

**OKANOGAN COUNTY COMMISSIONERS RESOLUTION**

**RESOLUTION 147 - 2022**

*A Resolution regarding the adoption of a revised Okanogan County Fairgrounds  
Table and Chair Rental Contract.*

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

**WHEREAS**, resolution 20-2021 adopted a Fairgrounds fee scheduled that included the rental fees for tables and chairs to the public, and

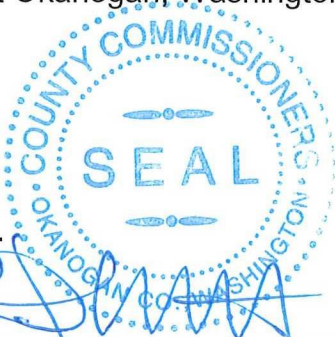
**WHEREAS**, Okanogan County agreed to trade Fairgrounds advertising space to Pape Machinery in exchange for tables and chairs Pape Machinery no longer needed; and

**WHEREAS**, an updated rental contract is needed to outline all requirements between parties, and

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

**BE IT THEREFORE RESOLVED:** by the Okanogan County Board of County Commissioners that the attached updated Table and Chair Rental Contract is hereby approved and adopted as Attachment A.

**Dated** at Okanogan, Washington, this 18<sup>th</sup> day of October, 2022



**ATTEST**

Laleña Johns, Clerk of the board

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

Andy Hover, Chair

**ABSENT**

Chris Branch, Member

Jim DeTro, Member





## **SECTION 2: RESPONSIBILITY AND USE:**

RENTER is responsible for the use of the rented items. RENTER agrees that the equipment/items will only be used at the address listed on this contract, and only for the purpose for which it was intended. Subleasing or improper use is prohibited. RENTER is responsible for the equipment from the time of possession to the time of return. RENTER assumes the entire risk of loss, regardless of cause. If items are lost, stolen, or damaged, RENTER will assume cost of replacement or repair. RENTER shall be responsible for cleaning charge if items are returned dirty.

RENTER AGREES THAT NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTIONS WITH THE EQUIPMENT RENTED.

## **SECTION 3: EQUIPMENT FAILURE:**

RENTER agree to immediately discontinue the use of rented equipment should it at any time become unsafe or in a state of disrepair, and will immediately notify COUNTY of the facts. The COUNTY will not be responsible for injury or damage resulting from failure or defect of rented items.

## **SECTION 4: DAMAGE DEPOSIT**

Be it understood RENTER will be financially responsible for damages sustained to the equipment or fairgrounds property as a result of negligence of RENTER, its agents, or guests during the event. RENTER is responsible for assuring the rented equipment is returned clean and undamaged after use.

Cost to replace items will be taken out of damage deposit if needed. Table replacement cost is \$175 each. Chair replacement cost is \$30 each. Table Cloths replacement cost is \$15 each.

## **SECTION 5: RENTAL FEE**

RENTER agrees to pay COUNTY the following fees for the listed goods above:  
RENTAL FEE shall be received by COUNTY, on or before \_\_\_\_\_ or all Contract provisions will be null and void. RENTER's right of possession terminates upon the expiration of rental period set forth on contract. If renter does not return items during the time and date stated on contract above, rental rate shall continue until items are returned.

## **SECTION 6: INDEMNIFICATION**

RENTER assume all risks inherent to the operation and use of rented items and to the fullest extent permitted by law, 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 damages to or destruction of any property or for any bodily injury (including death) resulting from the use, operation or possession of the items, whether or not RENTER's act or omission caused in whole or in part, the claims, damages, losses or expenses, and shall be effective even if the claims, damages, losses or expenses are caused by the sole negligence of the COUNTY. The RENTER agrees all RENTER's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

## **SECTION 7: AMENDMENT**

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

## **SECTION 8: 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 9: 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 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 may recover damages suffered for the breach of this Contract and reasonable attorney fees necessary to recover such damages even after contract is terminated. 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.

## **SECTION 10: 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 any of the courts of competent jurisdiction in Okanogan County, Washington.

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

**X** \_\_\_\_\_  
**RENTER**  
**SIGNATURE & DATE**

\_\_\_\_\_  
**Fairgrounds Manager** **Date**