**GARFIELD COUNTY FAIRGROUNDS USER / RENTAL AGREEMENT**

This agreement is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by and between Garfield County, a subdivision of the State of Washington and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Permittee”, and the Agreement shall be valid for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, the Permittee desires to use certain premises of the County, located in Garfield County, State of Washington, and more commonly known as the Garfield County Fairgrounds for the purposes of conducting supervised activities in conjunction with its expressed and understood purposes, and

WHEREAS, the county desires to make the above described premises available to the Permittee for public benefit as in interim and secondary use of said property,

NOW, THEREFORE, in consideration of the following covenants, it is agreed as follows:

**CONFORMANCE TO LAWS**

Any and all activities conducted by Permittee upon the premises shall be strictly in accordance with the ordinances of the County of Garfield and the laws of the State of Washington and the Permittee shall not allow or permit any illegal activity to be conducted on said premises.

Fire regulation shall be adhered to as prescribed by the local fire district.

**CONDUCT OF PERSONS**

The Permittee shall be solely responsible for the orderly conduct of persons using the premises by its invitation, either express or implied, during all times covered by the Agreement. The County reserves the right to eject, or cause to be ejected, from the premises any person, or persons, objectionable due to unlawful or unsafe conduct.

**DUTIES OF PERMITTEE**

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contact Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s) and Time(s) of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any damage beyond normal wear and tear to the Fairgrounds buildings or property shall be replaced to equal condition or better. Should any damage occur the County shall replace or repair said damage and the Permittee shall be responsible for the costs thereof and will forfeit the damage deposit.

**DO NOT TOUCH THE SOUND PANNELS MOUNTED ON THE WALL. They are very fragile. For hanging lights, please use the hooks in the ceiling.**

**Cleanup is the responsibility of the Permittee**. The Permittee shall keep his or her premises neat and sanitary and shall deposit garbage in appropriate garbage containers. Cleanup must be completed by the permittee upon vacating the premises. **If the facilities require further cleaning by Garfield County Staff after Permittee vacates, security deposit will be forfeited.**

When renting the Garfield County Fairgrounds there will be no excessive levels of public noise which include music, voices, etc. between the hours of 11:00 pm to 7:00 am. Please contain noise during these hours to the interior of the Community building. Anyone in violation of this rule will be warned one (1) time by authorities. The second (2) time authorities are contacted to come to the Fairgrounds you and your event will forfeit the security deposit.

**OVER**

**RIGHT TO CANCEL**

It is agreed that the County reserves the right to cancel this agreement if the space is being used for other purposes than that originally stipulated to by the Permittee or for purposes not in harmony with the by-laws and rules of the Fair Board of Garfield County.

**COMPENSATION**

In consideration for said use, the Permittee agrees to pay to Garfield County the following amounts, sums, or percentages at the time and in the manner hereinafter set forth to-wit:

Rental fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of rental/use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security/damage deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permittee Name (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first here above written.

Approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GARFIELD COUNTY FAIRGROUNDS HOLD HARMLESS AGREEMENT**

The Permittee agrees to defend, indemnify, and hold harmless Garfield County, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage, and expense including costs and attorney fees in defense thereof because of actions, claims of lawsuits for damage because of personal or bodily injury including death at any time resulting there from sustained or alleged to have been sustained asserted, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of the Agreement by any person or persons and on account of damage to property including loss of use thereof whether such injuries to persons or damage to property is due to the negligence of Garfield County or the Permittee, its appointed and elected officers, employees or their agents or inn their interest may appear their agents, successors or assigns. The indemnification provision of the agreement shall be inapplicable to the extent that Garfield County is judicially found solely negligent for the damage or injury and additionally to the extent that Garfield County is found comparatively negligent as to that portion of its negligence or to the extent that Garfield County is judicially found free from negligence.

The Permittee additionally agrees to hold Garfield County and their agents harmless from any claim made against said County or their agents on account of the negligence of said Permittee or on account of any injury to any person or damage to any property including the County’s property which may occur due to negligence of the Permittee or his agents or employees or on account of any fire, explosion, or other calamity caused by any project of accessory thereto or any material brought onto the premises by the Permittee, and from any and all claims by any participant, spectator, or other person, natural or corporate, arising out of or during Permittee’s use of the premises, whether due to the negligence of the Permittee or any feature or conditions of the premises.

The Permittee shall be solely responsible for any loss, injury, death or damage done to or suffered by others including the Permittee’s agent of agents, employees, volunteer help or helpers, or animals (wild or domestic), as consequence of the use of the grounds and/or facilities that the Permittee occupies on or about the Garfield County Fairgrounds.

The County shall not in any manner be liable or responsible for loss or damage to the to the Permittee’s property caused by fire, theft, or any other cause whatsoever except as such loss may be caused by the sole negligence of the County.

Permittee (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GARFIELD COUNTY FAIRGROUNDS POLICY STATEMENT for the COMMUNITY BUILDING**

**In Addition: Outbuildings, Arenas, and Grounds**

1. The Community Building has been built with donated labor and donations from the local community and financial assistance from the State Fair funds. It is available for general use by groups, but those using the facility will take full responsibility to protect and maintain the building in as good of condition as possible.
2. The following groups are eligible to use the community building:
3. 4-H and FFA groups
4. Other formally organized Garfield County youth groups
5. Local adult groups
6. Local commercial firms
7. The scheduling of this facility and RV sites will be done through the WSU/Garfield County Extension, 509-843-3701. Required paperwork (User/Rental and/or Hold Harmless Agreements) can be turned into Monica Bartlow at the WSU Extension Office, 757 Main St, Pomeroy, 509-843-3701. Scheduling will be on a first come first serve basis.

1. An adult (over 21) must request use and be the signer of the User/Rental and/or Hold Harmless Agreements which must be on file in the Extension Office before use. All youth groups must be chaperoned by one or more adults at all times.
2. Any user must agree to prevent damage to the buildings, arenas, and grounds. The building must be cleaned (floors, appliances, sinks, restrooms), lights turned off, heating, and locking the building according to posted instructions. If serving food, garbage must be put in the dumpsters south of the building. ANY DAMAGE WILL VOID THE SECURITY/DAMAGE DEPOSIT. If there is a loss larger than the deposit, the user will be responsible for that cost and will jeopardize his/her right to fairgrounds use in the future. In case of a disagreement or misunderstanding the President of the Fair Board will make the final decision.
3. Straw and manure from animal events or horse stalls will be cleaned up by the user. Ask the grounds keeper about disposal options prior to use. Horse stalls are intended for short term use only.
4. Alcoholic beverages are not permitted on the fairgrounds. The exception is a Banquet Permit posted to the entrance of the Community Building and a copy on file with the Extension Office prior to occupation.
5. Commercial/for profit users (ex: fair vendors, auctions, riding clinics) are required to submit a copy of insurance or bond with the User/Rental and/or Hold Harmless Agreements in the amount of no less than $1 million.

**GARFIELD COUNTY FAIRGROUNDS FEE SCHEDULE**

**Community Building Arenas** (organized events that charge fees for profit) **Outdoor Events** (weddings, family reunions, gatherings)

$175 1 day

$335 3 days

$100 half day

$200 Security/damage deposit (refundable) – if any damage exceeds $200 the renter will be financially

 responsible for any additional costs. If any cleaning needs to be done by Garfield County Staff, deposit will be
 forfeited.

**RV or tent camping for an event is NOT included in the rental prices above.**

* There is no charge for Garfield County 4-H, Pomeroy FFA, or WSU-Garfield County Extension educational meetings.
* Organized Garfield County youth groups will be charged ½ of the above rates.
* Nails, paint, or any permanent markings are **NOT** allowed. Pushpins and thumbtacks are allowed. If there is any doubt on what is acceptable contact Shaniece Korrell at 509-366-5010.

**RV Park: For reservations, please contact Monica Bartlow, WSU/Garfield County Extension Office, 509-843-3701**$40 1 day May 15-October 31: Water/electricity (includes dump)
$30 1 day Off Season: Water/electricity (includes dump)
$10 1 day: Dry RV or tent (includes dump)
$325 1 month (includes dump) **PRIOR APPROVAL FROM COMMISSIONER’S ONLY!**
$10 Dump fee for persons **NOT** camped at the fairgrounds.

**Dry camping NOT in the RV Park or on the lawns**
$30 Fair and similar events – 3 Day Rent (includes dump)
$10 Daily or extra days - includes RV Dump

**Horse Stalls**

$12 1 Day (owner to clean stall)

**Indoor Storage for RVs or other equipment**

$45/month Under 17’
$50/month Over 17’

**Outdoor Storage for RVs or other equipment**

$35/month (6-month maximum storage time)

**The Hold Harmless Waiver must be signed and on record with Garfield County prior to storing your RV or other equipment.** Fees are payable to the **Garfield County Treasurer** and can be delivered to the WSU/Garfield County Extension Office, 757 Main Street, Pomeroy, WA 99347 or RV rents placed in the locked payment box at the west end of the RV park, EXCEPT during fair weekend.
**Fair Weekend RV Rents**: 50% of weekend fee due within two weeks of reservation, non-refundable. The balance must be paid on or before September 1st, or space will be forfeited to the next person on the waiting list.