



**CENTRAL WASHINGTON FAIR ASSOCIATION  
RENTAL AGREEMENT**

**EVENT NAME  
DATE**

A.	PARTIES.....	2
B.	SUBJECT MATTER.....	2
C.	SCOPE OF EVENT .....	2
D.	USE DATES .....	2
E.	FEE TERMS .....	3
F.	SETTLEMENT .....	4
G.	LIQUIDATED DAMAGES..	4
H.	FINANCIAL GUARANTEE BOND .....	4
I.	INSURANCE .....	4
J.	INDEMNIFICATION .....	5
K.	LIEN ..	6
L.	GENERAL TERMS AND CONDITIONS OF USE AND OPERATION .....	6
M.	TICKETS AND TICKET OFFICE.....	9
N.	CONCESSION RIGHTS....	10

Event:

Agreement No:

**RENTAL AGREEMENT  
CENTRAL WASHINGTON FAIR ASSOCIATION**

**A. PARTIES:**

1. This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CENTRAL WASHINGTON FAIR ASSOCIATION, hereinafter referred to as the "Association," and \_\_\_\_\_ **Company Name; Address, City, State; Phone** referred to as "Tenant."
2. This Rental Agreement (and any attachments) is the sole and complete agreement between the parties with respect to the named event and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. The Agreement (or any part thereof) may not be changed, modified, or waived, unless same are signed by the Association President and General Manager. Further, should this Agreement reflect any deviation from the Association published rates, such deviation shall not be valid or enforceable unless signed by the Association President and General Manager.

**B. SUBJECT MATTER:**

1. The Association, under the terms and conditions of this Agreement, grants to the Tenant the nonassignable right to use and occupy those Association facilities described as follows: **Yakima Valley SunDome**, hereinafter referred to as "facilities," with load-in and load-out through Gate 15.
2. The Tenant agrees to quit and surrender up the facilities to the Association at the end of the term herein, in the same condition as the date of commencement of this Agreement, ordinary wear and tear thereof expected.
3. The parties understand and agree that Tenant shall not by this Agreement acquire any right of any kind whatsoever in any real estate and that the subject matter of this Agreement is a rental to use Association facilities which the parties agree is personalty.

**C. SCOPE OF EVENT:**

1. The aforementioned facilities shall be used solely for the following event, and for no other purpose: **Event Name**.
2. The event shall include only those activities specifically authorized herein. No additional activities will be allowed without written permission therefor, in advance.

**D. USE DATES:**

1. Under this Agreement, the term for the use of the facilities shall be: **Move-in date/ Move-out date** . All property, goods, and effects of Tenant must be removed from the facility by the stipulated move-out date. In the event any property of Tenant shall remain on the premises past the deadline, Association shall have full authority to store such goods at the Tenant's expense for a reasonable time; the place and length of such storage being discretionary with Association. Tenant shall have no claim for damage to or loss of goods in storage and herewith gives Association its specific authority and instruction to sell as surplus at a distress sale any goods not redeemed by it within a reasonable time and to remit to Tenant the balance of the distress sale price of such goods, if any, after deducting its costs for storage, transport, sale, and any other Association expense.
2. Time is of the essence of this Agreement and the time herein granted shall not be extended for any purpose without the express written permission of the Association. If such permission is granted, all additional time shall be paid for by the Tenant according to the schedule of fees administered by the Association.

**E. FEE TERMS:**

1. **Rental Fee:** The Tenant agrees to pay to the Association for the use of the facilities the following:

**RENT:** Yakima Valley SunDome @ \$ \_\_\_\_\_ Day x \_\_\_\_\_ Day(s) = \$ \_\_\_\_\_

**A non-refundable Rental Deposit in the amount of \$ \_\_\_\_\_ is due and payable by \_\_\_\_\_.**  
**The Rental Deposit will be converted to a Contingency Deposit at the beginning of the event.**

**Tenant shall further pay any additional rental fee based on applicable percentages of gross sales at the time of settlement immediately following the event.**

**If an approved outside cater is used for this event, a 15% fee of the catering invoice is to be paid to the Association on or before settlement date noted on page 4.**

**Contingency Deposit:** In addition to the above, Tenant agrees to also deposit the sum of \$ \_\_\_\_\_ to cover Association costs, incidental expenses, including clean-up, damage repairs, and liquidated damages. The parties agree that this shall be a reasonable sum for such deposit. Certified check or bank cashier's check shall be payable to Association. It is agreed, in order to satisfy this deposit requirement, the Association may deduct this deposit from event ticket sales. The Association shall refund this deposit to the Tenant, less any reductions necessary due to costs incurred by Association, within ten (10) working days following the close of the event.

2. **Reimbursable Costs:** The Tenant agrees to pay to the Association at settlement for the following:

**ALL PERSONNEL, EQUIPMENT AND TECHNICAL COSTS TO BE REIMBURSED AT PREVAILING RATES.**

**Merchandise Split: refer to L – 31**

**Facility retains the right to charge a PARKING FEE. The Association will collect a parking fee.**

The Tenant acknowledges that Central Washington Fair Association (Association) acts solely in an Agent capacity when the Association obtains additional service, accommodation or materials at the request of the Tenant. The Association may require orders by the Tenant, or its authorized representative, for any services, accommodations or materials, to be in writing. The Tenant certifies that \_\_\_\_\_ is the representative of the Tenant and shall have full authority to bind the Tenant with respect to any written or verbal orders for goods and services which the representatives deems necessary to enable the Tenant to obtain the full utilization of the premises. The Association assumes no financial liability for the cost associated for these services, accommodations or materials requested by the Tenant. Invoices must be addressed to the Tenant in c/o Central Washington Fair Association.

3. **Personnel and Equipment:**

3.1 The Association will furnish at its expense:

a) A clean building and light for ordinary use of said premises, when required in the opinion of the Association, for the purpose aforesaid.

3.2 a) The Tenant hereby agrees that all facility-related personnel, such as ushers, ticket-takers, doormen, security personnel, sound technicians, stage manager, stage hands, and other personnel necessary to operate the premises for the event herein specified, shall be provided by the Association but shall be paid for by the Tenant as an additional service by the Association. The Tenant will reimburse the Association for all equipment and services supplied for the event by the Association at Tenant's request. The Tenant will reimburse the Association for event personnel, equipment, and services provided at prevailing rates.

b) The Tenant acknowledges that Central Washington Fair Association acts solely in an Agent capacity when the Association obtains additional services, accommodations or materials at the request of the Tenant. The Association assumes no financial liability for the payment of the cost associated for the services, accommodations or materials requested by the Tenant. Invoices will be in the name of the Tenant and for the account of the Tenant. The Tenant

further acknowledges that the Tenant is responsible for timely payment of taxes associated with this rental, which will be accounted for at the time of settlement.

- c) The Tenant understands and agrees that the cost reimbursements stipulated above are in addition to the Association's rental rates stipulated in Paragraph E.1 of this Agreement and shall remit payment upon presentation of invoice therefor, provided however, that the Association, at its sole option, may make such charges therefor as are known at the time of settlement and demand payment at such time from gate receipts.
- 4. **Additional Deposits:** The Tenant agrees to make additional deposits with the Association, on written notice by the Association to the Tenant's address in this Agreement, for such sums as the Association will incur on behalf of the Tenant in preparing for, or assisting in, presentation of the event. This deposit will be paid by certified check or bank cashier's check. The Tenant shall pay the Association an additional deposit in the amount of \$
- 5. **Late Payment:** Any account due and unpaid under this Agreement shall be assessed a late payment fee of one and one-half percent (1.5%) on the balance outstanding per month until paid.

#### F. SETTLEMENT:

Final rental fee payment/event settlement shall be made no later than [REDACTED].

- 2. The Tenant agrees to pay all sums when due, in legal tender, certified check, or by bank cashier's check, at the office of the Association.
- 3. Tenant shall provide the Association with its requested settlement terms (check, cash, combination of checks and cash) at least five (5) days before settlement. Association may make special security arrangements in the event of large cash settlements, at Tenant's expense.

#### G. LIQUIDATED DAMAGES:

- 1. It is agreed that if the Tenant cancels the event sixty (60) or fewer days prior to the first date of the event(s) specified herein above, no refund shall be made and said Tenant shall pay to the Association the sum of fifty percent (50%) of the fixed rental fee rate as liquidated damages, not as penalty, and that any sums held by the Association as deposit may be retained by the Association as a credit against such total liquidated damages. The Tenant agrees to pay, in addition to the liquidated damages amount specified herein, any reimbursable expenses incurred by the Association in connection with the event or events covered by this Agreement. Such sums shall be paid by Tenant, except when event cancellation arose out of circumstances within the Association's exclusive control.
- 2. The parties agree that the damages which the Association might reasonably anticipate as the result of the Tenant's failure to hold such event or events are difficult to ascertain or predict. The amount agreed upon as liquidated damages is considered by both parties to be a reasonable estimate of the damages which would be caused by failure to hold such event(s) on the date(s) scheduled.

#### H. FINANCIAL GUARANTEE BOND:

- 1. The provisions of this section are invoked in addition to all other provisions of this Agreement. The provisions of this section shall be invoked by the Association when, in its judgment, there exists a probable risk of loss to the Association of Ten Thousand Dollars (\$10,000.00), or more, by accepting this Agreement without such bond. These provisions shall be invoked by Association at its sole option and shall be in addition to other provisions hereof providing for deposits and security. The Tenant agrees to post a Financial Guarantee Bond satisfactory to the Association in the amount of \$ on or before, either by a certified check or by a duly accredited bonding company doing business in the State of Washington and subject to suit in Yakima County, the terms of such bond guaranteeing to pay all rent, fees, and other amounts due under this Agreement and to fulfill all terms of this Agreement, plus the following additional term(s):

In the event Tenant presents a certified check, the Association shall be entitled to cash the check immediately upon receipt thereof, without notice to Tenant, and to hold and retain such funds pending

completion of Tenant's performance and final settlement hereunder.

**I. INSURANCE:**

1. The Tenant, at its own cost and expense, agrees to provide a Comprehensive General Liability insurance policy with limits in the amount of One Million Dollars (\$1,000,000.00) Combined Single Limit General Aggregate and One Million Dollars (\$1,000,000.00) Occurrence for bodily injury to one or more persons and property damage. This policy of insurance shall be maintained by Tenant to cover Tenant's occupancy of Association facilities, including the move-in and move-out operations. Such insurance policy shall include, but not be limited to, all of the usual coverages commonly referred to by the insurance industry as:
  - Premises/Operations Liability
  - Products/Completed Operations Liability
  - Blanket Contractual Liability
  - Personal Injury Liability, including coverages A, B, and C
  - Automobile Liability, including coverage for owned, non-owned, leased, hired, or borrowed vehicles

The above insurance policy shall:

- a) **Name the Central Washington Fair Association, its officers, agents, and employees, and the Board of Yakima County Commissioners, as additional insureds thereon;**
- b) State that it is Primary Insurance on behalf of the Association, regardless of what other insurance the Association may maintain;
- c) Include a "Cross Liability" (severability of interests) clause;
- d) Provide the Association with not less than thirty (30) days advance written notice of any termination of or material change to the policy.

The Tenant further agrees to provide a certified and true copy of said policy of insurance to the Association at the time of execution of this Agreement. A Certificate of Insurance in lieu of the policy copy may suffice for this purpose, provided that in the event a Certificate is furnished, the requirement for a copy of the actual policy of insurance is not waived and the same must be furnished to the Association within a reasonable period of time.

2. The parties agree that each shall and does hereby waive all rights of subrogation against each other for loss or damage to their respective property arising out of fire, lightning, and perils of Extended Coverage in, on, or about the facility. Tenant agrees that any policy of insurance acquired pursuant hereto, or sought to be applied to the term hereof, by Tenant, shall contain a Waiver of Subrogation clause consistent with the terms of this paragraph.
3. The Tenant shall not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep anything therein or thereupon, which will, in any way, conflict with the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the building or on the property kept therein.
4. In cases of low attendance events in the Association-facility only, where the Tenant does not sell or distribute any products and accepts the facility and furnishings without modification or addition, and where it is determined that the risk of the Association is minimal, the foregoing insurance requirements shall not apply to such use. In any such case, such exemption shall be stated, along with the specific reasons: [\(in the space provided here\)](#)

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5. Tenant hereby assumes sole and complete responsibility and liability for any damage to the premises or facilities thereof, which is done by, or at the encouragement or incitement of, Tenant or any party on or using the premises at Tenant's request or with Tenant's permission. This assumption of responsibility includes responsibility for damage caused, encouraged, or incited by an attendee, act, performer, crew member, or worked employed by or under contract with Tenant, and also includes such damage caused or done by persons working for such person. In the event of any damage covered by the terms of this subparagraph, the Association shall be entitled to take from ticket proceeds, at the time of settlement, the estimated cost of repair of such damage and to hold such sum and apply such sum to repairs as are, in the Association's judgment, necessary to return the premises to their proper working condition.

**J. INDEMNIFICATION:**

1. The Tenant agrees to indemnify, defend, and save harmless, the Association, its officers, agents, and officials, against any and all claims and to pay legal costs, fees, and charges in defense thereof, for injury to person or property damage, including claims of employees of Tenant or of any contractor of subcontractor of Tenant resulting directly or indirectly from any act, incident, or accident occurring in, upon, or about the premises of the Association as a result of the acts, errors, or omission of the Tenant or its agents, or arising in connection with the operation, use, or occupancy of the premises by Tenant. Tenant shall not, by this provision, be required to indemnify the Association for loss or damages, or costs incurred in defense, which arise out of the sole negligence of the Association.
2. The Tenant hereby expressly waives any and all claims of whatever nature against the Association for any and all loss or damage to persons or property sustained from any cause whatever prior to, during, or subsequent to the rental period by reason of any defect, deficiency, failure, or impairment of the premises, including but not limited to, the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler system, or from any other source whatsoever.

**K. LIEN:**

1. The Association shall have the first lien against ticket office receipts and against all property of Tenant upon the premises of the Association for all rental fees, reimbursable expenses, and appropriate taxes due for the event(s) covered by this Agreement. The Association is empowered to withhold or cause to be withheld from ticket office receipts, all such costs and if such funds are not available at the conclusion of the event, to hold all such property of Tenant as security therefor. Should such unpaid charges remain unpaid ten (10) days after the termination of this Agreement, the Association shall have the power to sell such property at public auction and to apply the cash proceeds from such auction to the retirement of such unpaid charges.

**L. GENERAL TERMS AND CONDITIONS OF USE AND OPERATIONS:**

**1. Public Safety:**

- a) The Tenant agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety to assure such safety.
- b) The Tenant hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises, or to any portion of said premises, with the consent of the Tenant or with the consent of any person acting for or on behalf of the Tenant.

**2. Rules and Regulations:**

- a) The Tenant will abide by and conform to all rules and regulations adopted or prescribed by the Association for the protection, control, and management of the premises. The premises and the keys thereto shall be at all times under the charge and control of the Association. The Tenant shall not permit the premises to be used for lodging rooms or for any improper, immoral, or objectionable purpose and will not allow use of any space hereby rented without the approval of the Association in writing. The Tenant will not, in any way, obstruct or interfere with the occupancy or use of other renters or persons on the premises.
- b) For the security of the Artist and concert-goers, the policy of the Association/Yakima Valley SunDome is that the Artist shall not invite the concert-goers to the front of the stage/barricade or up on the stage at any time during the show. It is the policy of the Association, security, and ushering crew, in compliance with the Yakima County Fire Code, to maintain clear aisles and prevent the concert-goer from standing on his/her chair during the performance. When mutually agreed upon by the Association and Artist, a slow and controlled release of the first two rows may be approved by the Association. Such approval will be determined on a show-by-show basis on the day of the show. The size of the crowd, type of seating (i.e., reserved, general admission, etc.) type of music, and artist tour history will be factors in approval of a controlled release. If the Artist invites concert-goers to the stage/barricade and/or onto the stage, the Artist shall assume full responsibility for the safety of the Association, its agents, officers, and employees, the Board of Yakima County Commissioners, and concert-goers, and shall assume full liability for any damages or injuries which may result therefrom.

3. **Laws and Ordinances:** The Tenant and their contractors including but not limited to stagehands, riggers, and production crew shall comply with all laws of the United States, the State of Washington, County of Yakima, OSHA, WISHA, Labor & Industries, the ordinances and all lawful order of the police and fire department or other municipal authorities. In addition, Tenant will obtain and pay for all necessary permits and licenses and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules, or orders.
4. **Performance Agreement:** The Tenant certifies and attests it has a valid, properly executed contract with the performer(s) whose services form the basis for its desire to occupy the facility, which contract is in all respects compatible with the Agreement. The Tenant shall submit to the Association, upon demand, a copy of said contract and will, upon request by the Association, assist in verification of all matters shown thereon by such means as are deemed appropriate by the Association.
5. **Americans with Disabilities Act (ADA):** Other than ADA requirements related directly to the physical facilities, Tenant shall comply, and be responsible for all costs therefor, with all aspects of the ADA, to include but not be limited to qualified sign-language interpreters, auxiliary aids, etc., in the presentation of all performances. Tenant further agrees to indemnify, defend, and hold the Association harmless against all costs, expenses, legal fees, and damages arising out of Tenant's failure to so comply.
6. **Fire/Casualty:** In case the said premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render fulfillment of the terms of this Agreement by the Association impossible, including, without limitation thereto, the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor dispute, then and in that event, this Agreement shall terminate and the Tenant shall pay for said premises only up to the time of such termination at the rate herein specified and the Tenant hereby waives any claim for damages or compensation should this Agreement be so terminated.
7. **Vacation of Premises:** In the event that the above described facilities are not vacated by the Tenant on the date specified at the end of the time for which said facilities are to be used by the Tenant in accordance with this Agreement, then the Association shall be and is hereby authorized to move from said facilities, at the expense of the Tenant, any and all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the facilities on which the term has expired, and the Association shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the Association is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement, if any property of the Tenant remains in or on said premises, the Association shall be entitled to charge the sum per day as provided herein above, as the payment to be made for the time for move-in and move-out.
8. **Electrical Connections and Fees:** In the event extra lights, or other than regular house lights, or electrical power, shall be required by the Tenant, the same shall be paid for by the Tenant at the current rates in effect at said facility. All electrical connections must be made by a representative of the Association or by an electrical contractor approved by the Association. Multiple plugs, such as twin sockets, cube taps, etc., will not be permitted. Any such connection shall be rewired by the electrical contractor to conform with all applicable codes, ordinances, and statutes of the County of Yakima and the State of Washington. In some instances an inspection by a Washington State Electrical Inspector may be required and any inspection fee will be the responsibility of the Tenant.
9. **Seating Capacity:** The Tenant shall not admit to said facilities a larger number of persons than can safely and freely move about in said facilities and the decision of the Association in this respect shall be final. It is further understood and agreed that Tenant will permit no chairs or seats to be or remain in the passageways or fire exits in said facilities, and Tenant shall keep all passageways and fire exits clear at all times. The sidewalks, ground entries, passages, vestibules, halls, abutting streets, and all ways of access to public facilities at said facilities shall not be obstructed by Tenant or used for any purpose other than for ingress to or egress from the facilities.
10. **Water:** The Association agrees to furnish water by means of the appliances installed for ordinary toilet or janitor purposes, but for no other purpose unless otherwise specifically provided for in this Agreement. Water closets and water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damage resulting to such apparatus on account of misuse of any nature or character what so ever, shall be paid by Tenant.
11. **Responsibility for Property in Building:** The Association assumes no responsibility whatsoever for any property placed in said facilities by Tenant, its agents, or others using the facilities under this

authority, and the Tenant hereby expressly relieves and discharges the Association from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of the use or occupancy of said facilities or any part thereof under this Agreement or by virtue of Tenant's agreements with third parties. Any watchmen or other protective service personnel desired by the Tenant must be arranged for by special agreement with the Association at the sole cost and expense of the Tenant. No such personnel shall be allowed to perform any service for Tenant whatsoever on the facilities without Association's express written agreement. Under no circumstances will the Association assume any liability.

12. **Damage or Defacement of Building or Premises:** The Tenant shall not injure, mar, or in any manner deface the building or premises wherein the facilities are located, and shall not cause or permit anything to be done whereby said building or premises shall be in any manner injured, marred, or defaced; nor shall the Tenant drive or permit to be driven any nails, hooks, tacks, or screws into any part of said building; nor shall it make or allow to be made any alteration of any kind therein. If, during the term of this Agreement, said premises, or any portion thereof, shall be damaged by the act, default, or negligence of the Tenant or by the Tenant's agents, employees, patrons, or any person or persons admitted to said premises by the Tenant, the Tenant will pay to the Association, upon demand, such sum as shall be necessary to restore said premises to their original condition. The parties hereby expressly agree that the value of any such demand shall be deducted from any receipts and paid to the Association at the time of settlement.
  13. **Television and Broadcasting Rights:** The Tenant shall not televise or broadcast live any event scheduled to be presented under the terms of this Agreement without the prior written approval of the Association.
  14. **Care of Facility:** The Tenant agrees to cause the premises to be kept clean and free of damage during the term of occupancy, except for such common areas as may be regularly maintained and cleaned by the janitorial force employed by the Association.
  15. **Decorators, Caterers, and Contractors:** The Tenant agrees that only decorators, caterers, and contractors approved by the Association shall be employed on the premises.
  16. **Signs and Posters:** The Tenant will not post or allow to be posted any signs in or on said premises except upon such display areas as the Association may provide. Use of such areas is a non-exclusive right. All material is subject to approval by the Association.
  17. **Advertising:** The Tenant agrees not to allow any advertising media, in advertising the event for which Tenant is granted this rental, to imply that the Association is sponsoring such event. The Tenant agrees that all advertising of the event will be honest and true and will include accurate information on show times, ticket prices, and show content, including performing talent.
  18. **Advertising Rights:** It is understood by the Tenant that the Association, or its designee, may allow commercial advertising on the facility premises in which advertisers provide compensation to the Association for certain advertising rights. To protect the advertising rights of the Association and advertisers, only the following methods of promotion and commercial advertising by the Tenant and the event sponsors on the facility premises during the terms of this Agreement shall be acceptable:
    - a) Display of products and services by exhibitors in connection with trade and/or consumer shows.
    - b) Advertising in the event program.
    - c) Brief display of sponsor(s) over facility public address system.
    - d) If the event is broadcast, the broadcast station can display one (1) temporary identification banner by the broadcast location. The type, installation, and removal of banner must be approved in advance by Association.
    - e) Event promotional handout materials that acknowledge sponsor(s).
- Any exception to the above methods of advertising and promotion must receive prior approval from the Association.
19. **Lost Articles:** The Association shall have the sole right to collect and have the custody of articles left on the premises by persons attending any performance, exhibition, or entertainment given or held in the premises, and neither the Tenant nor any person in the Tenants' employ shall collect or interfere with the collection or custody of such articles.



20. **Right to Enter:** The Association does not relinquish and does hereby retain the right to enforce all necessary laws, rules, and regulations for the management and operation of the premises. The Association retains the right to enter the facilities, or any part thereof, at any time, on any occasion, and for any reason deemed appropriate to Association, without restrictions whatsoever.
21. **Interruption or Termination of Show:** The Association retains the right to cause the interruption of any performance in the interest of public safety and, likewise, to cause the termination of such performance when, in the sole and arbitrary judgment of the Association, such act is necessary in the interest of public safety. The Tenant hereby waives any claim for damages or compensation should this Agreement or any event presented hereunder, be so terminated.
22. **Nonexclusive Right:** The Association retains the right to use and/or rent use of such portions of its facility as may not be covered by this Agreement.
23. **Default by Tenant:** The Tenant further agrees that, if any default is made in the payment of the Rental Fee or any part thereof at any time above specified, or if any default is made in this Agreement, this Agreement and the relationship of the parties, at the sole option of the Association, shall cease and terminate upon notice of such termination in writing to the Tenant. In case suit is instituted by the Association to enforce compliance with this Agreement, the Association shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sum in lawful money of the United States as a court may adjudge reasonable for attorneys' fees and costs, which sum shall be at least the Association's out-of-pocket costs (including attorneys' fees) for such action.
24. **Show Requirements:** The Tenant shall provide the Association, at least thirty (30) days before the first day of the event covered by this Agreement, a full and detailed outline of all show requirements, including stage, lighting, personnel, hall, and chair requirements, and all such other information as may be required by the Association concerning the event covered by this Agreement. In the event this information is not received by the Association, the Tenant is responsible for any expenses incurred by Association in its efforts to secure such information.
25. **Floor Plans:** Two copies of a full and complete floor plan for an exhibit show must be submitted to the Association not less than thirty (30) days before the first move-in day. No move-in may begin without authorization of said floor plan by the Association.
26. **Additional Provisions:** The Tenant agrees that it shall not stage any act or performance in which fire or flame is involved without first having obtained the prior permission of the County Fire Marshal therefor. The Tenant further agrees that it will not use any decorative materials prohibited by State or Federal laws, or building regulations, including but not limited to crepe paper, cellophane, confetti, cotton, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, or any similar flammable or combustible materials, in or about the premises.
27. **Copyrights:** The Tenant will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated into the event. The Tenant agrees to indemnify, defend, and hold harmless the Association from any claims or costs, including legal fees, which might arise from questions of use of any such material described above. Tenant specifically agrees to insure that any act or performer(s) brought in the facilities by virtue of this Agreement by Tenant, or under its authority, shall have obtained permission from the owners thereof to use any copyrighted music, songs, lyrics, or dramatic materials prior to their use and shall indemnify and hold harmless the Association for their failure to do so, and shall pay, in the event such failure is alleged or proven, the cost of defense of any such claim, including attorneys' fees, and the value of any judgment thereon rendered against the Association.
28. **Objectionable Persons:** The Association reserves the right to eject or cause to be ejected from the premises any disorderly person and neither the Association nor any of its officers, agents, or employees shall be liable to the Tenant for any damages which may be sustained by the Tenant through the exercise by the Association of such right.
29. **Objectionable Materials or Demonstrations:** The Association reserves the right to require the removal of any materials and to prohibit any demonstrations it deems inappropriate or offensive to public health, safety, morals. Such matters include, but are not limited to, "how to" publications, relating to bombs, illegal weapons, the modification of legal weapons, etc. Neither the Association nor any of its officers, agents, or employees shall be liable to the Tenant for any damages which may be sustained by the Tenant through the exercise of such rights.

30. **Litigation:** In the event arbitration or legal action is initiated with respect to this Agreement, the prevailing party shall recover reasonable attorneys' fees, costs, and expenses, as determined by the arbitrator or trial court, or in the event of an appeal, the appeals court or courts. Such fees, costs, and expenses, shall include any post-judgment collection. This Agreement shall be deemed located at Yakima, Washington, and shall be interpreted and construed in accordance with the laws of Washington, which will be controlling in the event of any dispute arising hereunder.
31. **Special Conditions/Merchandising: Merchandise Split - [REDACTED] %**
32. **No Partnership:** The parties hereto are not partners or joint venturers and this Rental Agreement should not be construed to create such relationship.
33. **Recording of Performances:** The Association cannot guarantee that members of the public may not attempt to videotape or otherwise film a performance. At the direction of the Tenant, the Association will discourage such activity by the public and the Association will work with the Tenant and make all efforts for the resolution of any problem which may arise. The Association shall, however, assume no liability for the policing or enforcement of any policy of the Tenant in this regard.

#### M. TICKETS AND TICKET OFFICE:

The Tenant agrees that the Association shall at all times maintain control and direction of ticket office, ticket personnel, and ticket sales revenue, until settlement. Tenant agrees that it shall use only those ticketing services for the production, sale, and distribution of event tickets as are provided by the Association, and no other such services. In those circumstances that require special arrangements be made for sale or distribution of tickets outside the system provided by the Association through its ticketing agent, such arrangements shall be approved in advance by the Association.

1. **Charges:** The Association shall make available ticketing services with those charges therefore as follows:
  - a) **Inside Charges:**
    - 1) Four percent (4%) of gross ticket sales or \$500.00 per day whichever is greater; with a cap of Three Thousand dollars (\$3,000.00) per day, payable at time of event settlement.
    - 2) (\$0.15) per ticket for any tickets used for pre-pulled sales or comps.
  - b) **Customer convenience charges for tickets sold by TicketsWest may vary depending on the price of ticket and location sold.**
  - c) Tickets sold on-site are subject to a One Dollar Fifty Cents (\$1.50) charge per ticket for credit card usage. Additionally, **Association retains the right to charge a Two Dollar (\$2.00) per ticket facility restoration fee. We recommend the tenant include the facility fee in your ticket price in regards to your advertising.**
  - d) Tickets returned by Tenant before their event has concluded / before settlement shall be refunded by the Association at the face value of the ticket less (\$0.15) per ticket.
  - e) When computerized ticketing services are not utilized, ticket costs will be charged in accord with Association's agreement with its ticketing agent.
2. **Tickets:** Information necessary to allow tickets to be ordered, including ticket prices, must be submitted in writing to the Association not later than the [REDACTED] day of [REDACTED], 20[REDACTED]. Tenant's written order regarding ticketing, or a copy thereof, will be submitted to the Association's ticketing agent and will become the basis for information placed on such tickets. The parties hereto agree that any losses or damages which accrue on account of inaccurate information, shall be reimbursed by Tenant. The Tenant agrees that all tickets shall be sold at the prices submitted by Tenant. The Tenant assumes the sole responsibility for insuring that all advertising correctly reflects such prices for tickets as are submitted by the Tenant.
3. **Interruption of Service:** The parties agree that such short-term interruptions of ticketing service by Association's ticketing agent as are not unreasonable in the industry shall not give rise to a claim by Tenant for damages.

4. **Refunds:** The Association retains the sole and arbitrary right to make determination of ticket refunds for cause, in keeping with the Association's policy of retaining public faith in the facility. This shall include but not be limited to seats blocked by equipment when exchange for a comparable location is not possible, failure of projection equipment, or failure of an act to show or go on stage within a reasonable time schedule provided by Tenant. Tenant is responsible for any expenses incurred by Association in the issuance of refunds. In the event of a day-of-show cancellation, for whatever reason, Association will begin refunding the next regular business day.
  
5. **Moved/Cancelled Shows:**
  - a) In the event a show is cancelled or moved by Tenant to another facility, whether or not the move or cancellation is motivated by causes within Tenant's control, all ticket sales proceeds held by Association shall be available for refunds to patrons and payment for ticketing services. Any funds held by Tenant from ticket sales conducted by Tenant shall be immediately tendered to Association or its ticketing agent for those purposes described herein.
  
  - b) In the event any show is moved to a nearby facility and it appears reasonable in Association's judgment to do so, Association may, through its ticketing agent, at Tenant's written request, transfer ticket proceeds on-hand to the facility to which the show has been relocated. Any such transfer shall be made only after reasonable opportunity has been offered to local patrons to obtain refunds. No such transfer of ticket proceeds shall ever transfer money out of control of the Association's ticketing agent.
  
6. **Complimentary Tickets:** Tenant shall furnish Association up to [redacted] complimentary tickets, for quality seating, for exclusive use of Association. Tickets not used by Association will be released by Association to Tenant not later than 12:00 noon day of show.

**N. CONCESSION RIGHTS:**

1. The Association retains the exclusive right to operate all food and beverage concessions, and catering, in the facilities and its premises to include the right to designate specific location for placement of portable stands and retail sales areas.
  
2. The Tenant shall not allow or cause beverages, food, beer, wine, or liquors of any kind to be sold, given away, or used on said premises without the express written consent of the Association. Further, in the event such approval is obtained from Association, Tenant shall be responsible for securing all necessary permits, licenses, etc.
  
3. The Association retains the exclusive right to operate all merchandise concessions, including but not limited to novelties, souvenirs, and programs for the event, unless the Association agrees to waive said right in advance. The Association and Tenant will make a written agreement regarding sharing of merchandise revenue.
  
4. The Association retains the exclusive right to operate all on-site parking concessions and retain all revenues generated therefrom.
  
5. If an approved outside caterer is used for this event, a 15% fee of the catering invoice is to be paid to the Association on or before the settlement date noted on page 4 of this contract.

**IN WITNESS WHEREOF** the parties hereto have executed this document as of the day and year first above written. The person(s) executing this Agreement for Tenant hereby certifies and represents they have full authority to do so.

This Rental Agreement is the sole and complete agreement between the parties with respect to the named event and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Agreement (or any part thereof) may not be changed, modified, or waived, unless same are signed by the Association President and General Manager. Further, should this Agreement reflect any deviation from the Association published rates, such deviation shall not be valid or enforceable unless signed by the Association President and General Manager.

**CENTRAL WASHINGTON FAIR ASSOCIATION**

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Greg Lybeck  
Assistant General Manager

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Company  
Name

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Date