



PO BOX 94 515 W Orchard Avenue
Hermiston, OR 97838
541-567-6121 800-700-3247 fair@umatillacounty.net

Please read complete the following contract. It is your responsibility as the Lessee to understand all rental rules and guidelines outlined in this contract. If you have any questions about anything outlined in this contract, contact the fairgrounds office immediately. The sheet included (rental rules and contact information) with this contract is your copy to keep during the rental in case any questions should arise.

LESSEE INFORMATION:

Name _____
CONTACT: _____ Phone: _____
Address: _____ City, St Zip _____
E-mail: _____

RENTAL INFORMATION:

Date of Event: _____ Time of rental ____ Approx # in party _____
Description of Function: _____ Alcohol Served _____ **Admission Charge \$ _____
Area Leased: Thompson Hall Rankin Pavilion Price Hall Cooper Hall Arena Mercantile Area
Grounds Coke Stage Area

OTHER NEEDS OR REQUEST:

Circle Request: Main Stage Dumpster Portable Toilets Arena Lights Round Tables
Chairs # _____ Tables # _____ Kitchen Horse Stalls Tie Stalls Aluminum Bleacher Stage

RESERVATION POLICY:

To reserve the facility, Lessee MUST provide a credit card number. The credit card is for security and will only be charged to cover any and all damages or charges incurred from rental use. **(Visa or MasterCard ONLY)**
CREDIT CARD# _____ Exp.Date: _____ Signature: _____
Refundable deposit is due and payable at the time you reserve the facilities. Rent is due one month prior to your event. If the event is canceled within 30 days of the scheduled date, 100% of the deposit will be forfeited. 30 days as of _____

RENTAL PAYMENT SCHEDULE Per day unless otherwise noted:

\$625.00	Thompson Hall	\$300.00 dep	\$1,500.00	Main Stage-3 Day Min
\$100.00	Day Before Event Setup		\$75.00	Dumpster
\$275.00	Rankin Pavilion		\$130.00	Portable Toiles
\$275.00	Price Hall-Cooper Hall		\$7.00	Round Tables (On Grounds Only)
\$750.00	Arena (1 Day)		\$18.00	Horse Stalls
\$950.00	Arena (2 Day)		\$13.00	Tie Stalls
\$1,500.00	Arena (3 Day)	\$1,000 dep	\$18.00	RV Full Hook Ups
\$500.00	Mercantile Area		\$500.00	Coke Stage Area
\$1,800.00	Grounds w/ Thompson Hall			

CLEAN UP PROCEDURES:

You will be schedule for an initial walk through prior to and after your event with a Fair Representative.

ACKNOWLEDGEMENT OF CONTRACT:

I have read and understand the Rental Rules, Rental Contract and agree to the terms.

SIGNATURE: _____ DATE: _____

THOMPSON HALL ACCOMODATIONS:

Tables
Chairs
Kitchen
Parking Lot
Restroom
Trash Cans and Liners
Small Out-Door Dumpster
Facility Clean and “Turn-Key” Ready

DEPOSIT: \$300.00

SET UP: \$100.00

RENT: \$625.00

INSURANCE:

\$300,000.00 of liability insurance naming Umatilla County Fair as an additionally insured, is required.

Insurance can be purchased online with a debit card at the Fair Office, or by visiting www.ebi-ins.com/tulip and entering Entity Code 0501-AG3. Prices vary.

Proof of insurance must be faxed or mailed to Fair Office 3 days prior to event.

SECURITY:

Suggested: Rovers Security 503-252-9535

Blue Mountain Security 541-963-0552

Hired security services must be certified & bonded in the State of Oregon.

All security must be DPSST certified.

NOTE The Umatilla County Fairgrounds has 24 hour camera surveillance.

BEVERAGE SERVICES

Unruh Management and Consulting, LLC is under contract with Umatilla County as the exclusive provider of alcoholic beverages for the Umatilla County Fair and Fairgrounds. They provide different styles of service to fit the type of special event that you choose to have on the grounds.

From beer, wine and spirits service for weddings and banquets, to your largest fair, trade show or themed festivals Unruh's 35 years of experience can answer the questions you have regarding your event.

For more information please contact; Carroll Unruh @ 503-480-5485 or the fairgrounds office 541-567-6121 or 800-700-3247.

INSURANCE:

Renter must obtain a \$300,000 liability insurance policy naming Umatilla County/Umatilla County Fairgrounds as additionally insured. The Fairgrounds physical address stated for the policy should be 515 W Orchard Avenue, Hermiston, OR 97838. **Proof of insurance must be faxed or mailed to Fair Office 3 days prior to event.**

**ADMISSION CHARGE:

Umatilla County Fair will receive 15% of all money received for admission, or the rent, whichever is greater.

SECURITY:

Two-Eight Security Officers are required for each event, unless otherwise stated by the Fairgrounds Management. All security companies must be pre-approved prior to event. **Proof of security will be required 3 DAYS prior to keys being released.**

CONCESSIONS:

When concessions are sold at the event, the fairgrounds are entitled to 15% of the total gross sales. (Gross sales is defined as the total money received for concessions). **CASH REGISTER RECEIPTS ARE REQUIRED.**

ALCOHOLIC BEVERAGES:

If alcoholic beverages are to be consumed during your event you must obtain the appropriate Oregon Liquor Control Commission license and furnish copies to the Fairgrounds Office. Such license must be displayed during function. **OLCC PERMITS:** A valid OLCC permit must be obtained and a copy shall be submitted to the Fairgrounds if alcohol is served at the event. Licensed server shall serve no visibly intoxicated person and shall serve no person after 12:30AM. All alcohol is to be served in clear cups. No glass containers. A OLCC licensed server is required to be on premise at all times when alcohol is served.

ALCOHOLIC BEVERAGE SALES:

Umatilla County Fairgrounds has granted an exclusive license to C & D Event Management (Licensee) for the sale of any alcoholic beverage on the premise. Alcoholic beverages may not be sold by anyone other than C& D Event Management. *Please review specific details regarding alcohol in Terms & Conditions.

PARKING:

Absolutely **NO PARKING** inside of fairgrounds. Unloading and loading of equipment, food and supplies can be unloaded by Thompson Hall, then vehicles need to be moved to the street and/or other designated parking area. **No cars are to be on the fairgrounds.** Parking is available in the Rodeo Arena Area if there are no events being held.

RENTER RESPONSIBILITIES:

- Renter must participate in a walk through inspection of the facility and grounds prior to the event.
- The facility must be maintained during event. (Fairgrounds staff will not be available during your event.)
- Renter must provide all ice and coolers for event.
- Provide all equipment and labor necessary to run event.
- All trash from around the facility, parking lot and any other area used by the event needs to be picked up.
- Event garbage exceeding the capacity of the grounds dumpster, must be taken off grounds and disposed of by the renter.
- Fairgrounds will consider refunding the deposit, if the facilities are returned to their original state at the close of the event.
- Refunded deposits will be mailed to the person named on the signed contract.

TERMS & CONDITIONS:

The leased premise shall be used for the limited purpose set forth above, and for no other purpose. If this use is prohibited by law or governmental regulation, this lease agreement shall immediately terminate.

This lease agreement is personal to LESSEE. It may not be assigned, subleased, seized by attachment or execution, or in any manner transferred to any other person or entity, whether by operation of law or otherwise.

LESSEE shall:

Conform to all applicable laws and regulations of any public authority affecting the leased premises and the use, and correct at LESSEE' s expense any failure of compliance created through LESSEE's fault or by reason of LESSEE's use.

Refrain from any activity that would make it impossible to insure the leased premises against casualty, or that would increase the insurance rate unless Tenant pays the additional cost of the insurance.

Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of Umatilla County. In particular, and without limiting the foregoing, LESSEE shall allow no music on the leased premises after 12:30 a.m., and shall keep any and all exterior doors to the leased premises closed.

Refrain from loading the electrical system or floors beyond the point considered safe by prevailing engineering and architectural standards.

Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior wall, window, or roof of the leased premise without the express written consent of LESSOR.

LESSEE understands that the permanent concession stands and contents are not subject to this lease.

Before going into possession of the leased premises, LESSEE shall procure at LESSEE's cost, and shall furnish to LESSOR satisfactory evidence of, comprehensive general liability insurance with a responsible company with limits of not less than \$300,000. This will cover injury to attendee's as well as damage to property. Such insurance shall cover all risk arising directly or indirectly out of LESSEE's activities on or any condition of the leased premises, and shall name LESSOR as an additional insured. LESSEE will not do or permit to be done on the leased premises anything that would in any way conflict with the conditions of such insurance.

LESSEE shall be responsible for the cost of any and all repairs to or replacement of the leased premises or other Umatilla County property necessitated by the conduct of LESSEE, its agents, employees, and invitees, whether negligent or otherwise.

LESSEE shall indemnify and defend and hold harmless LESSOR from any claim, loss, or liability arising out of or related to any activity of LESSEE on the leased premise or the Umatilla County Fairgrounds, or any condition of the leased premise in the possession or under the control of LESSEE. LESSOR shall have no liability to LESSEE for any injury, or damage caused by third parties, or by any condition of the leased premises.

LESSEE shall allow LESSOR, its agents, employees, and invitees, to enter the leased premises at any time for the purpose of making repairs, alterations or inspections.

Security is required for all activities conducted on the leased premise. LESSEE shall, after consultation with LESSOR, make arrangements for suitable security on the leased premises, at LESSEE's expense. Security must be on duty from the time the LESSEE's function or activity begins until thirty minutes after it stops. Specific security requirements will be determined by the nature of LESSEE's function or activity. LESSEE's security arrangements must be pre-approved by LESSOR. LESSOR may in its discretion require other or additional security arrangements at LESSEE's expense. Certified security guards will be used and required for public events. If serving alcohol additional security guards are required. It is the sole responsibility of the renter to control the event, protect the people present, and comply with all applicable laws and regulations. The Umatilla County Fairgrounds has no responsibility for the event, and Fairgrounds staff will not be onsite

TERMS & CONDITIONS continued:

unless contracted to do so. LESSEE is responsible for making security arrangements when equipment is stored in the building or parking lot overnight. A security plan must be provided to the Umatilla County Fairgrounds at least (14) days prior to the event. Security, staff or Fair Manager has the right to shut down your event if Security finds security is in jeopardy, if number of guest exceeds the number of guest specified and paid for in this contract, or at such time within the discretion of Security. No Exceptions, No Refunds. The Umatilla County Fairgrounds shall not be held liable for any; damage, or for items lost or stolen from the Umatilla County Fairgrounds during an event or activity, and Renter shall hold the Umatilla County Fairgrounds harmless from any claim or loss or damage.

LESSEE is solely responsible for all costs and charges associated with the function or activity conducted on the leased premises.

alcoholic beverages are to be consumed on the leased premises, LESSEE shall obtain the appropriate Oregon Liquor Control Commission (OLCC) license, and furnish evidence thereof to LESSOR before occupying the leased premises. Such license shall be displayed at the leased premises during LESSEE's function or activity. LESSEE shall serve no visibly intoxicated person, and shall serve no person after 12:30 a.m. **OLCC PERMITS:** A valid OLCC permit must be obtained and submitted to the Umatilla County Fairgrounds and the local Police Department, if alcohol is sold or served at public events. All alcohol is to be served in clear, see-through cups. A OLCC Licensed server is required on premises at all times when alcohol is served. **ALCOHOLIC BEVERAGE SALES:** LESSOR has granted an exclusive license to C & D Event Management (Licensee) for the sale of any alcoholic beverage on the premises. Alcoholic beverages may NOT be sold by LESSEE, except through the Licensee. Failure of LESSEE to comply with any term or condition of this agreement shall constitute a default by LESSEE. In the event of any default by LESSEE this lease agreement may be immediately terminated, at the option of LESSOR. Whether or not the lease agreement is terminated by LESSOR (or otherwise), LESSOR shall be entitled to recover the full amount due under the lease agreement, recover damages from LESSEE for the default, re-enter, take possession of the leased premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. The foregoing remedies are cumulative and shall be in addition to and shall not exclude any other remedy available to LESSOR under applicable law.

upon expiration of the lease agreement or earlier termination on account of default, LESSEE shall deliver all keys to LESSOR, remove any property of LESSEE, debris and garbage, and surrender the leased premises in first-class condition and broom clean.

Waiver by either party or strict performance of any provision of this lease agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

FULL PAYMENT is required 30 days prior to LESSEE taking possession of the leased premise. In the event of cancellation by LESSEE, sum paid by LESSEE may be refunded, in whole or in part, only upon 30 days or more advance notice to LESSOR of the cancellation.

End of Event: You must make an announcement to your guest that "it is last call" 30 minutes prior to the end of the event. The band or DJ must stop playing music 15 minutes prior to the end event.

Gang Activity: There will be zero toleration of gang related incidences. If at any time during the event, activity such as the destruction of property, graffiti or the displaying of "Colors", confrontations, fights inside or outside of the building or parking lot, then the event will be shut down and all guests shall leave the premises. The police will be called and a report filed. Renter will be charged \$300.00, and the cleaning deposit will not be refunded. There will be no exceptions.

LESSEE has read this lease agreement and any and all attachment hereto, and understands and accepts all of the terms and conditions thereof.

If you are interested please mail the contract with your payment to Umatilla County Fairgrounds, PO Box 94 Hermiston, OR 97838.