

Wasco County Fairground Rental Agreement

This Rental Agreement is made and entered into on April 23, 2024, by and between Wasco County and **Precipitation Northwest, an Oregon non profit corporation**, (renter/s).

Group Size: 80 Camp sites to be reserved: N/A

Event: **Safety Northwest** Event Dates and Times: **April 26 – 28, 2024**

(We either need to referenced Exhibit A or describe here which facilities exactly are being rented)

Rental Rate: \$1500.00 includes Commercial Building and Arena

- Any group in excess of 100 shall be assessed an additional cleaning fee of \$250.00.
- This additional cleaning excludes non-profit organizations.

Whereas, renter desires to rent the above facilities from Wasco County on the terms and conditions set forth herein and Wasco County is willing to rent the facilities on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Wasco County policies that follow, and other good and valuable consideration, the parties agree as set forth below:

1. **Facilities: Event, Date, Rate** – Wasco County shall make the above-named facilities available for purposes of the Event. This use shall be non-exclusive year round. Upon signing of the Contract, the building/s named above shall be reserved for Renter for the dates and rates shown above.
2. **Time of Rental** – Rentals including use of the building from 8 am – midnight. Guests, vendors and personal belongings must be out of the building by midnight. Failure to vacate the building(s) by midnight will result in a \$300 fine per hour after midnight.
3. **Outdoor Activities** – For the respect of Wasco County guests and neighbors, quiet hours begin at 11:59pm on Friday and Saturday nights. Outdoor receptions are allowed only when the entire facility is reserved exclusively by the renter. Under these circumstances, outdoor music must end by 10pm.
4. **Deposits, payment and guaranteed number**– No deposit is required to secure your date and must be sent back with this signed agreement by April 25th, 2024. Wasco County requires a confirmation of attendance at least two weeks in advance of all functions. It is understood that the renter shall pay the full balance of the rental amount at the time of check-out.
5. **Cancellations** – Should you choose to cancel your event a \$50 handling fee will be charged. In addition, the following schedule applies for refunds. Not applicable on this contract.

<u>Amount of time prior to event</u>	<u>Amount of deposit returned (less handling fee)</u>
more than 90 days	100%
30 - 90 days	50%
15 - 29 days	25%
Less than 15 days	0%

6. **Damage Deposit**- A refundable \$500.00 damage deposit is required 14 days prior to the reservation check-in date. The cost of any missing items, damages or the need for excessive cleaning will be deducted from the damage deposit. Damage deposit will be refunded within one week after the event upon satisfactory inspection of the building/s rented.

7. **Liability Insurance** – Wasco County requires that the Renter obtain general liability or event

insurance covering the day/s of the event, based on the planned activities, with limits no less than \$2,000,000.00. Such insurance shall be primary and noncontributory. A certificate of insurance and a policy endorsement naming Wasco County as an additional insured as the owner/operator of Wasco County shall be provided to Wasco County at least 14 days prior to the day of the event. Event insurance can be purchased through our insurance provider. This policy is to cover all activities on the property including, liquor, food, music, lighting, etc., for the dates of the Agreement. Please contact us for information.

8. **Alcohol** - If alcohol is being served, the guest must comply with applicable liquor laws. If alcohol is being sold, in any manner, the guest is to contact the State for applicable liquor permit requirements. If a permit is required, the guest must provide the Wasco County Fair Board no less than ten (ten) business days in advance of the reservation with a copy of the permit and proof of liquor liability insurance naming Wasco County as an additional insured at least one month in advance of reservation. **Any minors or visibly intoxicated individuals in possession of alcoholic beverages on the premises shall result in the immediate closure of Permittee's activities and will result in immediate cancellation of the Event. Wasco County reserves the right to handle such behavior at its sole discretion, including (but not limited to) removal from the property, charging a fine, and/or notifying the Wasco County Sheriff Office. Renter shall indemnify and hold Wasco County harmless from all liability for improper use of alcohol during the event.**
9. **Indemnification and Hold Harmless** - Renter shall hold harmless, defend and indemnify Wasco County and its employees, officers, directors, volunteers and agents (collectively, the "County") from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of, or in connection with, or relating to Renter's use of the Facility or its failure to comply with any of its obligations contained in this Agreement. **Renter shall not violate, or allow to be violated, any Federal, State, or local law, or rules of the County, Fair Board.**
10. **Caterers/Vendors** – The renter must use a licensed and insured caterer of its choice. A Certificate of Insurance for caterers must be presented to Wasco County at least 1 month prior to the event. The renter is fully responsible for caterers regarding clean up, removal of personal belongings, and conduct as well as any damage or excessive cleaning for Wasco County staff. Renter may be charged and/or lose all claim to refundable damage deposit.
11. **Engineering, Electrical and Audio-Visual** - Special engineering requirements must be specified at least three weeks prior to the event.
12. **Decorations** – No nails, screws or staples can be used on building surfaces or trees.
13. **Force Majeure**- Neither Wasco County nor Contractor shall be considered in default because of any delays in completion and responsibilities here under due to causes beyond the control and without an fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent.
14. **Attorney's Fees** – In the event legal costs are incurred to remedy a breach or to enforce or interpret any terms or condition of the Agreement, the prevailing party shall be entitled to receive its reasonable attorney's fees resulting from such remedial action or enforcement.

The following *POLICIES* are part of your rental agreement.

1. **QUIET HOURS:** Sunday - Thursday: 10 p.m. to 8 a.m.; Friday and Saturday: midnight to 8 a.m. Outdoor amplified music must end by 10 pm on any night.
2. **SPEED LIMIT** is 5 mph. If that limit is not followed, it could result in us asking you to leave the event earlier than you planned and without refund. For the safety of everyone, please keep speeds under 5 mph.
3. **NO SMOKING** is allowed in any buildings or facilities.
4. **NO FIREWORKS ALLOWED.**
5. **STAFF.** Staff – You shall provide all staff, equipment and/or other services. The County shall not provide any staff, equipment and/or services or employees.
6. **CAMPFIRES** are allowed only in pits provided by camp except when there is a State or County burn ban, which case any fire is strictly prohibited. No open fire at any time.
7. **PARKING** is permitted in the main parking lot. For overflow parking for events, guests may park in straight rows on the grass adjacent to the parking lot. Wasco County is not responsible for loss or damage to vehicles or their contents while parked on property.
8. **PETS** are allowed for a non-refundable fee of \$10 per night. For the safety of all our guests, pet owners must keep their pets on a leash at all times and remove pet droppings from the grounds. Service dogs are excluded from the fee. Proof of service animal licensing and certificate must be provided. All service animals must be wearing their official service vest at all times.
9. **LIABILITY** - Wasco County reserves the right to inspect and control all private events. Liability for damages to the premises will be charged accordingly. Wasco County cannot assume responsibility for personal property and equipment brought onto the premises.
10. **LOST AND FOUND** - Wasco County cannot be responsible for damage or loss of any articles or merchandise left here prior to or following your event. Security arrangements should be made for all merchandise or articles set-up prior to the planned event, or left unattended for any time.
11. **ALCOHOL** is allowed on the premises which complies with all state and federal guidelines of responsible drinking, both including age requirements, as well as conduct. **GLASS BEER OR SODA BOTTLES ARE NOT ALLOWED.** Public intoxication (drunk and disorderly conduct) will not be tolerated. We reserve the right to handle such behavior at our discretion, including (but not limited to) removal from the property, notifying the Wasco County Sheriff Department, and/or charging a fine.
12. **RESERVATIONS** are secured with a 50% deposit of the total rental fee and must be paid at time of booking to secure the reservation. The remainder of the rental fee must be paid upon arrival.
13. **CANCELLATIONS AND REFUNDS:** Accommodations will be held for term of reservations. Guests are responsible for the entire period of their reservation. Should you find it necessary to **CANCEL** your reservation, please notify us immediately. In the event of cancellation, a \$50 handling fee will be charged. The following schedule applies for refunds:

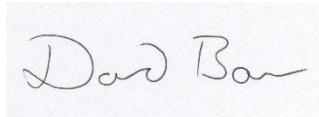
<u>Amount of time prior to event</u>	<u>Amount of deposit returned</u>
More than 90 days	100%
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It is understood and agreed that should your group fail to adhere to all of the above rules and policies and conform to the proper use of the buildings and facilities, Wasco County may, at its discretion, terminate this agreement and require the renting parties to vacate the premises (during the event if necessary), forfeiting any and all fees and monies.

NOTICE: The Wasco County Fairgrounds, including the Campground, is a designated emergency management complex. Emergency response operations have priority over any other use without exception. In case of emergency, as determined by County in County's sole discretion, you may be in the vicinity of emergency responders and emergency response vehicles, tools, equipment and operations. Further, Wasco County may and has the absolute right to terminate this Agreement at any time.

I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by Wasco County in its sole discretion, and/or all deposits made retained by Wasco County. I understand and agree that, in addition, I/we will be responsible and liable to Wasco County for any costs exceeding the amount of the retained deposit.

RENTER/S:
Signature



David Barr
Printed Name

Signature

Printed Name

Signature

Printed Name

WASCO COUNTY



Tyler Stone
c/o Wasco County
511 Washington Street
The Dalles, OR 97058