

## 2025 Wasco County Campground License Agreement

This License Agreement is made and entered into on April 23rd, 2025 between Wasco County and Safety Third LLC (Licensee/s).

Facilities to be reserved: See attached application

Group Size: Approximately 125

- All large groups shall be assessed a cleaning fee of \$250.00.

Event: Safety NW, Education and Training      Event Dates and Times: April 27 - 29, 2025

Fees: Included: 3 Days of Commercial Bldg \$810.00, Dew Drop In \$720.00, Fine Arts Bldg \$435.00, Arena \$525.00, Cleaning fee \$250.00, Damage Deposit \$500.00 with tent camping of 125 attendees, = \$4,365.00

Whereas, Licensee desires to reserve 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 grant a license for use of 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 as described in Exhibit A. This use shall be non-exclusive. Upon signing of the Contract and payment of the required deposit, the facilities named above shall be reserved for Licensee for the dates and rates shown above.
2. **Time of Use** – Use of facilities including use of the facilities from 8 am – midnight. Guests, vendors and personal belongings must be out of the building by midnight. Failure to vacate the facilities) by midnight will result in a \$300 fine per hour after midnight. Notwithstanding, camping is allowed at designated Wasco County Fairgrounds campsites as set forth above and pursuant to any and all Fairground rules/regulations.
3. **Outdoor Activities** – For the respect of Wasco County guests and neighbors, quiet hours begin at 9:00 on weekdays and 10:59pm on Friday and Saturday nights.
4. **Deposits, payment and guaranteed number**– A deposit in the amount of \$4,365.00 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 uses. It is understood that the R Licensee shall pay the full balance of the fee amount at the time of check-in or out on agreement with management.
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 facilities.
7. **Liability Insurance** – Wasco County requires that the Licensee 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 general liability and \$4,000,000 aggregate. 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 County insurance provider. This policy is to cover all activities on the property including, liquor, food, music, lighting, for dates of the Agreement. Contact County for information.
8. **Indemnification and Hold Harmless** - Licensee 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 Licensee’s use of the Facility or its failure to comply with any of its obligations contained in this Agreement. **Licensee 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.**
9. **Caterers/Vendors** – The Licensee must use a licensed and insured caterer. A Certificate of Insurance for caterers naming Wasco County as an additional insured must be presented to Wasco County at least one month prior to the event. The Licensee 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. Licensee may be charged and/or lose all claim to 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 Licensee 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.
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.

## EXHIBIT B

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

1. **QUIET HOURS:** Sunday - Thursday: 10 p.m. to 6 a.m.; Friday and Saturday: 12:00am to 6am. Outdoor amplified music must end by 10pm pm on week nights and 11:30pm on Friday and Saturdays.
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.** 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, City or County burn ban, in which case any fire is strictly prohibited.
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. 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. The County reserves the right to handle such behavior at its sole discretion, including (but not limited to) closure of the event, removal/exclusion from the property, notifying the Wasco County Sheriff Department, and/or charging a fine.
12. **LEAVE THE FACILITIES IN A CLEAN AND ORDERLY CONDITION.**
13. **Discrimination.** No Event Holder using Wasco County Fairgrounds shall discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political believe, affiliation, age or sex, or disability.
14. **RESERVATIONS** are secured with an agreed upon deposit of the total license fee and must be paid at time of booking to secure the reservation. The remainder of the license fee must be paid upon arrival or departure with approval of management.
15. **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 license and require the Licensee and its invitees to vacate the premises (during the event if necessary), forfeiting any and all fees and monies.

Licensee 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.

**LICENSEE/S:**

David Barr  
Signature

Date: 4/24/2025

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

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

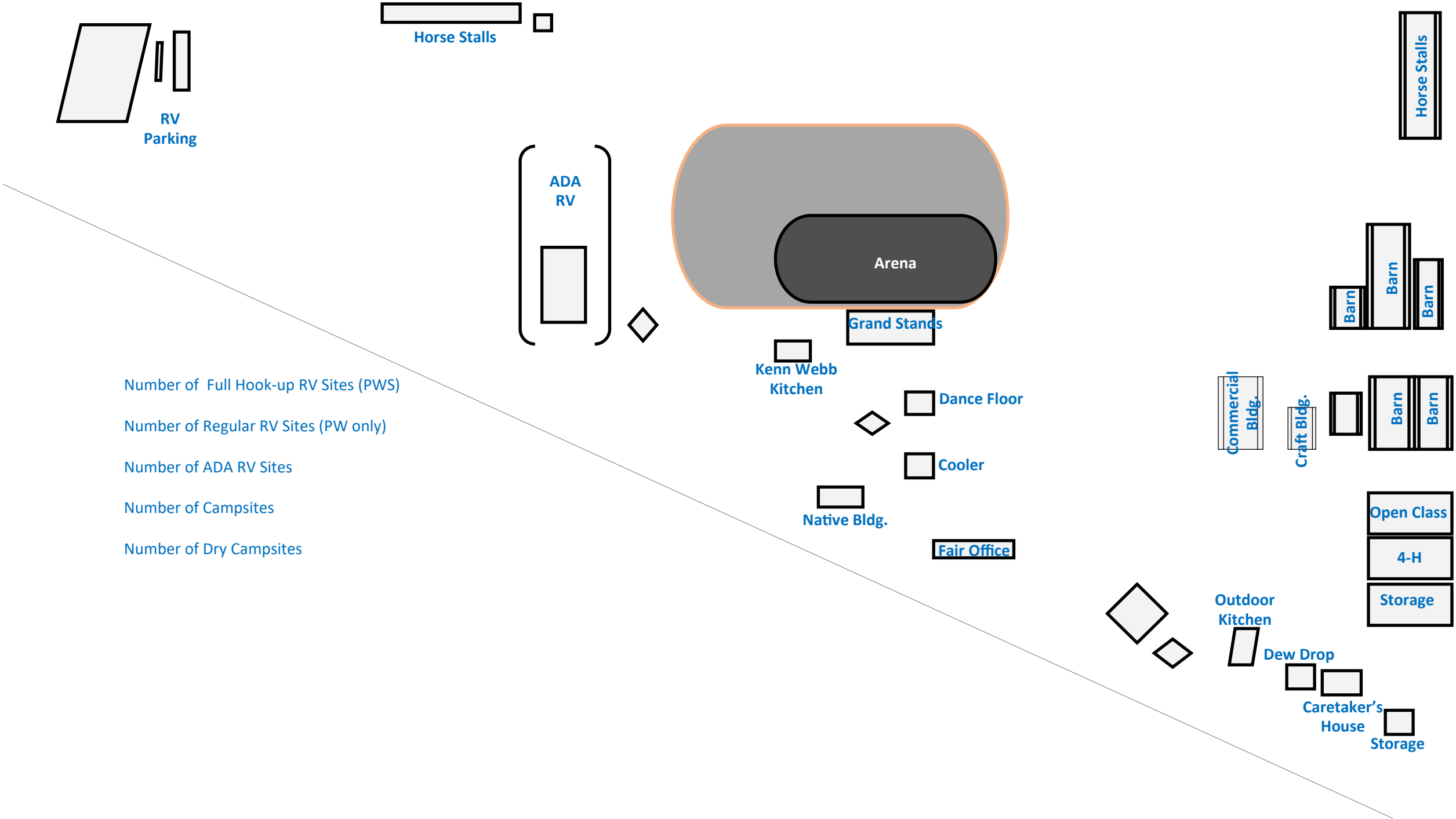
\_\_\_\_\_  
Printed Name

**WASCO COUNTY**

Ali Postlewait  
Ali Postlewait, Administrative Services Director  
C/O Wasco County  
401 E. 3<sup>rd</sup> St. #200  
The Dalles, OR 97058  
4937-8229-1217, v. 1

Date: 4-22-2025

EXHIBIT A





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2025

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> EverSecure Insurance Solutions, LLC Courtney Weidner 945 SGT ED HOLCOMB BLVD S CONROE TX 77304	<b>CONTACT NAME:</b> Courtney Weidner <b>PHONE (A/C, No, Ext):</b> (936) 494-3515 <b>E-MAIL ADDRESS:</b> courtney@eversecure.biz <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 35378
<b>INSURED</b> SAFETY THIRD LLC c/o DAVID BARR 505 SE 184th Ave, unit w-269 Vancouver WA 98683		

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5476-M3150564	04/25/2025 12:01 AM	04/28/2025 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 500
	<input type="checkbox"/> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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: 320, Event Type: Festival & Cultural Event - Indoor and/or Outdoor. Event: Safety Northwest, April 25 - 27, 2025, at Wasco County Fairgrounds, 81849 Fairgrounds Rd, Tygh Valley, OR. Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 320, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

**CERTIFICATE HOLDER****CANCELLATION**

WASCO COUNTY 401 E 3rd St The Dalles OR 97058	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> Courtney Weidner
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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, 401 E 3rd St, The Dalles, OR 97058, its Commissioners, Officers, Employees, and Board Members.

**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.





## **2025 WASCO COUNTY FAIRGROUNDS AND HUNT PARK RENTAL APPLICATION**

**Organization Entity Name as confirmed as the registered on the Secretary of State:**

<https://sos.oregon.gov/business/Pages/find.aspx>

Safety Third LLC (WA)

Address 505 SE 184th Ave. Unit W-269, Vancouver WA 98683

Phone 206 718 4511

E-Mail dafydd2277@gmail.com

Date or Dates of use 4/27/2025 - 4/29/2025

Type of Event Education and Training

Number of Participants About 125

Number of Tent Campsites About 70

Number of RV Campsites: About 20

**Facilities Requested:** Please CHECK which buildings you would like to rent.

**Ken Webb Kitchen:** \$155.00 per day \_\_\_\_\_

**Walk In Cooler:** \$75.00 \_\_\_\_\_

**Commercial Building (Heat and A/C):** \$270.00 rental per day X

**Dew Drop In w/kitchen use:** \$240.00 per day X

**Dew Drop In w/o kitchen use:** \$95.00 per day \_\_\_\_\_

**Outdoor Kitchen:** \$155.00 per day \_\_\_\_\_

**4H Building:** \$95.00 per day \_\_\_\_\_

**Open Class Building:** \$95.00 per day \_\_\_\_\_

**Fine Arts Building (Heat and A/C):** \$145.00 per day X

**Native American Building:** \$50.00 per day \_\_\_\_\_

**Additional:**

**Horse Stalls:** \$15.00 per day \_\_\_\_\_ How many will be used? \_\_\_\_\_

**Livestock Barns:** \$50.00 each per day \_\_\_\_\_ Name of barns to be used? \_\_\_\_\_

**Horse Stall Clean Fee:** \$15.00 deposit until inspected \_\_\_\_\_

**Arena:** \$175.00 per day X

**\*Large Group Dry/Tent Camping Up to 100 persons \$1000.00, over 100 people,**

**\$5.00 ea. X**

**\*All Groups will pay a \$250.00 cleaning fee**

**\*All contracts have a \$500.00 refundable damage deposit**

**If approved, the Park and Fair Manager will notify you of all fees to be paid and insurance to provide and you will send all rental fees with a copy of rental application to:**

**Wasco County Finance**

**401 E 3rd St, Ste #200**

**The Dalles, OR 97058**

**\*Please provide any other information/needs that would make your event successful. (Extra Garbage Dumpsters, Porta Potties, Picnic Tables or anything else that you can think of. We may not be able to provide everything you need and you may have to bring in, with Park Manager approval.)**

## INSURANCE REQUIREMENTS

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.)

  N/A   Required and attached   OR            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.

  N/A   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.

  N/A   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.