. **Payment Policy**
   a. The Lessee must pay a refundable damage/cleaning deposit at the time the Lessee executes the Lease Agreement unless otherwise specified in the Lease Agreement. The balance of the Lease Agreement for each specific Event is then due two weeks prior to within 30 days of receipt of invoice after the specific Event.

37. **Prohibited Items**
   a. With the exception of Benton County owned vehicles, no motorcycles, mopeds, bicycles, roller blades, roller skates, scooters or skateboards are permitted anywhere on the BCF property. It is the responsibility of the Lessee to enforce this policy.

38. **RV/Trailer/Boat Storage**
   a. Recreational Vehicles, Trailers and Boat storage are available from November 1 through February 28. These each must have a Storage Space Contract with the BCF.

39. **Refuse Disposal**
   a. The Lessee agrees to remove all personal property from the facility immediately after the event is concluded. Failure to remove such items will result in removal by the BCF, with the cost thereof subtracted from Lessee’s damage/cleaning deposit. If the additional removal costs are incurred by BCF for any such removal exceed the deposit (or the amount remaining, if any, after other applicable deposit for future), the Lessee shall immediately pay the BCF the additional cost amount within 30 days of receipt of invoice.

   b. The Lessee is responsible for all service and dumping fees.
c. The Lessee agrees to pay the estimated refuse cost specified in the Lease Agreement. Any additional refuse costs will be deducted from the Lessee's damage/cleaning deposit unless otherwise arranged. If the additional refuse costs exceed the amount specified in the Lease Agreement deposit (or the amount remaining, if any, after other applicable deposit for future), the Lessee shall immediately pay the BCF the additional cost amount within 30 days of receipt of invoice. If the Lease does not specify a refuse cost and/or garbage bin size, the standard size garbage bin is one (1) four (4) yard bin per event.

40. Returned Check Policy
a. Any payments or deposits made for rental of any facilities by individuals or organizations by check which are dishonored by the check writer's bank or financial institution, require the Lessee to replace that amount in cash, money order or cashier's check, within five (5) business days or be subject to cancellation of their event. Further, all future payments for that event must be paid in cash, money order, or cashier's check. A $25.00 fee may be charged on all returned checks.

41. Safety
a. All Buildings, facilities, and equipment are rented “as is”. Lessee is responsible for conducting a “walk through” of rented buildings to ensure that the buildings and associated equipment are safe, and meet the needs of the event. If a Lessee should find an area that is unsafe, Lessee must immediately report it to the BCF Office Management. BCF shall not be responsible for unreported unsafe or unsuitable conditions.

42. Sales Tax Collection
a. Lessees and their vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Benton County, the City of Kennewick and the State of Washington. It is the Lessee's and/or the Lessee's vendor's responsibility to collect and submit payment.

43. Security Requirements
a. Lessee is responsible for selecting appropriately skilled security guards to provide for safety and security within the event. Hired security guards shall contract directly with Lessee and shall be instructed by and report to Lessee or designee. Any security guards hired for the event must be currently licensed to do business in the State of Washington as security guards and bonded for the same purpose. Lessee shall hire a minimum of one (1) security guard for every 100 people anticipated or actually attending the event with a minimum of two (2) guards per event. Lessee is responsible for increasing the number of guards in attendance if actual numbers of attendees exceed anticipated numbers.

b. If alcoholic beverages are authorized to be consumed, possessed, sold or distributed at the event, then Lessee will be required to pay an additional fee so that BCF may procure off-duty law enforcement officers to monitor the event for criminal violations. This additional fee will be detailed in the Lease Agreement. The number of off-duty law enforcement officers, and the total fee, will be determined by BCF.
and the appropriate law enforcement agency, and is not negotiable. The required presence of law enforcement officers in this paragraph is in addition to, and not a substitute for, Lessee's hiring of security guards as required above. Law enforcement officers hired by BCF pursuant to this paragraph shall report to BCF and shall have full access to all portions of the event. Lessee shall not attempt to exercise control over the actions of the hired law enforcement officers.

44. Set-Up/Tear-Down of Event
   a. Equipment provided (tables, chairs, waste containers, etc.) will be available in the building or rental area. It is the Lessee's responsibility to position any equipment as desired. Any set-up or moving of equipment or any materials will be the responsibility of the Lessee.

   b. Lessee is responsible for the following:
      1. All set-up and take down of decorations, equipment, materials, etc.
      2. Clearing and stacking of tables, chairs, etc. and placing on carts
      3. Placing all waste material and debris from the facilities that are leased into your events waste containers located on the BCF property.
      4. The BCF reserves the right to charge the Lessee or retain from the deposit, for the reasonable cost of any type of incomplete set-up/tear-down, including the removal of unusual amounts of trash.

45. Sub-Leasing
   a. The Lessee may not, under any circumstances, sub-lease facilities, equipment or materials owned by the BCF, without the express written consent of the BCF Office Management.

46. Telephones
   a. The Lessee may use the pay telephones located centrally on the BCF and at the main gate.

47. Termination or Amendment
   a. Unless otherwise specified herein, the BCF reserves the right to terminate or amend this agreement at any time by giving the Lessee thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified, postage pre-paid mail.

48. Use Restrictions
   a. The BCF will be rented based on the availability of dates, type of show, number of show days, and past performance of the renter. The BCF reserves the right to deny and/or cancel applications for rental of this facilities when, in the opinion of the BCF Office Management, such events may conflict with similar events previously scheduled or are not in the best interests of the BCF, Benton County, or the general public. In addition, the BCF reserves the right to base rental decisions on the best utilization of the facilities, greatest public interest, or highest revenues for the BCF. The BCF 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.

b. Lessees who:
   1. Hold events which cause public disruption, require law enforcement attention, or where county rules or policies or criminal laws are violated by event participants;
   2. Breach the Lease Agreement;
   3. Fail to pay fees of any sort, resulting in the need for legal action by Benton County to collect such fees;
   4. Hold events which subject Benton County to civil liability or to being a defendant in a lawsuit
      May be prevented from leasing facilities in the future.

49. Vehicles on Grounds
   a. Only the Lessee’s representatives responsible to set-up and decorate the facility(ies) being leased are allowed to drive into the BCF. Vehicles permitted to drive on the grounds must remain on the paved roadways unless otherwise authorized by the BCF personnel. The Lessee is responsible for the costs of damage resulting from the negligent acts or omissions of the Lessee, its officers, agents, employees and registered volunteers acting in the scope of their official duties during the authorized and/or unauthorized vehicle activity. Such costs may be deducted from the Lessee’s damage/cleaning deposit. All other parking must be in the Main Parking Lot.
   
   b. Any driver operating a vehicle on the premises of the BCF pursuant to this paragraph must be duly licensed to operate a motor vehicle under Washington State law and must be in full compliance with all statutory and administrative liability insurance requirements. All such drivers must have their driver’s license and proof of insurance available for inspection while driving on BCF premises, and must provide same for inspection upon the reasonable request of any BCF personnel, security personnel, or other employee or agent of the BCF. All drivers must abide by all rules of the road as associated by applicable law with driving upon a Washington State public highway or street. Furthermore, all drivers must comply with posted speed limits and other traffic control devices in or upon BCF premises. Any violation of this section may result in termination of the agreement and forfeiture of lessee’s rights under this agreement including prepaid lease payments for the specific Event and/or cleaning deposits, or may subject the offending driver to being trespasses from the premises.

50. Water Consumption
   a. Water from drinking fountains, restroom sinks and blue faucets are potable water suitable for human consumption. Lessees wishing to use water from the standing spigots on the premises are cautioned as follows: Safe drinking water is provided in the blue faucets. The yellow faucets contain irrigation water not suitable for drinking.
51. **Weapons, Firearms and Fireworks**
   a. All firearms, fireworks and weapons used, demonstrated, discharged or utilized for
decoration as part of the licensed event, must be approved in advance, in writing by
the BCF Office Management.

   b. With the exception of law enforcement officers, security personnel licensed to carry
firearms and acting in their official capacity, and persons licensed pursuant to RCW
9.41.070, no firearms or weapons are permitted on BCF property.

THE LESSEE OF THE BENTON COUNTY FAIRGROUNDS SHALL BE RESPONSIBLE
FOR READING AND UNDERSTANDING THESE POLICIES AND PROCEDURES.