

Bonner County Fairgrounds

INTERIM EVENT POLICY HANDOUT

1/2018

INTRODUCTION

This manual contains the general policies and procedures adopted by Bonner County Fair Board, hereinafter referred to as the "Fair Board," governing interim events presented in the fairgrounds by Lessees. **Lessees** include any organization or person. **Interim Events** include any commercial enterprises, displays, entertainment or recreational activities in any Fairgrounds facility or on any part of the Fairgrounds, which are not held during the **Bonner County Fair**. Lessees must refer to the duly executed Interim Events Contract to determine the specific contractual rights and responsibilities of each of the parties. **Lessees: when you promote a show at our facility, it is your responsibility to educate your exhibitors and vendors or these rules and regulations.**

POLICY CHANGES

The County and/or Fair Board reserve the right to modify or to change these policies or rental rates at any time upon its sole discretion. Reasonable efforts will be made to notify Lessee of any such modifications or changes.

RENTAL AGREEMENT

No organization or person may use any portion of the Fairgrounds without having first signed an Interim Events Contract. An Interim Events Contract must be signed by the Lessee and by authorized representatives of the Fair Management, prior to the Lessee beginning any activities on the Fairgrounds. Contracts must also contain the names and signatures, authorized by the Lessee, to sign for other incidental charges. The Interim Events Contract will contain a description of the Lessee's event, and all of the details, which are involved with it.

CAMPING

There is a \$25.00 per night assessed fee for overnight camping during events. Campers must have reservations and are limited to Seven (7) days. We are an Idaho RV Campground initially funded with State registered RV grant dollars. Gravel pads, restrooms with showers, two host sites (with sewer hook-ups), electrical 50 amps, 30 amps and 20 amps on each pedestal, water, two barbecues and picnic tables can be found on site.

ANIMALS

Animals are not allowed in any buildings, barns, or arenas, except disability-related guide dogs and/or animals directly associated with show. Permitted animals must be leashed and/or controlled. Animal abuse or neglect will not be tolerated on the Bonner County Fairgrounds. No livestock animals are allowed in the campgrounds.

FUNCTION SHEET

The Lessee must complete and return a Function Sheet with the signed Contract. A set-up diagram showing the physical layout of the event must accompany the function sheet.

CONTRACT MODIFICATIONS

Any amendments, additions or deletions made to the Interim Events Contract, including the Function Sheet, must be executed, in writing, by the Lessee and the Fair Board, prior to any scheduled event, unless any such amendment, addition or deletion is a result of the adoption or implementation of a County policy, rule or regulation.

EVENT MONITORING

The County, through its authorized representatives, reserves the right to enter into any Fairground premises or area in use by the Lessee for the purpose of monitoring compliance with the Interim Events Contract or County Policies. Further, the County and/or Fair Management reserves the right to enter the premises or area for purposes of repair or improvement, providing that such entry and work will not interfere with Lessee's operation and in all cases of emergency as determined by County and/or Fair Management.

FEE SCHEDULES

The Lessee shall pay to the Fair Association a sum based on the facilities rented, utilities, plus costs and incidental charges for the use of the above-mentioned Fairgrounds facilities. See Fee Schedule for rates.

CONDITION OF PREMISES

The Lessee accepts the grounds and building facilities, as they exist. Should the Lessee review an area and feel it is unsafe, the Lessee should report the condition immediately to the Fair Management.

GENERAL COMPLIANCES

The Lessee agrees to comply with all applicable federal, state, and local ordinances and statutes, and to assume full responsibility for payment of all sales taxes and inspection fees.

IDAHO SALES TAX ACT

The Idaho Sales Tax Act requires every retailer engaged in business in Idaho to obtain a seller's permit from State Tax Commission. Retailers are also required to collect 6% Idaho sales tax on each retail sale that is not exempt from tax. This tax immediately becomes property of the State held in trust by the retailer. Each retailer should display its seller's permit so that State Tax Commission representatives can see it, without having to interrupt the retailer. Except for unusual circumstances, there is no charge for an Idaho seller's permit. Contact the local State Tax Commission office to obtain a permit. The City of Sandpoint is collecting a 1% Sales Tax.

BOOKINGS AND RESERVATIONS FOR EXISTING, ANNUAL EVENTS

The Fair Board accepts contractually binding bookings up to twelve (12) months in advance. **Existing, annual events will be given renewal preference on their date, using the following formula:** If your event wishes to book the same date for a subsequent year, you must notify in writing the Bonner County Fair management of your intention to book that date within 90 calendar days following the prior event. After notifying us of your intent to again book the same date, fair management will tentatively book your date, if it does not cause undue impact on the Fairgrounds budget or personnel. We will send you an Interim Event Contract and all necessary forms the second week of the December. That contract must be received by us, executed by you, by January 20th or 30 days after it is issued. Said contract must be accompanied by a deposit check(s), or said date will not be booked for you, and may be made available for another event.

BOOKINGS AND RESERVATIONS FOR NEW EVENTS

New events are booked on a firm basis; when the Interim Events Contract including the deposit payment has been received and approved.

RETURNED CHECKS

A \$30.00 fee will be charged for any checks returned to the Bonner County Fair Association for insufficient funds.

SMOKING

By Idaho Code, smoking is prohibited inside all Fairgrounds Buildings, Barns, Arenas, and Grandstands. There are ashtrays, located conveniently, in outside **designated areas** where Lessees and their exhibitors are allowed to smoke. No smoking within 20 feet of any entrance to building or barn.

GAMES OF CHANCE

The County prohibits all forms of gambling and games of chance during any and all events on the Fairgrounds, unless such games are specifically permitted under Idaho law and Lessee has obtained advance approval from the County and/or Fairboard. **Raffles may not be conducted by Lessee, unless Lessee is a qualified charitable organization and has obtained a license from the Idaho State Lottery Commission in accordance with Idaho law,** and has filed a copy of the license with the Fairgrounds management ten (10) working days prior to the event.

RAFFLES/DRAWINGS

At least one month prior to the event, the Lessee must provide the Fairboard with a completed "Raffles/ Drawing Request" form for each exhibitor who wishes to hold a raffle/drawing at the event. All exhibitors who wish to hold a raffle/drawing must fill out a copy of this form and mail or fax it to the Fair office. Within two weeks after the event, the Lessee must provide the Fair office with a completed "Raffle/Drawing Report" form for each exhibitor that held a raffle/drawing at the event. See additional requirements and instructions with forms.

THEFT AND AFTER-HOURS POLICIES

The County and/or Bonner County Fair Association are not responsible for the loss of the Lessee's or any exhibitor's goods or displays by theft or any other means, including loss by fire. It is the responsibility of the Lessee, and each exhibitor, to ensure that their goods or displays are locked and secured against loss by theft at any time the goods or displays are left unattended, including the hours that their event is not open to the public. Lessees who have shows that feature expensive or vulnerable items need to ensure that they have proper security personnel guarding their event at all times that Lessee is not in attendance. **No person shall be, or remain, in any building on the Fairgrounds during designated locked, closed or secured times except for authorized security personnel conducting extended or overnight security, if provided, or for other County and/or Fair management personnel.**

*** INTERIM EVENT FOOD VENDOR REQUEST FORM**

The Promoter of an Event is required to have the Food Vendor at their event, turn in the form "INTERIM EVENT FOOD VENDOR" to the Bonner County Fair Office.

BONNER COUNTY FAIRGROUNDS FIRE SAFETY

We encourage all Lessees to contact the Sandpoint Fire Chief if you are not sure if your floor plan is acceptable. The Fire Chief may walkthrough your show/event at anytime, and if he finds problems with aisle widths, emergency exits, fire lanes, etc., he may insist that you move items until you are within the County/City Codes. The Sandpoint Fire Chief has the authority to close your show/event down, and we may, at anytime, ask him to look at your floor plan. If we find it to be questionable, we will notify you of any changes necessary to comply.

BONNER COUNTY FAIRGROUNDS SECURITY

The Lessee shall provide such security as is reasonably necessary for the safety and protection of exhibitors and the public attending their event. **Security is not always required for an event, but it is strongly recommended, and depending upon the event, you may be required to provide security service.**

BONNER COUNTY FAIRGROUNDS INSURANCE PROVISIONS

The Lessee shall provide a certificate of Workers' Compensation Insurance for the entire Lessee's employees, staff, representatives or agents, or proof that such insurance is not required by the law under the circumstances. The State of Idaho Industrial Commission will make the determination, and encourages your calls to discuss your particular Workers' Compensation issues.

BONNER COUNTY FAIRGROUNDS VEHICLE REGULATIONS

Due to Bonner County insurance requirements and regulations parking is prohibited at all times in fire lanes or through-traffic lanes by order of the Sandpoint Fire Chief. The Fairgrounds will strictly enforce these rules, including ticketing and/or towing vehicles violating these provisions at owner's expense. Lessees, please communicate these vehicle regulations to your staff and exhibitors. Together, we can reduce parking problems during events at the fairgrounds. **Parking in front of the fair office is reserved for Bonner County Fairgrounds personnel only. Violators will be towed at their own expense.** Vehicles are not to be left on fairgrounds after Lessee's event. No ATV's or golf carts on fairgrounds without proof of insurance to fair staff prior to event.

BONNER COUNTY FAIRGROUNDS DECORATING SERVICES

The Lessee may hire an outside decoration service to supply its own decorating services. The decorator must provide all its services during the time the Lessee has possession of the area(s) rented. Additional move-in and out time must be prearranged by the Lessee through the Fairgrounds office. Additional fees will be applied for extra move-in and move-out days. Insurance coverage must be in effect during these times. Lists of decorators are available in the Fair office.

BONNER COUNTY FAIRGROUNDS SIGNS & BANNERS

All advertising space on the Fairgrounds is exclusive property of the County. No signs or banners will be permitted on any location of the fairgrounds without prior approval of the Fair Board/Fair Management. Signs or banners on the Fairgrounds directing the public to the event may be placed on the day of the event **only** and must be removed **immediately** following the event. Signs or banners on the Fairgrounds advertising an upcoming event may be placed no more than **seven days** prior to the to the event unless there are no other events going on at the Fairgrounds at the time of sign placement. The Fairgrounds offer an event sign in the front parking lot; it is available for a banner. Lessee may request availability and approval from Fair Director. The Bonner County Fair Board offers advertising in the Fairbook and Rodeo Program, if interested please contact the Fair office, 263-8414. FLAGS are designed and made for businesses or events to be display from July to October. The FLAGS are great advertising tool. The fee covers a five year time frame. Forms are available in Fair office. The Flags are displayed in designated areas in the main parking lot, visual to all travelers on North Boyer.

BONNER COUNTY FAIRGROUNDS WATER

Lessees and exhibitors needing water may use the faucets inside or outside. The Lessee may be charged for excessive water usage. Wash rack area located behind the Cattle Barn will be metered. Each horse event will need to have the wash rack area unlocked and meter turn on. A specific amount of water has been allocated for horse related events. The County does not permit the use of fire hose connections or hydrants for any Lessee or exhibitor.

BONNER COUNTY FAIRGROUNDS MAIL AND DELIVERY POLICY

We wish to inform you and your vendors that the Fair Office Manager *cannot accept* any item shipped to the Fairgrounds for your event. We will direct the delivery company to the building you have rented for the event, but the vendor needs to have someone able to sign for the shipment. Otherwise, the administrative office will have no choice but to request that the delivery company return the shipment to their holding facility and you or your vendor will need to contact the delivery company directly.

Please read all Bonner County Fairgrounds Standard operational Guidelines of rules, procedures and related paperwork.

Fill out and return bottom section with your paperwork.

I have read the above Interim Event Policy Guideline Handout and understand and acknowledge them. All terms of this agreement will be strictly enforced.

Initials _____

As authorized Representative of the above named applicant I hereby agree to abide by the Interim Event Policy Guideline Handout terms and Rules and Responsibilities for Use stated herein. I further acknowledge that the only remedy available to the licensee upon failure of Bonner County to perform it's obligations pursuant to the terms of this handout is possible return of deposit fees previously paid.

Organization: _____

Name of Event: _____ Contact Person: _____

Phone: _____ Fax: _____ Cell: _____ Email: _____

Mailing Address:

Street or PO Box City State Zip

Actual Dates of Event: _____ Purpose or Activity: _____

Authorized Representative Signature Date _____

Accepted by Fair Director Date _____