

Wasco County Fairgrounds and Hunt Park Rental Agreement

This Rental Agreement is made and entered into on September 4th, 2024 between Wasco County and LIVE EQUESTRIAN LLC(Renter/s).

Facilities to be rented: See attached application

Group Size: 100+ **Campsites to be reserved:** Camping is individually paid..

Event:“Live Equestrian Fiesta” Ranch Roping **Event Dates and Times:** September 4-8, 2024

Rental Rates: \$525.00 (3 Days of Arena)

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 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. **Outdoor Activities** – For the respect of Wasco County guests and neighbors, quiet hours begin at 11:59pm on Friday and Saturday nights.
3. **Deposits, payment and guaranteed number**– A deposit that is agreed upon 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 or out on agreement with management.
4. **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%

5. **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 that are rented.
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. 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.

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 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.**
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 Wasco County, the Fair Board, including but not limited to, policies attached as Exhibit B.**
9. **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 claims to the refundable damage deposit.
10. **Engineering, Electrical and Audio-Visual** - Special engineering requirements must be specified at least three weeks prior to the event.
11. **Decorations** – No nails, screws or staples can be used on building surfaces or trees.
12. **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 dis-enable within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent.
13. **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.


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, 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:



Signature



Printed Name

Date: SEP-5-24

Signature

Date: _____

Printed Name

Signature

Date: _____

Printed Name

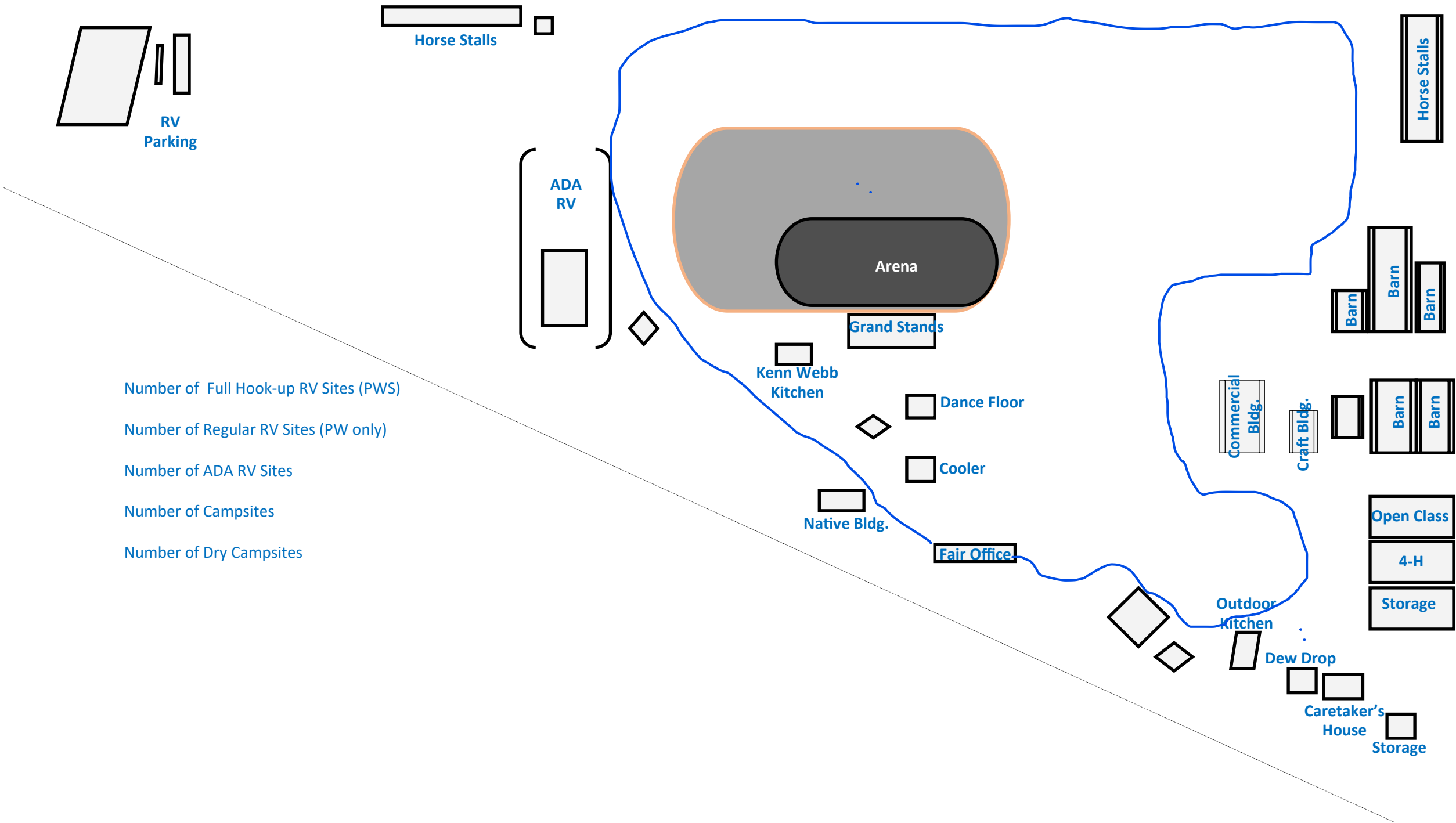
WASCO COUNTY



Ali Postlewait, Administrative Services Director
c/o Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

Date: 09/30/2024

EXHIBIT A



Number of Full Hook-up RV Sites (PWS)

Number of Regular RV Sites (PW only)

Number of ADA RV Sites

Number of Campsites

Number of Dry Campsites

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, in 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** owners must keep their pets on a leash at all times and remove pet droppings from the grounds.
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 an agreed upon 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 or departure with approval of management.
14. **CANCELLATIONS AND REFUNDS:** Accommodations will be held for the 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%

**Personal Services Contract
Exhibit C**

INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

_____ Required and attached OR X Contractor is exempt

2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$2,000,000 each occurrence for bodily injury and property damage and \$4,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name Wasco County and each of its Commissioners, officers, agents, volunteers and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

 X Required and attached Waived by Administrative Officer _____

3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

_____ Required and attached Waived by Administrative Officer _____

4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

_____ Required and attached Waived by Administrative Officer _____

5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to Wasco County at the time Contractor returns the signed Contract.

The General Liability certificate shall provide that the Wasco County Fair Board, Wasco County and its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Wasco County). Insuring companies or entities are subject to Wasco County acceptance. If requested, complete copies of the insurance policy shall be provided to Wasco County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2024

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 West Coast Equine Insurance Services	CONTACT NAME: Rich Maggard PHONE (A/C, No, Ext): (541) 515-6738 E-MAIL ADDRESS: RichMaggard@wcequine.com FAX (A/C, No): (541) 787-4862
INSURED Live Equestrian. LLC	INSURER(S) AFFORDING COVERAGE INSURER A: Accelerant Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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 <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 OTHER:	X		S0015GL001195-00	01/01/2025	01/01/2026	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
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE 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)

Re: Team Roping Competition (aka: "Fiesta")

CERTIFICATE HOLDER

CANCELLATION

Wasco County and Wasco County Fairgrounds
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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