

Wasco County Fairground Rental Agreement

This Rental Agreement is made and entered into May 6th, 2024 by and between Wasco County and Leah Lowe. (renter/s)

Facilities to be rented: See attached application attached and incorporated as Exhibit A.

Group Size: 200 Camp sites to be reserved: Approximately 30

Event: Ashley & Lowe Wedding Event Dates and Time: June 7 – 9, 2024

Rental Rate:

Kenn Webb Kitchen - \$75/day (3 days)

Walk In Cooler - \$60/day (3 days)

Livestock barn - \$50/day (3 days)

- Any group in excess of 100 shall be assessed an additional cleaning fee of \$250.00.

**Total: \$805.00 includes buildings and cleaning fee,
campsites to be paid for individually**

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 and payment of the required deposit, 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 portions of the buildings are reserved exclusively by the renter. Under these circumstances, outdoor music must end by 10 pm.
4. **Deposits, payment and guaranteed number**– A deposit equal to 50% of the total rate is required to secure your date and must be sent back with this signed agreement within 14 days from the date the contract was generated. 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-in.
5. **Cancellations** – Should you choose to cancel your event a \$50 handling fee will be charged. In addition, the following schedule applies for refunds.

Amount of time prior to event Amount of deposit returned (less handling fee)

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. 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 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.**
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. **PET** owners must keep their pets on a leash at all times and remove pet droppings from the grounds. 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:

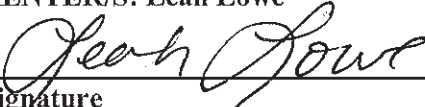
<u>Amount of time prior to event</u>	<u>Amount of deposit returned</u>
More than 90 days	100%
30-90 days	50%
15-29 days	25%
Less than 15 days	0%

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: Leah Lowe


Signature

Leah Lowe
Printed Name

Signature

Printed Name

Signature

Printed Name

WASCO COUNTY


Steven D. Kramer, Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2024

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).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C. No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C. No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 35378
INSURED Leah Lowe & T.C. Ashley 54713 Juniper Flat Rd Maupin OR 97037	

COVERAGES**CERTIFICATE NUMBER:****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	3DS5475-M3029533	06/07/2024 12:01 AM	06/10/2024 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Deductible \$ None
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 600, Event Type: Wedding (Ceremony, Reception, Rehearsal &/or Breakfast). Event Location: Wasco County Fairgrounds, 81849 Fairgrounds Rd Tygh Valley, OR 97063

CERTIFICATE HOLDER**CANCELLATION**

Wasco County 511 Washington St. 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
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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Wasco County
511 Washington St.
The Dalles, OR 97058

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

LIQUOR LIABILITY COVERAGE PART - CLAIMS-MADE FORM CERTIFICATE PAGE**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE LIQUOR LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: Certain Underwriters at Lloyd's
NAME OF INSURED: Hospitality & Entertainment Trade Alliance
CERTIFICATE HOLDER: The Thirsty Cowgirl LLC, DBA The Thirsty Cowgirl Mobile Beverage Bar
ADDRESS: 89635 Territorial Rd., Elmira, OR 97437
POLICY PERIOD: 06/14/2024 TO 06/14/2025 12:01 AM Standard Time At The Address Of The Certificate Holder

POLICY NUMBER: PK810224
CERTIFICATE NUMBER: -GLLL153775

LIQUOR LIABILITY LIMITS OF INSURANCE - CLAIMS-MADE FORM

Each Common Cause Limit / General Aggregate Limit \$100,000 Occurrence / \$300,000 Aggregate
 Liability Deductible \$0
 Retro Date: 06/14/2023

IMPORTANT INFORMATION ON CLAIMS-MADE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

GENERAL LIABILITY LIMITS OF INSURANCE - OCCURRENCE FORM

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
General Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Liability Deductible	\$	0	

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule.

TYPE OF BUSINESS: LLC

BUSINESS DESCRIPTION: ; Bartending
 \$398.00

PREMIUM:	
RPG FEE:	\$125.00
State Tax:	\$10.46
STAMPING FEE:	\$0.00
Surplus Lines Service Charge:	\$10.00
Fire Marshal Tax:	\$1.57
FINANCE FEE:	\$24.00
TOTAL COST OF INSURANCE:	\$569.03

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE LIQUOR LIABILITY INSURANCE MASTER POLICY. A COPY OF THE LIQUOR LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER UPON REQUEST. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

CLAIMS/INCIDENTS REPORTING

Full detail of any incident should be sent immediately by email to kathyw@trans11claims.com or by mail to TransEleven Claims Managers, Inc
 700 Central Expressway South, STE 200 Allen, TX 76013.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING**Optional Forms – Coverages Applies When Checked**

× CG8479 01/10	Assault and Battery Exclusion
FLL2021	Additional Insured – Owner of Premises
FLL2022	Additional Insured – Liquor License Holder
CG 2026	Additional Insured – Designated Person or Organization
CG2015	Additional Insured – Vendors
FLL1013	Amendment – Sublimit of Insurance – Assault and/or Battery
CG2001 04/13	Primary and Non-Contributory – Other Insurance Condition
CG2404 05/09	Waiver of Transfer of Rights of Recovery Against Other to Us

UNIQUE MARKET REFERENCE NUMBER:
B0572YF24ST24



Program Administrator
Veracity Insurance Solutions, LLC
260 South 2500 West, Suite 303
Pleasant Grove UT 84062
866.395.1308

AUTHORITY REFERENCE NUMBER:
YF24ST24

ADMINISTRATOR SIGNATURE:

A handwritten signature in black ink, appearing to read "David S. Steffen".

Oregon

“This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance.”

4/9/2021



ALCOHOL
SERVICE
PERMIT

PERMIT NUMBER: 98R75M
EXPIRES: 02/21/26

Kelly Welsh
89635 Territorial Rd.
Elmira, OR 97437

BIRTHDATE: 03/04/1969