

**FACILITY USE  
 RENTAL CONTRACT**

This Contract is between the OKANOGAN COUNTY FAIRGROUNDS AND AGRIPLEX, herein referred to as **COUNTY**; and \_\_\_\_\_ herein referred to as **RENTER**.

**SECTION 1. DESCRIPTION OF EVENT**

It is the intent of this Contract to give RENTER approval to utilize the below listed buildings/facilities at the Okanogan County Fairgrounds, located at 175 Rodeo Trail Drive, Okanogan, WA 98840 for the following described event \_\_\_\_\_

RENTER will utilize the building/facility below listed on the following dates:

**EVENT:**      Date \_\_\_\_\_ :

**SET-UP:**      Date: \_\_\_\_\_

**CLOSE:**      Date \_\_\_\_\_ :

**CONTACT INFORMATION OF CONTRACT REPRESENTATIVES.**

**COUNTY:**      Facility  
                             Name                              Phone: 509-322-1621  
                             Stella Columbia                              Email Address: fair@co.okanogan.wa.us

**RENTER:**      Show Manager

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_

Alt Name \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION 2. ASSIGNMENT/SUBCONTRACTING.** The RENTER shall not assign or subcontract any portion of this Agreement without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the RENTER not less than thirty (30) days prior to the date of any proposed assignment or subcontracting.

**SECTION 3. CLEANING/DAMAGE DEPOSIT.** Be it understood RENTER will be financially responsible for damages sustained to the FACILITY or surrounding properties as a result of RENTER negligence during scheduled event. RENTER is responsible for assuring the FACILITY is returned clean and orderly after use. A one time per FACILITY cleaning/damage deposit in the amount of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .00 will be assessed. The cleaning/damage deposit will be returned to RENTER approximately two weeks after scheduled event provided RENTER has met the requirements of Paragraph 12 of the "Rental Policies"; and fulfilled the required "Cleaning Checklist" provided with this Contract.

**SECTION 4. RENTAL FEE.** RENTER agrees to pay COUNTY the following fees for the listed buildings/facilities:

Facility/Other	Rate/Day or Hour	X	# Of Days/Hrs.	=	Total Rent	+	Deposit	=	TOTAL
		X		=		+	0	=	
		X		=		+		=	
		X		=		+		=	
		X		=		+		=	
<b>TOTAL DEPOSIT AND RENT</b>									

RENTAL FEE plus DEPOSIT is to be received by COUNTY, on or before \_\_\_\_\_. If the rental fee is not received before \_\_\_\_\_ all contract provisions will be null and void.

**SECTION 5. OTHER MISC. CHARGES.** Renter is provided the use of one (1) garbage dumpster per event. Additional garbage service will be the responsibility of the renter. The renter is responsible for the cost of propane. Renter is responsible for damage per section 3 of this agreement. When professional security and additional garbage service is required it will be coordinated by the county, who shall provide to the renter with a preliminary cost estimate(s) prior to execution of contract. Other rental charges for equipment or other services requested by the renter will be identified and cost estimates prepared prior to execution of the contract or by written amendment.

**SECTION 6. NO SMOKING POLICIES.** Specifies that all public areas owned, leased, or operated by Okanogan County are designated non-smoking including the fairgrounds.

**SECTION 7. FOOD CONSUMPTION AND PREPARATION POLICIES.** Due to e-coli rules and other health regulations food and beverage are not to be prepared or sold from any building housing animals. The preparation and distribution of foods and the use of crock-pots, hot plates, and roasting ovens for the re-heating of ready to serve hot foods, or the preparation of foods using already installed ovens is permitted.

**SECTION 8. INSURANCE.** RENTER will provide to COUNTY, Certificate of Insurance form proving General Liability Insurance. The limits of said liability shall be \$1,000,000.00, showing OKANOGAN COUNTY as co-insured for scheduled event. If liquor is to be sold or served during the event, COUNTY shall require, in addition to the required general liability insurance, RENTER to obtain the proper liquor permit from the State and a minimum of \$1,000,000.00 of liquor liability insurance, naming the OKANOGAN COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS as "additional insured" for scheduled event. Insurance information is available at County Commissioners' Office of Risk Management.

**SECTION 9. HOLD HARMLESS INDEMNIFICATION.** RENTER expressly agrees to hold COUNTY harmless; and indemnify OKANOGAN COUNTY and all their representative officers, agents, employees or otherwise from any or all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, including county property, which results from, arises out of, or is in any way connected with the services performed by the agents, employees or participants affiliated with the scheduled event of RENTER, or on account of any fire, explosion, or other calamity caused by any product or accessory thereto, or any material brought onto the premises by RENTER. The RENTER will be solely and entirely responsible for the acts or omissions of servants and/or subcontractors during the performance of this agreement.

**SECTION 10. OTHER PERMITS.** When alcohol is a part of the event, RENTER agrees to adhere to Washington State Liquor Control Board Regulations; and if applicable, RENTER will provide COUNTY with a copy of the required liquor permit five business days prior to the event.

**SECTION 11. COMPLIANCE WITH LAWS.** RENTER, in performance of this Contract, agrees to comply with all applicable local, State and /or Federal Laws and ordinances.

**SECTION 12. RELATIONSHIP OF PARTIES.** The parties intend that an independent RENTER/COUNTY relationship will be created by this Contract. The RENTER is an independent contractor with the authority to control and direct the performance of the detail of the work; however, the services contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant or representative of the RENTER shall be deemed an employee, agent, servant or other representative of the COUNTY for any purpose, and the employees of the RENTER are not entitled to any of the benefits the COUNTY provides county employees.

**SECTION 13. AMENDMENT.** Any amendment to this agreement shall be in writing, signed by both parties and attached to this Contract.

**SECTION 14. COMPLIANCE WITH TERMS.** Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and grounds for termination.

