



UMATILLA COUNTY FAIRGROUNDS
 515 W. ORCHARD AVE.
 PO BOX 94
 HERMISTON, OR 97838
 Ph: 541-567-6121 Fx: 541-567-8115
angie.mcnalley@umatillacounty.net

OFFICE: _____	Event Date: _____
(Version 1.22.16)	
<input type="checkbox"/> Deposit rec'd in full	<input type="checkbox"/> Contract signed
<input type="checkbox"/> White board updated	<input type="checkbox"/> Full pmt rec'd
<input type="checkbox"/> Web schedule updated	<input type="checkbox"/> Ins. Rec'd
_____ OLCC Server	<input type="checkbox"/> Sec verified
<input type="checkbox"/> OLCC verified	<input type="checkbox"/> Keys p/up
Payable submitted on _____	<input type="checkbox"/> Keys retrnd

Fairgrounds Facility Rental Agreement & Contract

Please read complete the following contract. It is **your responsibility as the Lessee/Renter** to understand all rental rules and guidelines outlined in this contract. If you have any questions about anything outlined in this contract, contact the Fairgrounds office immediately. Please keep with you during the rental in case any questions should arise.

LESSEE INFORMATION:

Event Name: _____ Contact: _____ Phone: _____
 Mailing (for deposit refund): _____ City, St Zip _____
 E-mail: _____ @ _____ Type of Function: _____
 Other Contact: _____ Phone: _____

RENTAL INFORMATION: **Premises must be completely vacated by 12:00 am or at Security Officers discretion, unless prior arrangements have been approved through the Fair Office.**

Actual Date(s) of Event: _____ Set-Up Date: _____ Event hours: _____ to _____ *Admission \$ _____
 Area(s) Leased: _____ Thompson Hall Alcohol Served at: _____ | Number of Guests _____

OTHER AREAS: _____
Hand wash or antibacterial stations must be provided by Lessee, for animal contact with the public.

SPECIAL REQUESTS (ADDITIONAL FEES MAY APPLY):

Circle Request: Stage Risers Aluminum Bleacher(s) \$100 each. Must sign bleacher agreement.
 Chairs # _____ Tables # _____ Table type _____ Other requests: _____

RESERVATION / CANCELLATION POLICY:

Event dates **will not** be reserved until the deposit is paid in full. Rent is due **one month prior** to your event. If the event is cancelled within 30 days of the scheduled date, 100% of the collected rent and deposit will be forfeited. 30 days as of _____. A \$25 fee will be charged to the renter for all returned checks or NSF fees.

RENTAL PAYMENT SCHEDULE (Per day unless otherwise noted):

\$625.00	Thompson Hall (\$300 deposit)	\$1,500.00	Main Stage-3 Day Min (\$500 dep)
\$100.00	Extra Day Event Setup (insurance must cover)	\$7.00	Round Tables (On Grounds Only)
\$300.00	Rankin Pavilion (\$300 deposit)	\$14.00	RV Full Hook Ups
\$500.00	Mercantile Area (\$300 deposit)	\$500.00	Coke Stage Area (\$300 deposit)
\$2,500.00	Grounds w/ Thompson Hall (\$1,000 dep) (Typically includes Thompson Hall, RV park and outdoor areas west of the arena, unless otherwise specified)	Temp restaurant license required for all food & beverages offered or sold at public events. How many food vendors will you have? _____ (please review concessions requirements on pg 3)..	

REFUNDS:

- The Fairgrounds will consider refunding the deposit, if the facilities are not damaged and all Renter responsibilities as listed in **pages 1-5 of this contract are fulfilled**. Refunded deposits will be issued to the **listed contact** and mailed to the mailing address on the signed contract, within the 2 weeks following the event.

AGREEMENT OF CONTRACT TERMS:

I have read and understand the Rental Rules AND Rental Contract version 1.22.16 in its entirety and agree to the terms stated in all 5 pages of this document.

SIGNATURE: _____ DATE: _____

THOMPSON HALL ACCOMMODATIONS:

Tables (8' and 6' rectangle)	Restrooms (separate male and female)
Chairs (typically 8 per table)	Trash cans and liners
Kitchen (non-commercial)	Small outdoor dumpster
Parking Lot	Clean, "turn-key" ready facility

Previously scheduled grounds events and or equipment rentals, may affect the availability of tables and chairs.

THOMPSON HALL RENTAL:

DEPOSIT: \$300.00

RENT: \$625.00

1 DAY PRIOR SET UP FEE (optional): \$100.00

INSURANCE/SAFETY REQUIREMENTS: Paid at Fair Office with debit card.

Single building or single area events require \$700,000.00 of liability insurance naming Umatilla County Fairgrounds as additionally insured with 515 W Orchard Ave. Hermiston, OR 97838, listed as the event location.

The following types of events require \$1,000,000 liability: Arena events, multi-building/multi-area and events with animals larger than dogs. (3,000,000 for events with bulls or larger animals).

Some types of temporary event insurance can be purchased online with a debit or credit card at the Fair Office, or by visiting www.onebeaconentertainment.com, click on Tulip Event Insurance and use our Entity Code 0501-AG3. Prices vary. **Required insurance documents must be received by the Fair Office, 30 days prior to event.**

RODEO TYPE EVENTS ARE REQUIRED TO SECURE AN ONSITE EMERGENCY SERVICE VEHICLE WITH THE LOCAL EMERGENCY SERVICES AGENCY.

SECURITY (Local company listed below for your convenience):**Rovers Security Account Manager BOB PUTNAM: Direct: 541-667-7761**

Hired security services must be certified & bonded in the State of Oregon.

- **All security must be DPSST certified.** ("Certification" means recognition by the Department of Public Safety Standards and Training that a private security professional meets all of the qualifications listed in ORS 181.875.)
- **At least one Security Guard must have a valid OLCC Servers Permit in order to keep the event's alcohol server accountable per OLCC laws and regulations.** (Oregon law requires servers to have a service permit if they mix, serve, or sell alcohol by the drink in a licensed business. Managers who supervise employees who mix, serve, or sell alcohol must also have a service permit.)
- Security must be present for the duration of all parties, dances and weddings **even if alcohol will not be served.**
- **2 to 8 Security Officers** are required for each event, unless otherwise stated by the Fairgrounds Management.
- All security companies must be pre-approved prior to event. **Proof of security will be required 30 DAYS prior to keys being released.** *NOTE* The Umatilla County Fairgrounds has 24 hour camera surveillance.

NON-SALE ALCOHOL SERVING AND KITCHEN:

Thompson Hall is **not** equipped with a commercial kitchen. It has a warming kitchen with minimal amenities. The refrigerator **shall not** be used for storing of alcoholic beverages.

If alcoholic beverages are offered at your event, they must be served by an Oregon Liquor Control Commission licensed server. Server(s) shall serve no visibly intoxicated person. All alcohol is to be served in clear cups or cans, **NO GLASS CONTAINERS AND NO HOME-MADE ALCOHOLIC BEVERAGES.** An OLCC licensed server is required to be on premise at all times when alcohol is present and must control access to all of the alcoholic beverages. Your server is required to provide their ID and OLCC license **30 DAYS prior to keys being released.**

If alcohol is discovered at parties booked as "non-alcohol" parties, the party will be shut down by security and/or law enforcement, management or staff.

Keys will not be issued without event insurance, payment in full, verification of required security services and verification of your alcohol server's information.

BEVERAGE SERVICES for the SALE of ALCOHOLIC BEVERAGES:

Unruh Management and Consulting, LLC is under contract with Umatilla County as the exclusive provider of all alcoholic beverages sold on the Umatilla County Fairgrounds. They provide different styles of service to fit the type of special event that you choose to have on the grounds.

From beer, wine and spirits service for weddings and banquets, to your largest fair, trade show or themed festivals Unruh's 35 years of experience can answer the questions you have regarding your event. If alcohol will be sold at your event, you are required to contact the County's Licensee, Carroll Unruh @ 503-480-5485 or the fairgrounds office 541-567-6121.

LESSEE/RENTER MUST:

- Participate in a walk through inspection of the facility and grounds prior to and following the event.
- Maintain the facility during event. (Fairgrounds staff will not be available during your event.)
- Provide all ice and coolers for event.
- Provide all equipment and labor necessary to run event.
- Pick up all trash from around the facility, parking lot and any other area used by the event.
- Remove any event garbage exceeding the capacity of the provided dumpster from the fairgrounds.
- Return the facilities to their original state at the close of the event.
- Wipe down all tables used and stack them back on the cart.
- Stack all used chairs.
- Remove all items from the kitchen and refrigerators.
- Supervise children and keep them off of fairgrounds structures for safety reasons.
- Keep all vehicles off of grass and out of the fairgrounds unless previous camping arrangements have been approved.
- Keep all dogs on a leash and pick up all animal waste.
- Keep horses OFF of grass and do not tie them to chain link fences.
- Rake out all stalls and areas with shavings or dirt, and pile manure for easy pick up.

ADMISSION CHARGE:

Umatilla County Fair will receive 15% of all money received for admission, or the rent, whichever is greater.

CONCESSIONS/FOOD:

When concessions are sold at the event, the fairgrounds are entitled to 15% of the total gross sales. (Gross sales are defined as the total money received for concessions). **CASH REGISTER RECEIPTS ARE REQUIRED. If food or beverage is available to the public, a temporary restaurant license is required through the Umatilla County Health Department.**

PARKING:

Absolutely NO PARKING inside of fairgrounds. Unloading and loading of equipment, food and supplies can be unloaded by Thompson Hall, then vehicles need to be moved to the street and/or other designated parking area. **No cars on the fairgrounds.** Parking is available in the Rodeo Arena if it is not being used for an event.

STAFF/VOLUNTEERS:

ALL COMMUNITY SERVICE OR COMMUNITY CORRECTIONS VOLUNTEERS AND ALL STAFF MUST BE PRE-APPROVED WITH THE FAIRGROUNDS MANAGER BEFORE ACCESS TO THE FAIRGROUNDS WILL BE CONSIDERED. ALL COURT DOCUMENTATION MUST BE PROVIDED FOR COMMUNITY CORRECTIONS OR COMMUNITY SERVICE WORKERS. 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

EQUIPMENT USE:

All fairgrounds tools and equipment are property of Umatilla County and are not available for rent or use by Lessee or the public. Lessee must provide all equipment and tools required for the set-up and tear down of their event. The Fair Office must have advanced notification of all equipment & vehicles to be used on the grounds along with all equipment deliveries and pick-up.

RETURNED CHECKS:

\$25.00 fee will be charged to the renter for each returned check or NSF fee.

TERMS & CONDITIONS:

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.

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 \$300,000 (or \$1,000,000 if required). 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.

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.

Security is required for activities conducted on the leased premise. LESSEE 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 alcohol monitor is required. It is the 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.

(con't) TERMS & CONDITIONS:

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 or Fair Manager has the right to shut down your event if Security finds security is in jeopardy, if number of guests exceeds the number of guest specified and paid for in this contract, or at any other 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. If alcoholic beverages are to be consumed on the leased premises, LESSEE shall obtain the appropriate Oregon Liquor Control Commission (OLCC) license, and furnish evidence thereof to LESSOR before occupying the leased premises. Such license shall be displayed at the leased premises during LESSEE's function or activity. LESSEE shall serve no visibly intoxicated person, and shall serve no person after 12:30 a.m. **OLCC PERMITS:** A valid OLCC permit must be obtained and submitted to the Umatilla County Fairgrounds and the local Police Department, if alcohol is sold or served at public events. All alcohol is to be served in clear, see-through cups. An OLCC Licensed server is required on premises at all times when alcohol is served. **ALCOHOLIC BEVERAGE SALES:** LESSOR has granted an exclusive license to Unruh Management and Consulting, LLC (Licensee) 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.

SMOKING/TOBACCO-Smoking is prohibited at the Umatilla County Fairgrounds including 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.

Effective July 1st, 2014, TOBACCO will be prohibited on all Fair/Fairgrounds property.

Organizers and attendees of ALL EVENTS on the Umatilla County Fairgrounds are required to abide by this policy and are responsible for 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.

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 the premises must be cleared by 12:00am, 30 minutes prior to the end of the event to make sure everyone is out by 12:00am. The music must stop 30 minutes prior.**

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. Renter will be charged \$300.00, and the cleaning deposit will not be refunded. There will be no exceptions.

By signing page one of this document the LESSEE has read this lease agreement in its entirety and agrees to any and all attachment hereto, and understands and accepts all of the terms and conditions thereof.

Please call the Umatilla County Fair Office for scheduling availability and return the signed contract with your payment to Umatilla County Fairgrounds, PO Box 94 Hermiston, OR 97838.