



EXHIBIT A

Grant County Fairgrounds
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grantcountyfairgrounds@co.grant.wa.us

Grant County Fairgrounds Facility Use and Rental Policies

1. **Process:** The application process does not guarantee approval and all applications are subject to review and approval by the Fairground Director. Grant County Fairgrounds and/or Grant County retain sole discretion regarding final approval of any and all applications and/or contracts.
2. **Purpose and Scope:** All users of the Grant County Fairgrounds or any facilities thereon shall abide by and conform to the policies, rules and regulations set forth in this Facilities Use and Rental Agreement, the Facility Use and Rental Policies and any other agreement, oral or written that serves to define the use of the Grant county Fairgrounds.
3. **Materials:** All persons seeking to rent facilities at the Grant County Fairgrounds must submit the following materials to the Fairgrounds office at least 14 days prior to the contracted dates:
 1. A completed Facility Rental application;
 2. A signed copy of the Facilities Use and Rental Agreement;
 3. A Certificate of Liability Insurance;
 4. A Banquet Permit or Special occasions License, as may be required;
 5. An Arena Condition Worksheet, as may be required;
 6. A Schedule of the entire event, as may be required; and
 7. A \$300 nonrefundable reservation fee, a \$650 damage deposit, and payment in full of rental rates.

PROVIDED: Applications or Agreements may be rejected and deposits forfeited in the event the Lessee fails to submit all materials in a timely manner.

4. **Cancellation:** In the event of a cancellation, the entire reservation fee will be retained by the Grant County Fairgrounds. If the event is cancelled within 30 days prior to the scheduled date, no payments applied towards the event will be returned to the Lessee.
5. **Facility Use Agreement:** Any event or activity occurring on the Grant County must have a written and signed Facilities Lease Agreement with the Grant County Fairgrounds authorizing that activity. Subject to the terms and conditions set forth in a Facilities Lease Agreement, Grant County grants Lessee satisfy the terms of the Facilities Lease Agreement shall grant Grant County Fairgrounds management

the right to prohibit entry onto the Grant County Fairgrounds and to cancel any agreement.

Any party interested in leasing the available facilities of the Grant County Fairgrounds will have an opportunity to apply for any date.

Negotiations do not constitute an agreement though negotiations will serve to reserve a building or area and guarantee the applicant priority until an agreement is reached or the parties abandon negotiations. Agreements are final when the Facilities Use and Rental Agreement is received and signed by both parties.

6. **Assignment or Subletting:** Lessee expressly covenants that Lessee shall not voluntarily or involuntarily assign, encumber, mortgage or otherwise transfer this Agreement, or sublet any areas, buildings or other property, any part thereof, described in or included in this Agreement the Demised Premises, or suffer or permit such areas, buildings or other property, or any part thereof, to be used or occupied by others, by operation of law or otherwise, without the prior written consent of Lessor in each instance. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void.
7. **Reservations:** The Grant County Fairgrounds' Director reserves the right to accept or deny any application. If an application is rejected, the Grant County Fairgrounds' Director will state the reason for the rejection in writing. In the event of a cancellation, the fairgrounds shall retain the entire facility rental amount.

All facility use fees will be quoted from the current rate sheet.

All parties will be asked to sign a Facilities Lease Agreement. The Facilities Lease Agreement will specify at a minimum, all the details of the agreement including any accessory items to be leased, the event date or dates, the move-in and tear down dates, and the hours of use for the specified time. Any services provided to Lessee outside of those specified on the Facilities Lease Agreement will be charged appropriately.

Upon signing of the lease agreement, the Lessee is required to pay a

Security/Damage/Cleaning deposit in the sum of \$650.00. Additional charges for camping, RV, additional labor, etc. are due no later than 30 working days after the final day of the event.

The entire use fee must be paid in full no later than 14 days prior to the event or 30 days after the event for "equine" events unless advanced arrangements have been made with the Grant County Fairgrounds office. Finance charges will be assessed on all late payments.

8. **Damage Deposit:** The \$650 damage deposit will be returned if the area, buildings, or other property subject to this Agreement, are clean of all debris, and no damage has occurred during the event. Such areas, building, or other property shall include, but may not be limited to, parking lots, building, campsites, flowers, grass, trees, and all companion areas utilized during the event or accessed by persons during the event.

Repairs will be deducted from the damage deposit at the rate of \$60.00 per hour or \$80.00 per hour with equipment, plus applicable taxes and material costs. All rental fee or fines, including any additions to the billing, will be paid before the deposit is returned, or taken out of the damage deposit. Cleanup or damages beyond the amount deposit will be the responsibility of the Lessee.

9. **No Smoking Policy:** Smoking within the Grant County Fairgrounds is strictly prohibited with the exception of designated smoking areas established by the grant county Fairgrounds. A list of these areas may be obtained from the Grant County Fairgrounds Office.
10. **Non-Profit Discount:** To qualify for a 25 percent reduced non-profit rate on buildings, applicants must be incorporated under the laws of the State of Washington as a non-profit organization; must have additionally qualified for tax exempt status under the Washington Department of Revenue section 501(c) or exempt status under section 501(c)(3) of the Internal Revenue Code on or before the date of your event; and, must provide documentation or materials reflecting such qualifications and status.
11. **Food Concessionaires:** All food vendors who require either Grant County Fairgrounds power and/or water contract directly with the Grant county Fairgrounds. The vendor shall pay twenty percent (20%), or fifteen percent (15%) with proof of valid nonprofit status, of the gross concession sales after taxes for either each day of the contracted even. Full payment must be paid within 10 business days of the end of the contracted event. Concessionaire is responsible for removing all trash and grease, and provide own bladder for gray water. An additional \$250.00 will be charged to the Concessionaire if trash, gray water and grease are not cleaned up and removed.
12. **Admissions:** It is the responsibility of Lessee to insure that admission tax laws are followed and the appropriate payment is made. If you are selling anything, directly or indirectly, you must have a temporary County business license. Also, you will not be allowed your 25% reduction for 501(c) status if you fall under the Commercial Activities, (see below). Please contact the Grant County Fairgrounds office for the applicable Admission Tax paperwork.
 - a. **Commercial Activities:** A Commercial Activity is defined as any event where the Lessee does not qualify for tax exempt status under IRS code section

501(c) and spectators are charged an admission fee to the contracted event. Such a Lessee shall pay the Commercial Use Lease fee. Proof of admission sales must be arranged with the Grant County Fairgrounds office.

- b. **Non-Commercial Activities:** A Non-Commercial use is defined as (1) any use by an entity that has qualified for tax exempt status under IRS code section 501(c) and provides proof of such qualification, such a Lessee shall pay the Non-Commercial Use rate less 25%, or (2) a use by an entity that does not so qualify and where spectators are not charged an admission to the contracted event.
13. **Electrical Wiring:** No electrical wiring is to be done on the Grant county Fairgrounds grounds by any concessionaire, exhibitor or lessee without permission of and under supervision of the Grant county Fairgrounds. The cost of additional wiring or electrical service in excess of what now is installed shall be the obligation of the Lessee, and must be installed by a licensed electrician. The Grant county Fairgrounds obligates itself only to electrical service lead limits as presently configured, and assumes no responsibility for damage due to overloads, low voltage power spikes, or any other damages due to inappropriate or improper loading of the Grant County Fairgrounds' electrical system or the condition of the power as delivered to the facilities. Lessee is strongly encouraged to inspect the electrical services and determine whether the present configuration will support their service load requirements.
 14. **Removal of Temporary Structures:** The Lessee shall remove temporary structures from leased space immediately after the close of occupancy, or secure written permission to further hold space and later remove temporary structures. Failure to comply shall cause property to be forfeited to the Grant county Fairgrounds or an additional daily charge to be assessed, at Grant County Fairgrounds' option.
 15. **Alcohol:** Lessee is responsible for complying with all laws of the State of Washington and Grant County concerning the consumption of alcoholic beverages on public property. Lessee must apply for a Washington State Liquor Control Board Banquet Permit or a Special Occasion Liquor License. A Banquet permit is obtained, at least two weeks prior, when alcohol is not charged to attendees, and a Special occasion Liquor License is obtained, at least 90 days prior to the event, when alcohol is charged to attendees. Even if Lessee has made arrangements with a bartender or other entity who has an offsite liquor license, Lessee must still obtain a Banquet Permit. At all times material herein, Lessee shall be the responsible party concerning service of alcoholic beverages. Applications are available at the Washington State Liquor Website (liq.wa.gov). Proof of approved Washington State Liquor Control Board Banquet permit or Special occasion Liquor License must be submitted to the Grant county Fairgrounds no less than two weeks prior to the scheduled event.

16. **Activities & Advertising:** The Lessee shall keep all activities and advertising matter within the space designated and shall place no advertising on the outside of the permanent buildings without the Grant County Fairgrounds' permission. The Grant County Fairgrounds will make the best effort to contract each public event coordinator in order to showcase the event on the Grant County Fairgrounds' website and/or reader board located on the Grant county Fairgrounds.
17. **Event Set-up:** The day prior to the scheduled event may is given to the lessee to set-up of the event for no additional charge. A set-up day is defined by the Grant County Fairgrounds as a day, consisting of the hours of 8:00 am to 5:00 pm, needed to set-up equipment and/or decorations necessary for the event functionality. If time is needed to set-up after 5pm, the lessee can request a late set-up for an additional \$200. No arena usage, ground workups or kitchen usage will be permitted on scheduled set-up days.

The Lessee is required to submit an Event Worksheet to Grant County Fairgrounds staff no later than two weeks before the event as Grant county Fairgrounds staff is required to set up accessory equipment for events. The Worksheet should indicate the requested amount for tables, chairs, PA systems, stage and/or risers, etc., including dimensions for ring sizes and arena conditions. It is the additional set up and take down time that will be charged to the Lessee at the rate listed on the rate sheet for equipment and labor charges unless otherwise covered in a contractual agreement.

One arena work up will be provided with the rental of the facility. Each additional work up will be charged at an \$80 per hour with a minimum ½ hour charge.

If you need the maintenance staff outside of our normal working hours, you must make arrangements at least two weeks in advance of the event to allow staff scheduling and avoid extra charges. If staff is required to be called in for a specific event after normal scheduled hours, the lessee will be charged a minimum of \$60 per hour for a minimum of two hours.

Lessee may provide their own equipment to work the surface of the arena(s), if arrangements are made at least thirty days prior to the event. No Lessee will be allowed to work more than the surface of the arena. If lessee violates the conditions of this agreement, they will be responsible for any and all cost to repair the arena.

Lessee is responsible for area clean-up if not otherwise covered in a Facilities Lease Agreement.

18. **Security:** The Fairgrounds, at its sole discretion, contracts with a licensed security vendor for all events, as determined to be necessary by the Fairgrounds. Please see the provided Security policy for personnel requirements. All security personnel must remain on the premises and on duty until everyone is gone, including the

event coordinator or clean-up staff. *A security lead will be on-site two hours prior to the scheduled start of the event.* Additional charges, at the sole discretion of the Fairgrounds office, shall be billed to the Lessee if the event time exceeds the duration of the security personnel contract. *The Fairgrounds Director reserves the right to require additional security personnel including the use of Grant County Sheriff's deputies contracted through the Sheriff's office.*

19. **Event Monitoring:** Grant County Fairgrounds reserves the right of entry onto the leased premises for the purpose of monitoring compliance with all stated policies and conditions of the lease agreement. Further, grant County Fairgrounds reserves the right of entry to perform repairs or improvements providing that the entry shall not unreasonably interfere with Lessee's operation of their event. Grant county Fairgrounds reserves the right to determine a condition of emergency and to act accordingly.
20. **Use of Facility and Premises:** Lessee shall not do or permit any act or thing which is contrary to any Legal Requirements or Insurance Requirements, or which might impair the value or usefulness of the facility or premises, or any part thereof. Lessee shall not use, or allow the facility or premises, or any part thereof, to be used or occupied, for nay unlawful purpose or in violation of any certificate of occupancy, and shall not suffer any act to be done or any condition to exist within the facility or premises, or any part thereof, or permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.
21. **Parking and Traffic Control:** Designated parking for each event will be assigned by Grant County Fairgrounds management. No non-RV parking is permitted on the grass. For any Equine event, parking is provided in designated areas. Guests camping on the facility may not park in or on the grass next to their camper or in the camping facility or they will be charged an additional camping fee.

Traffic control and RV/Camping verification is the sole responsibility of the Lessee. If due preparation and care is not exercised by Lessee, Grant county Fairgrounds reserves the right to provide needed personnel, at the expense of the Lessee, to meet Grant County Fairgrounds and parking shall not obstruct fire hydrants or fire stations. Any vehicle or equipment parked in fire lanes will be removed at the owner's expense.

22. **RV and Overnight Camping:** The Grant County Fairgrounds offers "dry" (no utilities used) tent or vehicle camping and RV hook-up to power and water space or power.

Charges for the spaces shall be verified and collected in the following manner:

At a pre-agreed time, a principle of the Lessee and a representative of the Grant County Fairgrounds shall identify and certify that a vehicle or individual using a space is a participant in the event contracted by the Lessee. Daily counts will be conducted by Grant County Fairgrounds staff. The space used shall be logged by the Grant County Fairgrounds staff and then verified by signature each day with a final authorization at the end of the scheduled event by the Lessee or other authorized guest as stated by the Lessee, and the total usage shall be submitted to the Grant County Fairgrounds. It is the sole responsibility of the Lessee to collect all camping fees and submit fees to Grant County Fairgrounds office.

Any hookup to any utility shall be charged to Lessee as the appropriate hookup rate. Running extension cords and hoses to the dry camping area or to a vehicle outside the RV area will be charged as the appropriate hook-up.

Utilities hookup to any barn, arena, building or any other non-designated area is strictly prohibited.

If a dry/tent overnighiter is camped in the RV hookup areas, they will be charged the same fee as if they are hooked up to power and/or water unless accompanied by a RV, in which case, they will be charged the standard dry camping fee. They must stay in dry/tent camping designated areas.

23. **Private Parties Deadline:** All private parties shall conclude all activities no later than 2:00 a.m. unless prior arrangements have been specifically approved through the Fairgrounds office, with written approval clearly stated within any agreement documents. Specifically: security is required for all private events, and any other events designated by the Fairgrounds Director, held on the Grant County Fairgrounds.

Music and Noise Desired Deadline: The Grant County Fairgrounds requests that Fairgrounds' neighbors are respected by reducing music or other noise volume to a reasonable level after 10:00 p.m. inside fairgrounds buildings. *As such, noise ordinances for both the City of Moses Lake and Grant County will be enforced. All Music playing outside of a building must stop no later than 10 p.m. Any noise complaints are the responsibility of the Lessee.*

24. **General Provisions:**

- a. Grant County Fairgrounds' staff will make every effort to periodically remove trash from the premises and stock and clean the restrooms. Any unforeseen refuse overflows or service problems should be reported immediately to Grant County Fairgrounds staff. Certain events and activities may require additional resources which will be charged as an additional service.

- b. Due to the current insurance and liability rules, Lessee cannot borrow or use any Grant County Fairgrounds mechanized equipment such as tractors, trucks, power hand tools, etc. These must be operated by Grant County personnel only.
 - c. Due to the current insurance and liability rules, Lessee cannot borrow or use any Grant County Fairgrounds equipment such as ladders, stools, pressure washers, etc.
 - d. Painting or in any way altering the interior or exterior of any building is forbidden unless approved by Grant County Fairgrounds staff.
 - e. When beauty bark, sawdust, soil, or other similar material is placed on building floors, plastic sheeting must first be placed beneath it, and all materials must be removed by the Lessee at the conclusion of the event.
 - f. There is NO SMOKING in any Grant County Fairgrounds buildings and barns at any time.
25. **Licenses, Taxes and Other Provisions:** The Grant County Fairgrounds is a Grant County facility and falls under their regulatory structure. Following are some specific regulations that pertain to events held at the Grant County Fairgrounds which will apply to you if you use the Grant County Fairgrounds. The Lessee must adhere to the fire regulations as specified by the Grant County Fire District. A representative from the Grant County Fire District may inspect your event for compliance. All vendors must hold a valid business license.
26. **Compliance with Laws:** The Lessee shall, at all times material herein, comply with all rules and regulations of the Grant County Fairgrounds and Grant County, and further comply with all Federal, State and Local laws and regulations. *Noise offenses can result in fines and potential imprisonment per Grant County Code 6.24.*
27. **Waivers:** To the extent permitted by law, Lessee waives: any notice of reentry or of the institution of legal proceedings to that end; any right of redemption, reentry or repossession; any right to trial by jury in any action or proceeding or in any matter in any way connected with this Agreement; and the benefit of any laws now or hereafter in force exempting property for rent or for debt.

No failure by Lessor to insist upon the strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by Lessee or acceptance by Lessor of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition. No waiver of any breach of any term, covenant or condition of this

Agreement shall affect or alter this Agreement, which shall continue in full force and effect, or the respective rights, powers or remedies of Lessor with respect to any other then existing or subsequent breach.

28. **Governing Law, Venue and Severability:** This Agreement shall be construed under Washington law. Venue of any action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Superior Court, County of Grant, State of Washington or the Federal District Court for the Eastern District of Washington at the Lessor's sole option. In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed. If any portion of the Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. **Payment Late Fees:** Any account over 30 days past due will be assessed a service charge and/or late fee up to and including forfeiture of any and all deposits, and may be turned over to a collection agency. Pursuant to RCW 19.15.500 (Public bodies may retain collection agencies to collect public debts – Fees), Grant County may add a reasonable fee, payable to the debtor, for an outstanding debt, or for the collection agency fees incurred or to be incurred.
30. **Liens:** The Grant County Fairgrounds shall have a lien upon any and all property stored, used, or located upon the leased space, or anywhere upon the grounds by Lessee for any unpaid rentals and for any and all damages sustained by the breach of this contract or otherwise caused by the Lessee, and shall have the right to dispose such property or any part of it without process of law, and may appropriate any or all of such as its own to satisfy such claim.
31. **Red Cross Emergency:** If an emergency were to transpire within the county that results in the Red Cross needing areas of shelter. The Red Cross Emergency Plan holds precedence over any events on the Fairgrounds and a refund shall be issued to the Lessee if a loss of access to the venue occur.
32. **Change of Venue:** The Grant County Fairgrounds reserves the right to change or amend venues, including, but not limited to, buildings, barns, covered pavilions, camping areas, in or to accommodate all patrons of the facility, such accommodation to be determined at the sole discretion of the Grant County Fairgrounds and/or Grant County. Any determination by Grant County and/or Grant County Fairgrounds to change or amend venue shall supersede any conflicting provision contained within any contract or agreement between the parties. The Grant County Fairgrounds will make a reasonable effort to notify all parties involved in or with a change of venue after the change is made by Grant County and/or the Grant County Fairgrounds.

33. **No Agency Relationship:** Neither this Agreement, or any agreement implied therefrom, constitutes the Applicant/Lessee as an agent or legal representative of the County for any purpose whatsoever. The Applicant/Lessee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the County or to bind the County in any manner or thing whatsoever.

SPECIFICALLY: The Fairgrounds Director, at his/her discretion, reserves the right to exclude person(s) who violates any law, rule regulation, contract provision, or who is otherwise uncooperative from returning to the Fairgrounds as an Applicant/Lessor.

34. **4-H and Cooperative Extension:** Active 4-H clubs and the groups associated with the WSU/Extension Programs in Grant County will be offered a preferential rate structure. It is the policy of the Grant County Fairgrounds and the Grant County Boards of County Commissioners to support the activities of these groups at times other than the annual County Agricultural Fair by offering the use of the Grant County Fairgrounds facilities at reduced rate.

To qualify for these reduced rates, groups must be actively enrolled as a club recognized by statewide WSU/Extension, and the activities that they wish to pursue must be in direct correlation to and/or required in order to show at the annual Grant County Fair is determined by fairgrounds for private or non-competitive activities will be asked to adhere to the regular published rates.

35. **Livestock, Equestrian and Animal Breeder Events:** E. coli 0157:H7 and other dangerous bacteria and viruses can be passed to humans who touch or come in to contact with livestock, horses, cavies (i.e. rabbits, ferrets) poultry and birds. In particular, children, elderly, or visitors who suffer immune deficiency ailments are considered at high risk for contracting dangerous bacteria and viruses. No food or beverages are allowed in the horse, livestock, or poultry/rabbit barns for personal or to sell to visitors and/or patrons. In addition, the following rules apply to equestrian events:

- a. All animals must be under the control of the owner or rider at all times.
- b. No horses or livestock are to be ridden or tied to vehicles on the grass areas. Do not ride your horse in the barns.
- c. No horses or livestock are allowed in RV and camping areas.
- d. All dogs must be kept on a leash and in owner's control at all times. Stray, barking, or otherwise unmanageable animals will be referred to the Grant County Animal Control Officers.

- e. Show participants must not block the road at the rear of the barns by parking their trailers behind the barns. Day parking is available in the maintenance shop parking area for day use only. If you are staying overnight you must use one of the designated RV spots or park at the north end other Grant County Fairgrounds. Fire and delivery lanes behind the barns must be kept open.
 - f. Event participants are responsible for providing their own barn security. Barn occupants must keep the barns clean and free of litter, droppings, shaving etc. and must also keep the areas behind the barns clean and free of piles of shaving.
 - g. For personal farrier, veterinary use, and/or other equine services: privileges are offered to those who are actively boarding and/or under facilities contract to Grant County Fairgrounds only, unless prior authorization is given.
36. **Warm-up Arena:** With the rental of a pavilion on the Grant County Fairgrounds, the lessee is provided the shared use of the outdoor warm-up pen. Work-ups of the warm-up pen will be provided at no charge to the lessee on a need based assessment as deemed reasonable by the Grant County Fairgrounds staff.
37. **Barns, Stalls, Pens and Padlock Use:** Grant County Fairgrounds' sole responsibility shall be to provide an un-bedded stall at the beginning of each occupation period with access to bedding at the applicable rates. Interim stall care is the responsibility of the Lessee. Individual stall users are responsible for providing rakes, shovels, wheelbarrows and other equipment. Stall counts for the purpose of billing are to be verified by representatives of the Lessee and Grant County Fairgrounds and charged to Lessee at the end of each occupation period. If the Lessee chooses to not clean the stall after use or does not leave in the condition found. A cleaning fee of \$10.00.
38. **Shavings:** The only shavings allowed within the Grant County Fairgrounds. The Lessee may purchase shavings from the Fairgrounds at the current rate on the current rate sheet. ***The Lessee will be provided a code to locked shavings cages and will be responsible for payment to the fairgrounds. A starting and ending bale count will be provided.***
39. **Table and Chair Rentals:** Lessee's renting facilities on Grant County Fairgrounds grounds are restricted from using outside rental services to procure tables and chairs for their event; unless a signed exception is obtained from the Fairgrounds Manager. If a Lessee is caught using outside tables and chairs, a fee will be imposed at the sole discretion of the Fairgrounds Director.