

Wasco County Campground Rental Agreement

This Rental Agreement is made and entered into on June 18th, 2024 between Wasco County and Wasco Electric Cooperative, Inc. also known as Wasco Electric Co-op, Inc. (Renter/s).

Facilities to be rented: See attached application

Group Size: 100 -200 Campsites to be reserved: N/A

Event: Customer Appreciation Event Dates and Times: June 22, 2024

Rental Rates: Rental Application attached for Commercial Building and Outdoor Kitchen: \$175.00
Cleaning Fee of \$250 plus refundable damage deposit of \$500 = \$925.00 to be paid to Wasco County.

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

Whereas, renter desires to rent a portion as described in Exhibit A of 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 a portion of the above-named facilities available for purposes of the Event. This use shall be non-exclusive. 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 the entire facility is reserved exclusively by the renter. Under these circumstances, outdoor music must end by 11:59 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.

<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 and name County, the Fair Board, its members, employees and agents, as an **Additional Insured**. A current certificate of insurance acceptable to County shall be submitted to 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, but not limited to, liquor, food, music, lighting, etc., for the dates of the Agreement.

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 Wasco County 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 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, including but not limited to, policies attached as Exhibit B.**

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 Renter 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.

Exhibit B

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 reverses 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. **Leave the rented premises in a clean and orderly condition.**
13. **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.
14. **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.

Renter shall abide by all general conditions and rules and regulations, written or oral, made by the Fair Board or County from time to time and at any time governing the conduct during the Wasco County Fair, agreeing specially that future oral or written conditions and rules and regulations shall become a part of this agreement the same as it is now published.

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 absolutely 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 guests or vendors at the event do 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: Wasco Electric Cooperative, Inc.

Lindsay Forepaugh
Lindsay Forepaugh (Jun 21, 2024 09:14 PDT)

Signature

Date: 06/21/24

Lindsay Forepaugh, Wasco Electric Co-op, Inc

Printed Name

Signature

Date: _____

Printed Name

Signature

Date: _____

Printed Name

WASCO COUNTY

Ali Postlewait

Ali Postlewait, Administrative Services Director

c/o

Wasco County

511 Washington Street, Suite 101

The Dalles, OR 97058

Date: 6/21/2024

Wasco County Campground Rental Agreement.V1

Final Audit Report

2024-06-21

Created:	2024-06-21
By:	Traci Brock (tracib@wascoelectric.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZIEw1gFP4thXDmXnZjPojMB3WKxuDzNf

"Wasco County Campground Rental Agreement.V1" History

-  Document created by Traci Brock (tracib@wascoelectric.com)
2024-06-21 - 3:58:39 PM GMT
-  Document emailed to Lindsay Forepaugh (lindsayf@wascoelectric.com) for signature
2024-06-21 - 3:58:47 PM GMT
-  Email viewed by Lindsay Forepaugh (lindsayf@wascoelectric.com)
2024-06-21 - 4:12:23 PM GMT
-  Document e-signed by Lindsay Forepaugh (lindsayf@wascoelectric.com)
Signature Date: 2024-06-21 - 4:14:04 PM GMT - Time Source: server
-  Agreement completed.
2024-06-21 - 4:14:04 PM GMT

CERTIFICATE OF INSURANCE

6/14/2024

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 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).

THIS IS TO CERTIFY THAT:

Wasco Electric Co-op, Inc.
P.O. Box 1700
The Dalles, OR 97058-8006



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

NAIC: 11118
 P.O. Box 15147, Lenexa, KS 66285-5147
 (913) 541-0150 fax (913) 541-9004
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	36 ARB 011-23	8/10/2023 to 8/10/2025	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$1,000
			PERSONAL & ADV INJURY	\$2,000,000
			GENERAL AGGREGATE LIMIT	UNLIMITED
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	36 ARB 011-23	8/10/2023 to 8/10/2025	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$500
			COLLISION DEDUCTIBLE	\$500
ALL-RISK BLANKET PROPERTY	36 ARB 011-23	8/10/2023 to 8/10/2025	PROPERTY LIMIT	\$19,758,803
			PROPERTY DEDUCTIBLE	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessors, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement.

CERTIFICATE HOLDER:

WASCO COUNTY
511 WASHINGTON STREET, SUITE 207
THE DALLES, OR 97058

CANCELLATION:

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:

Jennifer L. Hays Willey

Blanket Additional Insured & Waiver of Subrogation Endorsement

36 ARB 011-23

Wasco Electric Co-op, Inc.

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and
2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and
3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.
4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.
5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service.
A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.

EXHIBIT A

