



**Umatilla County Fair/Fairgrounds**  
 PO Box 94  
 515 W. Orchard Ave.  
 Hermiston, OR 97838  
 fair@umatillacounty.net  
 Ph: 541-567-6121 Fx: 541-567-8115

Office Use: (Version 9.1.15)	Event Date: _____
_____ Dep. Rec'd in full	_____ Contract signed
_____ White Board	_____ EMS verified
_____ OLCC info rec'd	_____ Full pmt rec'd
_____ Security Contacted	_____ Insurance rec'd
_____ / ___ / ___ Payable submitted for dep refund	_____ Security PIF & scheduled
	_____ Keys returned

## ARENA RENTAL AGREEMENT

Please read, sign & return the following contract. As the Lessee or Renter, be sure to fully understand all rental rules and guidelines outlined in this contract. If you have any questions about this agreement, contact the fairgrounds office 541-567-6121. A copy of this contract should be kept onsite during your event in case any questions should arise. Thank you for choosing to have your event at the UC Fairgrounds.

### LESSEE INFORMATION:

Event Title: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Secondary Contact Name and Phone: \_\_\_\_\_  
 Refund payable to: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
 City, st, zip: \_\_\_\_\_

### RENTAL INFORMATION:

Date of Event: \_\_\_\_\_ Dates for set-up: \_\_\_\_\_ Estimated Average Daily Attendance: \_\_\_\_\_  
 Daily Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Type of Function: \_\_\_\_\_  
 Area(s) Rented: Arena **\*\*Fairgrounds does NOT supply livestock panels\*\***  
 Alcohol Served at: \_\_\_\_\_ **(NO GLASS CONTAINERS ALLOWED)** **\*\*Admission Charge \$** \_\_\_\_\_

### OTHER NEEDS OR REQUEST:

\*Chairs @ \$.50 each \_\_\_\_\_ Fairgrounds will provide one small dumpster. Renter responsible for the removal of refuse exceeding the capacity of the provided dumpster. Renter responsible for the removal of all manure and dirty straw, chips, sawdust or bedding. Horse Stalls available for \$10 per stall.  
 \*8' or 6' Tables @ \$7each \_\_\_\_\_

### RESERVATION POLICY:

A \$2000.00 refundable deposit is due to reserve the event dates. **Dates are not reserved until the deposit has been received.** All fees, insurance, security and alcohol information is due 30 days prior to your event. If the event is canceled within 30 days of the scheduled date, 100% of the deposit will be forfeited. 30 days as of 8/13/15.  
**\*Renter must schedule a grounds walk-through with fairgrounds staff at least 3 business days prior to setting up for the event.**

### RENTAL PAYMENT SCHEDULE Prices are quoted per/day, unless otherwise noted.

_____ \$750.00 Arena (1 day) \$ <u>2,000.00</u> deposit	_____ \$10.00 Horse Stalls-renter to furnish shavings
_____ \$1,250.00 Arena (2 day) \$ <u>2,000.00</u> deposit	_____ \$100.00 <b>Aluminum Bleachers – price per section (separate bleacher agreement must be signed).</b>
_____ \$1,500.00 Arena (3 day) \$ <u>2,000.00</u> deposit	_____ \$250.00 <b>Portable stage (separate agreement must be signed).</b>
_____ \$500.00 Mercantile Area	
_____ \$2,500.00 Grounds w/ Thompson Hall	
_____ \$500.00 Coke Stage Area	

**All food and concessions and retail vendors must be pre-approved. All Umatilla County Health requirements must be met before concessionaires will be allowed to access the Umatilla County Fairgrounds and/or serve food or beverages. Failure to meet all Umatilla County Temporary Restaurant Health requirements may result in forfeiture of event deposit and immediate removal of the concessionaire from the fairgrounds.**

### CLEAN UP POLICIES & PROCEDURES:

Renter must schedule a grounds walk-thru with fairgrounds staff prior to set-up for the event. Immediately following the event, fairgrounds staff will conduct a post-event walk-thru and all damage will be documented and condition will be assessed. The Renter is responsible for returning the facilities to at least, their pre-existing condition.

### ACKNOWLEDGEMENT OF CONTRACT:

I have read and understand all 4 pages of this contract in its entirety and acknowledge that if any of the terms are not met, or this contract breached in any way, my deposit may not be refunded and other actions may be taken.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### INSURANCE REQUIREMENTS:

Renter must obtain a \$2,000,000 liability insurance policy naming Umatilla County/Umatilla County Fairgrounds as additionally insured. The fairgrounds physical address to be listed on the policy should be PO Box 94, 515 W Orchard Ave. Hermiston, OR 97838. **Additional insured certificate must be received by the Fair Office 30 days prior to turning over the keys.**

### ADMISSION:

Umatilla County Fair will receive 15% gross of all admission received, if the amount is greater than the daily rental rate unless otherwise specified. If the admission percentage is greater than the daily rent due, the fair will not charge a daily rental rate in addition to the 15% collected.

Is 15% required of this event?      \_\_\_yes \_\_\_no      Fair Office Manager Initials: \_\_\_\_\_

### CONCESSIONS:

When concessions are sold at your event, the fairgrounds requires 15% of the total gross concessions sales unless otherwise specified. **(CASH REGISTER RECEIPTS ARE REQUIRED** in the form of a z-tape). If food or beverage is available to the public, a temporary restaurant license is required through the Umatilla County Health Department.

**\*NO GLASS CONTAINERS\***

Is 15% required of this event?      \_\_\_yes \_\_\_no      Fair Office Manager Initials: \_\_\_\_\_

### SECURITY (Local company listed for your convenience):

Two to eight DPSST Certified security officers are required for your event. One or more security personnel must have a valid Oregon Liquor Control Commission Servers Permit in order to abide by OLCC laws and regulations. All security companies must be pre-approved prior to event. **Proof of security will be required 30 DAYS prior to keys turning over the keys.**

**\*Rovers Security –Bob Putnam-Direct# 541-667-7761.**

### ALCOHOLIC BEVERAGES:

If alcoholic beverages are to be sold during your event you must call Oregon Beverage Services who holds an exclusive contract with Umatilla County through 12/31/16. 503-362-3391. Alcoholic beverages may not be sold by anyone other than Oregon Beverage Services \*Please review specific details regarding alcohol in Terms & Conditions.

Giving away free alcoholic beverages is strictly prohibited.

### PARKING:

Absolutely NO PARKING inside of fairgrounds. Supplies can be unloaded and vehicles moved to the street and/or other designated parking area.

**No cars are to be parked on fairgrounds property other than the designated dirt lot (North) of the arena.**

### LIVESTOCK , HORSES & STALLS:

Livestock and horses are not allowed on any grass. No tying of animals to fences, signs, light poles, telephone poles or structures other than those intended for animals. All stall bedding must be supplied by renter. Stalls must be cleaned out and dirty shavings and bedding disposed of by renter. All manure must be disposed of by renter. Water availability is seasonal and may not be available from October through April.

### RENTERS RESPONSIBILITIES:

- Renter (person who signed contract or designee) must participate in a walk –through inspection of the facilities and grounds prior to the event. Fairgrounds staff will conduct a post event inspection and damages will be reported to renter and renter will be charged accordingly and deposit may be withheld.
- The facility must be maintained during event. (Fairgrounds staff will not be available during your event unless prior arrangements have been made.)
- A \$25 fee will be assessed for keys not returned at the close of the event.
- Renter must Provide all equipment and labor necessary to run event. County equipment, tools and supplies will not be available for fairgrounds events.
- All trash from around the facility, parking lot and any other area used by the event needs to be disposed of by renter.
- **MUST HAVE ONSITE EMERGENCY MEDICAL SERVICE PROVIDER FOR RODEO TYPE EVENTS.**

## **ARENA ACCOMMODATIONS (Included with rental. Water is seasonal):**

- Arena
- Announcer's Booth with Sound System
- Arena watered & surface prepped prior to start of event. (Renter responsible for arena maintenance during event.)
- Concession Area
- Grandstand Area
- Parking Lot
- Stock Pens
- Restroom (Renter responsible for additional portable toilets and sinks).
- Trash Cans and Liners
- One small dumpster (only to be filled level with top of dumpster).
- Arena lighting

## **PLEASE ASK ABOUT OUR OTHER SERVICES AND OPTIONS:**

- Camping and RV hook-ups (call for availability, pricing and details.)
- Thompson Hall
- Box stalls
- Barns
- Bleachers

## **LEGAL TERMS & CONDITIONS SUMMARY :**

The leased premise shall be used for the limited purpose set forth above, and for no other purpose. If this use is prohibited by law or governmental regulation, this lease agreement shall immediately terminate.

This lease agreement is personal to LESSEE. It may not be assigned, subleased, seized by attachment or execution, or in any manner transferred to any other person or entity, whether by operation of law or otherwise.

### **LESSEE shall:**

Conform to all applicable laws and regulations of any public authority affecting the leased premises and the use, and correct at LESSEE's expense any failure of compliance created through LESSEE's fault or by reason of LESSEE's use.

Refrain from any activity that would make it impossible to insure the leased premises against casualty, or that would increase the insurance rate unless tenant pays the additional cost of the insurance.

Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of Umatilla County. In particular, and without limiting the foregoing, LESSEE shall allow no music on the leased premises after 12:30 a.m., and shall keep any and all exterior doors to the leased premises closed.

Refrain from loading the electrical system or floors beyond the point considered safe by prevailing engineering and architectural standards.

Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior wall, window, or roof of the leased premise without the express written consent of LESSOR.

Refrain from exceeding local noise ordinance.

LESSEE understands that the permanent concession stands and contents are not subject to this lease.

Before going into possession of the leased premises, LESSEE shall procure at LESSEE's cost, and shall furnish to LESSOR satisfactory evidence of, comprehensive general liability insurance with a responsible company with limits of not less than \$2,000,000. This will cover injury to attendee's as well as damage to property. Such insurance shall cover all risk arising directly or indirectly out of LESSEE's activities on or any condition of the leased premises, and shall name LESSOR as an additional insured. LESSEE will not do or permit to be done on the leased premises anything that would in any way conflict with the conditions of such insurance.

LESSEE shall be responsible for the cost of any and all repairs to or replacement of the leased premises or other Umatilla County property necessitated by the conduct of LESSEE, its agents, employees, and invitees, whether negligent or otherwise.

LESSEE shall indemnify and defend and hold harmless LESSOR from any claim, loss, or liability arising out of or related to any activity of LESSEE on the leased premise or the Umatilla County Fairgrounds, or any condition of the leased premise in the possession or under the control of LESSEE. LESSOR shall have no liability to LESSEE for any injury, or damage caused by third parties, or by any condition of the leased premises.

## TERMS & CONDITIONS SUMMARY continued:

LESSEE shall allow LESSOR, its agents, employees, and invitees, to enter the leased premises at any time for the purpose of making repairs, alterations or inspections.

All vendors, volunteers and workers may be subject to a Umatilla County background check. Umatilla County reserves the right to remove and to restrict access by any individual from its property and the fairgrounds for any reason, including matters revealed by a background check

**SMOKING/TOBACCO-Smoking is prohibited at the Umatilla County Fairgrounds including in buildings, temporary structures, outdoor areas, parking areas, entrances, exits and vehicles.** Smoking is defined to encompass use of any smoking instrument, including but not limited to cigarettes, cigars, pipes, hookahs, electronic cigarettes and vaporizers.

Organizers and attendees of ALL EVENTS on the Umatilla County Fairgrounds are required to abide by this policy and are responsible or communicating this policy to all related parties and for enforcing it for their event(s). "Organizer" is defined as including but not limited to renter, agent, lessee, vendor, volunteer, coordinator or staff. Attendees are defined as including but not limited to patrons, exhibitors, customers, visitors, guests and vendors.

**Security is required for all activities conducted on the leased premise.** LESSEE (renter) shall, after consultation with LESSOR, make arrangements for suitable security on the leased premises, at LESSEE's expense. Security must be on duty from the time the LESSEE's function or activity begins until thirty minutes after it stops. Specific security requirements will be determined by the nature of LESSEE's function or activity. LESSEE's security arrangements must be pre-approved by LESSOR. LESSOR may in its discretion require other or additional security arrangements at LESSEE's expense. Certified security guards will be used and required for public events. If serving alcohol additional security guards are required. It is the sole responsibility of the renter to control the event, protect the people present, and comply with all applicable laws and regulations. The Umatilla County Fairgrounds has no responsibility for the event, and Fairgrounds staff will not be onsite

unless contracted to do so. LESSEE is responsible for making security arrangements when equipment is stored in the building or parking lot overnight. A security plan must be provided to the Umatilla County Fairgrounds at least (30) days prior to the event. Security, Staff, Police or Fair Manager has the right to shut down your event if Security finds security is in jeopardy, if number of guest exceeds the number of guest specified and paid for in this contract, or at such time within the discretion of Security. No Exceptions, No Refunds. The Umatilla County Fairgrounds shall not be held liable for any; damage, or for items lost or stolen from the Umatilla County Fairgrounds during an event or activity, and Renter shall hold the Umatilla County Fairgrounds harmless from any claim or loss or damage.

LESSEE is solely responsible for all costs and charges associated with the function or activity conducted on the leased premises.

LESSOR has granted an exclusive license to Unruh Management for the sale of any alcoholic beverage on the premises. Alcoholic beverages may NOT be sold by LESSEE, except through the Licensee. Failure of LESSEE to comply with any term or condition of this agreement shall constitute a default by LESSEE. In the event of any default by LESSEE this lease agreement may be immediately terminated, at the option of LESSOR. Whether or not the lease agreement is terminated by LESSOR (or otherwise), LESSOR shall be entitled to recover the full amount due under the lease agreement, recover damages from LESSEE for the default, re-enter, take possession of the leased premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. The foregoing remedies are cumulative and shall be in addition to and shall not exclude any other remedy available to LESSOR under applicable law.

Upon expiration of the lease agreement or earlier termination on account of default, LESSEE shall deliver all keys to LESSOR, remove any property of LESSEE, debris and garbage, and surrender the leased premises in first-class condition and broom clean.

Waiver by either party or strict performance of any provision of this lease agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

FULL PAYMENT is required 30 days prior to LESSEE taking possession of the leased premise. In the event of cancellation by LESSEE, sum paid by LESSEE may be refunded, in whole or in part, only upon 30 days or more advance notice to LESSOR of the cancellation.

End of Event: You must make an announcement to your guest that "Alcohol will not be served after " 15 minutes prior to the end of the event. The band or DJ must stop playing music 15 minutes prior to the end event.

Gang Activity: There will be zero toleration of gang related incidences. If at any time during the event, activity such as the destruction of property, graffiti or the displaying of "Colors", confrontations, fights inside or outside of the building or parking lot, then the event will be shut down and all guests shall leave the premises. The police will be called and a report filed and the deposit will not be refunded. There will be no exceptions.

LESSEE has read this lease agreement and any and all attachment hereto, and understands and accepts all of the terms and conditions thereof.

If you are interested please mail the contract with your deposit to Umatilla County Fairgrounds, PO Box 94 Hermiston, OR 97838.

**Premises must be vacated nightly by 12:00 midnight following the event agreed upon in this contract, unless otherwise shut down by law enforcement, security or fairgrounds staff.**