

OKANOGAN COUNTY COMMISSIONERS RESOLUTION

RESOLUTION 146 - 2022

A Resolution regarding the adoption of a revised Okanogan County Fairgrounds Facility Rental Contract.

WHEREAS, OKANOGAN County owns and operates the Okanogan County Fairgrounds, and

WHEREAS, the Board of Okanogan County Commissioners' (BOCC) finds that it serves the public interest to make the facility, in whole or in part, available for use by the public, and

WHEREAS, upon rental of the Fairgrounds Facility, a contract must be signed by renter, Fairgrounds Manager, as well as County Risk Management, and

WHEREAS, an updated Contract reflects all requirements for the parties of the Contract, and

WHEREAS, the updated Contract was reviewed and approved to form by Chief Civil Deputy, and

WHEREAS, the final draft of the contract was reviewed by the County Risk Manager and County Civil Deputy, and

BE IT THEREFORE RESOLVED, by the Okanogan County Board of County Commissioners, that the Facilities Rental Contract attached as "Attachment A" is hereby approved, and

BE IT FURTHER RESOLVED, the Okanogan County Board of Commissioners hereby adopts the attached Fairgrounds Facilities Rental Contract as Attachment "A".

Dated at Okanogan, Washington, this 18th day of October, 2022



ATTEST

Laleña Johns, Clerk of the board

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Andy Hover, Chairman

ABSENT

Chris Branch, Member

Jim DeTro, Member

Okanogan County Fairgrounds
175 Rodeo Trail Road
Phone: (509) 422-1621

P.O. Box 467
Okanogan, WA 98840

Okanogan County Facility Use Rental Contract 2023

This Contract is between the OKANOGAN COUNTY FAIRGROUNDS, herein referred to as **COUNTY** and _____ herein referred to as **RENTER**.

SECTION 1: DESCRIPTION OF EVENT

It is the intent of this Contract to give RENTER approval to utilize the below listed buildings/facilities at the Okanogan County Fairgrounds, located at 175 Rodeo Trail, Okanogan, WA 98840, for Attendance (#) _____

RENTER will utilize the building/facility below listed on the following dates & times:

EVENT DATE: _____ **Time:** _____

SET-UP: _____

CLEAN UP: _____

CONTACT INFORMATION OF CONTRACT REPRESENTATIVES COUNTY/FACILITY:

Okanogan County Fairgrounds Manager, Naomie Peasley
Office: 509-422-1621 Cell: 509-322-1621 Email: npeasley@co.okanogan.wa.us

Renter Name: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

SECTION 2: ASSIGNMENT/SUBCONTRACTING

The RENTER shall not assign or subcontract any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the RENTER not less than thirty (30) days prior to the date of any proposed assignment or subcontracting.

SECTION 3: CLEANING/DAMAGE DEPOSIT

Be it understood RENTER will be financially responsible for damages sustained to the FACILITY or surrounding properties as a result of RENTER negligence during scheduled event. RENTER is responsible for assuring the FACILITY is returned clean and orderly after use. A cleaning/damage deposit in the amount of \$_____ will be due at the time Rental Contract is signed.

If further cleaning is required beyond that which is charged in the deposit, the difference will be charged to renter at a rate of \$27.83 per man hour. Damages to building or parking area will be taken out of Damage Deposit to cover extra costs.

The cleaning/damage deposit will be returned to RENTER approximately two weeks after scheduled event provided RENTER has met the requirements of all rental policies; and fulfilled the required "Cleaning Guidelines" provided with this Contract.

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SECTION 4: RENTAL FEE

RENTER agrees to pay COUNTY the following fees for the listed buildings/facilities:

TENANT agrees to pay to OWNER the following fees and charges:					
Facility	RATE	X	DAYS	=	Total
	\$	X		=	\$
					\$
					\$
Refundable Damage Deposit	Due upon signing of contract				\$
TOTAL DUE					\$

RENTAL FEE shall be received by COUNTY at least 14 days prior to event or all Contract provisions will be null and void. If proof of insurance is not received on or 14 days prior to event Contract provisions will be null and void.

SECTION 5: OTHER MISC. CHARGES

GARBAGE: RENTER is provided the use of one (1) garbage dumpster per event. If dumpster lids cannot be closed and dumpster is over-filled, a \$50 charge will be taken out of Damage Deposit to pay for extra dumpster service.

DAMAGES: RENTER is responsible for damage per section 3 of this Contract.

SECURITY: Security is required at weddings, quinceañeras, other social gatherings serving alcohol AND lasting beyond 10pm or other events determined to warrant security by the COUNTY. If alcohol is present, there needs to be 1 security personnel per 300 attendees. For 300-500 attendees, two security personnel are required. Anything over 500 people, there needs to be a minimum of three security personnel present. There must be security present near alcohol at all times. Security information and contact must be given to COUNTY at least 2 weeks prior to event.

SECTION 6: NO SMOKING POLICIES

All buildings owned, leased, or operated by Okanogan County are designated non-smoking including the Fairgrounds.

SECTION 7: FOOD/ALCOHOL CONSUMPTION AND PREPARATION POLICIES

Due to e-coli rules and other health regulations food and beverage are not to be prepared or sold from any building housing animals. The preparation and distribution of foods and the use of crock-pots, hot plates, and roasting ovens for the re-heating of ready to serve hot foods, or the preparation of foods using already installed ovens is permitted. If alcohol is to be consumed by RENTER or others during occupancy under the terms of the Contract evidence of Host Liquor Liability coverage or Liquor Liability Insurance is required. It is the responsibility of the Renter to obtain appropriate permits/licenses and must be turned in at least 14 days prior to event.

Will there be food served at your event?

Yes- ☐

No ☐

Will there be alcohol served at your event?

Yes ☐

No ☐

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SECTION 8: INSURANCE

- a. The RENTER shall procure and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Contract. Evidence of all required insurance must be provided by RENTER and approved by COUNTY 14 days prior to event. Upon request, RENTER shall forward to COUNTY the original policy, or endorsement obtained, to RENTER's policy currently in force. RENTER's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for RENTER and returned to the County Department with whom the CONTRACT is executed. The insurance policy will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the Contract is executed. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance, any insurance or self-insurance carried by COUNTY shall be excess and not contributory insurance to that provided by RENTER and the certificate shall reflect that COUNTY is an additional named insured on RENTER's general liability policy with respect to activities under the contract. Failure of RENTER to fully comply with the insurance requirements set forth herein, during the term of the Contract, shall be considered a material breach of Contract and cause for immediate termination of the Contract at COUNTY's discretion.
- b. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:

GENERAL LIABILITY INSURANCE: RENTER shall have General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Okanogan County, it's officers, agents and employees will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Okanogan County, It's Officers, Agents and Employees Are Named As Additional Insured.

LIQUOR LIABILITY INSURANCE: If liquor is to be sold or served during the event, in addition to the required general liability insurance, RENTER shall procure and maintain for the duration of the Contract Liquor Liability insurance in the amount of \$1,000,000 each occurrence. COUNTY is to be named as an additional insured on Liquor Liability insurance. HOST LIQUOR LIABILITY INSURANCE coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of COUNTY.

SECTION 9: HOLD HARMLESS INDEMNIFICATION

- a. **Indemnification by RENTER.** To the fullest extent permitted by law, RENTER agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or

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death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by RENTER in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. This indemnification obligation of the RENTER shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and RENTER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of RENTER are a material inducement to COUNTY to enter into this Contract, are reflected in the facility use fees paid by RENTER, and have been mutually negotiated by the parties.

RENTER's initials acknowledging indemnity terms: _____

- b. Participation by COUNTY – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RENTER's indemnity obligations under this Contract.
- c. Survival of RENTER's Indemnity Obligations.** RENTER agrees all RENTER's indemnity obligations shall survive the completion, expiration or termination of this Contract.
- d. Indemnity by RENTER's Contractors.** In the event RENTER enters into contracts with a provider, other than the COUNTY, relating to RENTER's occupancy and use of COUNTY facilities, RENTER's contractors shall indemnify the COUNTY on a basis equal to or exceeding RENTER's indemnity obligations to the COUNTY.

SECTION 10: OTHER PERMITS

When alcohol is a part of the event, RENTER agrees to adhere to Washington State Liquor Control Board Regulations; and if applicable, RENTER will provide COUNTY with a copy of the required liquor permit **14 days prior to the event.**

SECTION 11: COMPLIANCE WITH LAWS

RENTER, in performance of this Contract, agrees to comply with all applicable local, State and /or Federal Laws and ordinances. "Unreasonable" noise is unlawful at any time according to Okanogan County Code (OCC) 9.16.010. Noise is presumptively unreasonable between 10:30pm and 7:00am if in a residential area. OCC 9.16.030. A Dance permit is required from Sheriff Office if music is to be played past 10pm. All music and sound must cease at 1am, if and only if, a dance permit was obtained and turned in **14 days prior to event.**

SECTION 12: RELATIONSHIP OF PARTIES

The parties intend that an independent RENTER/COUNTY relationship will be created by this Contract. The RENTER is an independent contractor with the authority to control and direct the performance of the detail of the work; however, the services contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant or representative of the RENTER shall be deemed an employee, agent, servant or other representative of the COUNTY for

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any purpose, and the employees of the RENTER are not entitled to any of the benefits the COUNTY provides County employees.

SECTION 13: AMENDMENT

Any amendment to this Contract shall be in writing, signed by both parties and attached to this Contract.

SECTION 14: COMPLIANCE WITH TERMS

Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and grounds for termination.

SECTION 15: TERMINATION

This Contract may be terminated at any time by mutual agreement of the parties hereto, or upon failure of the RENTER to comply with any terms and conditions herein set forth and as stated in the "Rental Policies" and the COUNTY may terminate this Contract in the event the COUNTY is in a state of emergency. A breach by RENTER of this Contract by violation of any applicable local, State and /or Federal Laws and ordinances automatically terminates this Contract. COUNTY is subject to recover damages suffered for the breach of this Contract and reasonable attorney fees necessary to recover such damages. Such a determination of breach for violation of any applicable local, State and /or Federal Laws and ordinances is at the sole discretion of COUNTY and all authorities acting on behalf of COUNTY. Cancellation by Renter made less than 90 days in advance of the reservation date shall result in the loss of all rents and fees paid to date, including damage deposit.

SECTION 16: JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance. Action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in Okanogan County Superior Court or Okanogan County District Court, Washington.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS FACILITY USE RENTAL CONTRACT. PLEASE SIGN AND DATE BELOW.

X

RENTER SIGNATURE & DATE

**RISK MANAGER (insurance purposes)
 SIGNATURE & DATE**

Certificate of Insurance Required:

____ Yes ____ No

Date Insurance Certificate Due: _____

Amount: \$ _____

**FAIRGROUNDS MANAGER
 SIGNATURE & DATE**

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Okanogan County Fairgrounds Ground Rules

GROUND RULES

- **Alcohol beverages:** An appropriate liquor permit/license must be obtained through the State Liquor Control Board (liquor store). Okanogan County prohibits consumption of alcoholic beverages on county property. Rental contract must state that alcohol is allowed and must be signed by Administrative staff. **ABSOLUTELY NO ALCOHOL ALLOWED ON GROUNDS OUTSIDE OF CONTRACTED BUILDING AND/OR INDIVIDUAL CAMP AREA(s).** It is strictly forbidden to take alcohol to any location within the facility, (includes barns, grandstands, and buildings).
- No horseback riding on grass areas. No horses in RV area(s) or tied to vehicles/trailers.
- All dogs must be kept on a leash and under control. Pickup after your pet's bathroom activities.
- Strict compliance of Okanogan County Noise Ordinance, unless dance permit is obtained.
- Fireworks and Firearms are PROHIBITED.
- Do not alter or dismantle stalls, paddocks, arena chutes, or arena roping equipment. **Time and Expense charges will be applied to final statement for any damages!**
- Equine patrons must provide their own bedding, wheel barrels, shovels, and rakes. Stalls and aisles must be kept clean.
- **Camping:** All overnight campers hooked-up to power and/or water, tents, and dry campers (not hooked up to power and/or water) will be charged per tent/rig per night.
- **All commercial vendors & concessionaires** must be licensed to do business in the Okanogan County. Contact Okanogan County Public Health at (509) 422-7140.
- **Outside BBQ:** Keep all building doors and windows closed while BBQing.

MISCELLANEOUS RULES:

- **NO SMOKING INSIDE BUILDINGS OR BARNs.**
- No push pins, tacks, nails, screws, or tape (absolutely no duct tape allowed) on walls, ceiling, doors, floors, counters, tables, chairs. It is OK to use poster putty.
- No marking on walls or furniture.
- No glitter, rice, or bird seed allowed on grounds.
- No candles allowed. Battery operated lights are acceptable.
- **Musical productions:** Bands, DJs, etc. - **No smoke or steam machines allowed.**
- Please be courteous to other user groups that may be using the Fairgrounds, RV Park and Agriplex.
- **DO NOT** hang anything from the ceiling unless prior approval by Grounds Manager.

IT IS THE RESPONSIBILITY OF THE RENTER TO INFORM THEIR GROUP/PARTICIPANTS OF ALL OCFG RULES & REGULATIONS.

X

RENTER

SIGNATURE & DATE

IN CASE OF EMERGENCY CONTACT

509-322-1621 Fairgrounds Manager
509-422-1621 Fairgrounds Office

Important Fairgrounds Event Reminders

Permits/License, Insurance, Security and Final Payment are DUE 14 DAYS PRIOR TO THE EVENT

Failure to do so may result in the Cancellation of this contract and event.

- **Insurance:** You can talk with your insurance company to discuss adding a special event to your current plan or find company online that provides event insurance. Be sure to include the host liquor insurance. Name Okanogan County as "additional insured."
- **Banquet Permit:** All events serving alcohol and food are required to purchase a banquet permit through the Washington State Liquor and Cannabis Board for \$10 per day. Expected guests must not exceed the amount stated on your permit or you will be considered in violation and a representative of the State Liquor & Cannabis Board can terminate the event. Law enforcement can be called. <https://lcb.wa.gov/licensing/online-banquet-permit>
- **Security:** Is required if there will be alcohol on the grounds. Security must be at the event ½ hour before the events starts and ½ hour after the event ends. As long as they are licensed and bonded, and show proof to fairgrounds office 14 days prior to event, they can be hired by you. There must be one security officer for up to 300 people in attendance. Two security personnel for 300-500 and three for 500 or more people.
- **Dance Permit:** Required if music is to be played past 10pm. It can be obtained at the Okanogan County Sheriff's office \$50, 509-422-7200
- **Heat:** \$160 per day (if using facilities during the winter months). Propane prices have doubled this past year.
- **Stage:** An extra charge of \$125 for stage use. Please let Manager know as soon as possible if you would like to have stage as it takes 48 hours to set up.
- **Tables & Chairs:** We have 55 8ft rounds and 31 6ft rectangle tables available to use with rental. There are also 482 metal chairs. This equipment is included in your rental price for Agriplex, Central Building and Annex only.
- **Setup & Cleaning:** As long as there is not another event clearing out, the venue is available for setup the evening before your event. The renter has until noon the day after to clean up.
- If Cleaning guidelines are not completed, you will forfeit damage deposit.

If you have any further questions, please do not hesitate to contact our Fairgrounds Manager, Naomie Peasley at 509-322-1621, text is preferred, or email npeasley@co.okanogan.wa.us

CLEANING GUIDELINES

**IN AN ATTEMPT TO KEEP THIS FACILITY AS CLEAN AS POSSIBLE
THE FOLLOWING ARE GUIDELINES FOR CLEANING AFTER AN
EVENT.**

- 1. VACUUM ALL CARPETED AREAS INCLUDING FLOOR MATS
AT FRONT ENTRANCE.**
- 2. EMPTY ALL TRASH CONTAINERS. PLACE TRASH IN THE
DUMPSTER LOCATED OUT FRONT OF THE AGRIPLEX BY
THE PROPANE TANK. **DO NOT DRAG TRASH BAGS ACROSS
CARPET.****
- 3. CLEAN ANY FOOD OR BEVERAGE SPILLS ON CARPETING,
COUNTERS, CHAIRS, CARTS AND FLOORS.**
- 4. RESTROOMS MUST BE CLEANED, MOPPED, AND TRASH
REMOVED.**
- 5. RETURN CLEANED TABLES & CHAIRS TO CARTS.
ANY THAT ARE DAMAGED MAY BE LEFT IN THE OPEN FOR
REPAIRS.**
- 6. CLEAN AND MOP THE KITCHEN, IF USED.**
- 7. REMOVE ALL FOOD BEFORE LEAVING.**
- 8. TURN OFF STOVE, IF USED.**
- 9. TURN OFF AIR CONDITION UNITS or HEAT, IF USED.**
- 10. TURN OFF ALL LIGHTS after Party, before leaving.**
- 11. LOCK ALL DOORS AND WINDOWS after Party, before leaving.**

If these steps for cleaning are not completed, you will forfeit your Damage Deposit