

**KLAMATH COUNTY FAIRGROUNDS/EVENT CENTER
RENTAL AGREEMENT**

This is an AGREEMENT made in duplicate at Klamath Falls, Oregon on _____ between the Klamath County Fair Board, 3531 South 6th Street, Klamath Falls, OR 97603, hereinafter known as the BOARD, and, _____ **d.b.a** _____ hereinafter known as the RENTER.

THE BOARD AND RENTER HEREBY AGREE AS FOLLOWS:

1. The BOARD agrees to rent to the RENTER the following described facilities and/or property located at the Klamath County Fairgrounds/Event Center, 3531 South Sixth Street, Klamath Falls, OR 97603, to-wit:

SCOPE OF RENTAL REGARDING:

Event Name:

Event Type:

Facilitie(s) to be Used:

Cost:

Deposit Amount: Due By:

Set Up day(s): Event day(s): Tear Down Day(s):

Other Stipulations:

Overtime: Refer to Paragraph #2 below

Insurance: Refer to paragraph #8 & #9. Use of alcohol must be addressed on the insurance certificate.

Alcohol: If alcohol is to be sold on premises, it will be charged to the RENTER per the rate sheet attached and renter is responsible for recording with the Oregon Liquor Commission (application is included with this Agreement.) The RENTER will be the only party billed for alcohol and it will be the RENTER'S responsibility to charge back to their concessionaire. The Fairgrounds/Event Center will NOT bill the server.

2. The RENTER agrees to pay rent to the BOARD for the use of the above listed facilities and/or property as well as all sums due for utilities, additional facilities and/or property **used but not listed above and in accordance with the rate sheet attached hereto and by this reference made a part hereof.** Said payment shall be made in the usual course of business after RENTER receives the BOARD'S statement. The RENTER further agrees to pay overtime charges for each employee required to remain on duty during an evening event the sum of \$40.00 per hour from 9:00 PM until 12 MID-NIGHT and \$50.00 per hour from 12 MID-NIGHT until 2 AM, whereas, all persons shall be removed from the Fairgrounds/Event Center, unless otherwise approved by FAIRGROUNDS/EVENT CENTER MANAGER. The employee's time will end one-half hour after the event closes to allow for the checking and closing of the facility.

3. The RENTER agrees to provide the BOARD, thirty days in advance of the scheduled event, a fully executed copy of this Agreement by the responsible party. If the fully executed Agreement is not received within this time period, the Agreement shall become null and void. The only exception to this requirement is if an event is scheduled or booked within less than thirty days of the event. In which case, the Agreement shall be due in the Fairgrounds/Event Center office no later than seven business days prior to the scheduled date of the event.

4. PAYMENTS- A booking/survey fee of \$50.00 will be required at the time of booking to save a date and receive a contract. The booking/survey fee will only be refunded after a completed survey is received by BOARD. If event is cancelled, \$50.00 booking/survey fee is non-refundable. RENTER must pay deposit amount specified on page 1 of this document 30 days prior to event date. Deposits will be based on rental history and estimation of event needs. All post event contractual payments are due 30 days from the bill date. If payment is not received by the due date, a 1.5% finance charge will be assessed. If the bill becomes 60 days overdue, legal action may be taken to collect the funds. If RENTER has more than one date, or a series of dates, each date must be paid prior to the next one taking place. In extreme cases, a payment plan may be arranged at the terms and at the discretion of the Fairgrounds/Event Center Manager and/or the Fair Board; however, arrangements must be made within the 30 days from the bill creation to bill due date.

5. The RENTER agrees to provide the BOARD, one week prior to the scheduled event, a diagram of the floor plan of the event, along with any power requirements necessary for the event. The RENTER further agrees to provide the BOARD with a list of concessionaires and/or employees who will be involved with the event as well as a description of what they will be doing or selling.

6. The RENTER agrees to be responsible for the care and condition of the facilities and the property covered by this AGREEMENT while in RENTER'S custody and shall return it to the BOARD in as good condition as when received, less reasonable wear and tear. **Never move or remove** any stake, pole, panel, pen or tension strap from where the installation crew has placed it. This can cause serious problems with structural integrity or damage to equipment. **If you have any questions about this important safety issue, please contact us at (541) 892-6311 or (541) 891-6716.**

7. The RENTER shall have access through the Klamath County Fairgrounds/Event Center to the facilities covered by this AGREEMENT during the period of this AGREEMENT. Permission for access to and occupancy of the facilities rented shall extend to the RENTER'S business invitee, guests, employees and agents. Should the facility that is covered by this AGREEMENT be one that vehicle travel is allowed to drive into for unloading and loading, i.e.: Indoor Arena, Livestock Barns and /or Event Center, the RENTER agrees to enforce that there be no vehicle access in or out of the facility rented by the above named RENTER, by the RENTER'S membership (should it be a member organization), or by the RENTER'S vendors, business invitee, guests, employees, and/or agents, while the event is open to the general public and the general public is present in the said facility. Any vehicle travel shall have to be done before or after the general public's presence.

8. The RENTER hereby assumes and agrees to be responsible for and as to the Board of County Commissioners and members of the Klamath County Fair Board and their employees, jointly, severally, individually and privately, to hold harmless from all claims and demands of every kind and nature, including the cost of defending, for damage or injury to persons or property and for contract liability arising in any manner from RENTER'S use and occupancy under this AGREEMENT.

9. The RENTER shall obtain, at RENTER's expense, and keep in effect during the full term, as defined under the "scope of rental", of this AGREEMENT (including set up and tear down days), Commercial General Liability Insurance coverage limits equal to or greater than the minimum limits set forth herein, covering Bodily injury and Property Damage, which may arise out of the operations of the RENTER or their subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable, on a "per

occurrence” form. This policy must be under the same name as the one provided on this AGREEMENT. Such insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. RENTER’S insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this AGREEMENT.. **The carrier shall include Klamath County, Klamath County Fair Board and employees as additional insured on the policy and forward a certificate of insurance evidencing the existence of all insurance coverage(s) required by this AGREEMENT prior to the commencement of any work to the Fair Board.** The carrier shall notify the Fair Board at least ten (10) days prior to any cancellation or modification.

- General Liability
 - o Each Occurrence \$1,000,000
 - o Aggregate \$2,000,000

10. This AGREEMENT is personal to the RENTER. It may not be assigned, sublet or seized by attachment or execution or in any manner transferred to any other person, firm or entity, either voluntarily or involuntarily or by operation of law or otherwise.

11. The BOARD reserves the right to make reasonable rules for the use and occupancy of the Klamath County Fairgrounds/Event Center and the facilities covered by this AGREEMENT and the RENTER agrees for himself, his agents, employees, guests and business invitee to abide by all such rules promptly upon notice thereof.

12. The RENTER accepts the facilities and property hereby rented in the condition existing as of the first day of occupancy. The BOARD makes no representations as to condition or quality of any of the facilities or equipment covered by this AGREEMENT.

13. The RENTER agrees to provide all security deemed necessary by the BOARD for the event covered by this AGREEMENT. The BOARD shall reserve the right to approve or disapprove the security provided by the RENTER. All security provided will be paid for by the RENTER.

14. Should the BOARD be required to file suit or action against the RENTER on any cause arising in any way from this AGREEMENT, the RENTER agrees to pay to the BOARD a reasonable sum as attorney fees, determined by the Court having jurisdiction of the cause, along with the costs and disbursements incurred therein.

15. Should RENTER cancel event 60 days or more prior to the first day of the event, no charge will be applied. Should Renter Cancel event 30-60 days prior to the event, 50% of final bill is still charged at prices on contract. Should Renter Cancel event 30 days or less of the event, 100% of final bill will be due to the fairgrounds. In the case of cancellation, deposits or pre-payments already made are nonrefundable.

16. COPYRIGHT: Entertainers at County Fairs shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States and will hold harmless and indemnify Klamath County, Fair Board and its employees from any claims therefrom.

The terms of this Agreement contained herein are contractual, and not a mere recital. This Agreement shall be binding upon the parties to this Agreement and upon their heirs, administrators, representatives, executors and assigns. RENTER represents and warrants that he has not transferred to any person or entity any rights, causes of action or claims released in this Agreement.

INFORMATION ONLY

By _____ By _____

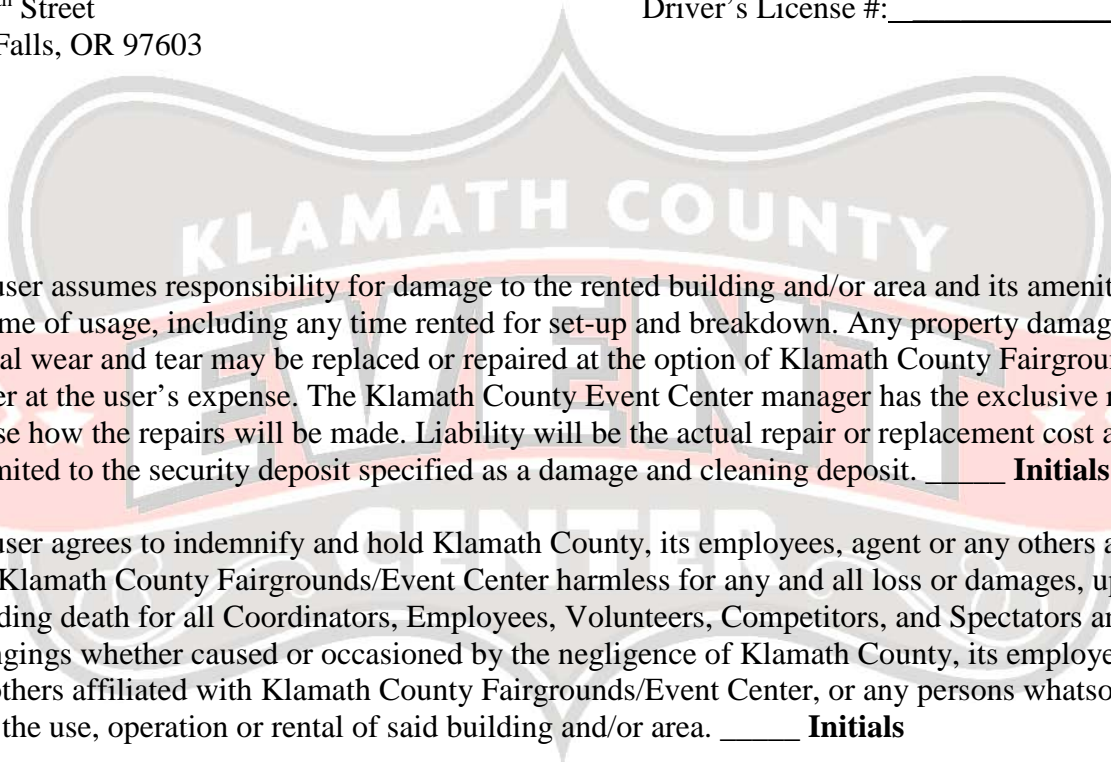
Date _____

Date _____

Address: _____

Richard T. Hoggarth, Manager
Klamath County Fairgrounds/Event Center
Tel (541) 883-3796 Fax (541) 883-3798
3531 S. 6th Street
Klamath Falls, OR 97603

Tel: _____
E-Mail: _____
Driver's License #: _____



1. The user assumes responsibility for damage to the rented building and/or area and its amenities during the time of usage, including any time rented for set-up and breakdown. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of Klamath County Fairgrounds/Event Center at the user's expense. The Klamath County Event Center manager has the exclusive right to choose how the repairs will be made. Liability will be the actual repair or replacement cost and will not be limited to the security deposit specified as a damage and cleaning deposit. _____ **Initials**
2. The user agrees to indemnify and hold Klamath County, its employees, agent or any others affiliated with Klamath County Fairgrounds/Event Center harmless for any and all loss or damages, up to and including death for all Coordinators, Employees, Volunteers, Competitors, and Spectators and their belongings whether caused or occasioned by the negligence of Klamath County, its employees, agents and others affiliated with Klamath County Fairgrounds/Event Center, or any persons whatsoever, arising from the use, operation or rental of said building and/or area. _____ **Initials**
3. The user agrees that payments or losses of any kind cannot be reimbursed when occurred under Acts of God (*Any act which is outside human control and therefore not the responsibility of any individual or corporation*) _____ **Initials**
4. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$50.00 per hour per employee. _____ **Initials**
5. A person in charge of the event must be in attendance at all times during the event. _____ **Initials**
6. All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Fairgrounds/Event Center or enter other buildings not indicated on the Rental Agreement. _____ **Initials**

7. Smoking on county property, including the fairgrounds, is prohibited. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any county property. _____ **Initials**
 8. A person in charge will not allow anyone to interfere with the fire alarm system. If the fire alarm sounds, a person in charge will instruct all guests to evacuate to a safe distance outside the building until such time as the Fire Department allows re-entry. _____ **Initials**
 9. All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings. _____ **Initials**
 10. A person in charge will assure that all garbage is placed in containers provided for the event. _____ **Initials**
 11. If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in the fairgrounds' property. Remove all decorations and attachments. The Fairgrounds/Event Center will not provide ladders or step ladders to the events. If decorations need to be hung any higher than standing level, renter shall bring their own ladder or step ladder. DO NOT stand on chairs to hang decorations. _____ **Initials**
 12. No alterations can be made to the buildings or grounds without the express permission of Klamath County Fairgrounds/Event Center management. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices, or any alteration of the building. _____ **Initials**
 13. The Exit Doors must be unlocked and cannot be blocked during the event. _____ **Initials**
 14. Unless otherwise specified, all events must end by 2:00 AM. Any event permitted to end later than the specified time must have management approval and have security present for the duration. _____ **Initials**
 15. No alcohol is allowed on any portion of the Fairgrounds/Event Center unless consent has been given by the Klamath County Fairgrounds/Event Center and OLCC. There shall be no alcohol served to individuals under the age of 21. No exceptions _____ **Initials**
 16. Event Survey will be sent with the Invoice. It is due 30 days after event. If not received by the BOARD by date specified as due date on the invoice, the \$50.00 Booking/Survey fee will be forfeited to the BOARD. _____ **Initials**
 17. Renter Understands the Cancellation Policy listed on Page 3 of this document _____ **Initials**
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