

# Wasco County Fairground Rental Agreement

This Rental Agreement is made and entered into on May 3rd, 2024 by and between Wasco County and Equine Trail Sports, LLC, (renter/s).

Facilities to be rented: See attached insurance as Exhibit A.

Group Size: 40 Camp sites to be reserved: N/A

Event: ETS Event Dates and Times: May 9<sup>th</sup> – 11<sup>th</sup>, 2024

Rental Rates: Agreed upon per Wasco County Fair Board

Dry Camping (\$15/day) - \$255.00

Power and Water (\$20/day) - \$360.00

Arena Rental (\$250/day) - \$750.00

Kenn Webb Kitchen (\$75/day) \$150.00

Camping for Judges - \$450.00

Total Payment to Wasco County Fair - \$1955.00

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 and arena 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 night.
4. **Deposits, payment and guaranteed number**– A deposit has been waived for this event. Wasco County requires a confirmation of attendance at least two weeks in advance of all functions. Your bill will be based on the guaranteed number, plus charges over and above. 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.
6. **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. 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.

7. **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 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. We reserve the right to handle such behavior at our discretion, including (but not limited to) removal from the property, charging a fine, and/or notifying the Wasco County Sheriff Office. Client shall indemnify and hold Wasco County harmless from all liability for improper use of alcohol during the event.**
8. **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.**
9. **Decorations** – No nails, screws or staples can be used on building surfaces or trees.
10. **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.
11. **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%
30-90 days	50%
15-29 days	25%
Less than 15 days	0%

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:**

*kari kublick*

*5-10-24*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**WASCO COUNTY**

*S/D Kramer*

\_\_\_\_\_  
**Steven D. Kramer, County Commissioner & Fair Board President**

**c/o**

**Wasco County**

**511 Washington Street**

**The Dalles, OR 97058**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Allen Financial Insurance Group P.O. Box 9957  Scottsdale AZ 85261		<b>CONTACT NAME:</b> Tammy Morgan <b>PHONE (A/C, No, Ext):</b> (602) 992-1570 <b>FAX (A/C, No):</b> (602) 992-8327 <b>E-MAIL ADDRESS:</b> tmorgan@eqgroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Argonaut Insurance	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2443056171**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	ELP0221840-00	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N				COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N				EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
		N	N				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to the insured and shown in the Schedule and subject to additional exclusions set forth in the policy. MEMBERS ONLY EVENT: May 10-12, 2024

**CERTIFICATE HOLDER****CANCELLATION**Wasco County Fair  
511 Washington Street

The Dalles

OR 97058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Allison Allen*

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**ETS Projected Income  
Fairgrounds**

		Est. # of spots
Dry Camping (\$15/day)	\$255	17 spots
Water and Electric (\$20/day)	\$360	15 spots
Arena Rental (\$250/day)	\$750	
Ken Webb Kitchen (\$75/day)	\$150	
Camping for Judges	\$440	8 spots
Haul-in Fees (\$5/day for locals)	\$0	

**Total** **\$1,955**

**ETS Projected Income  
4-H**

Event Entries	\$2,435.00
Stall Cleaning (\$20/stall)	\$200
Food Sales	\$100
Raffle/Donations	\$250
Fairgrounds Dues	(\$1,965)

**Total** **\$1,020.00**