

# BENTON COUNTY FAIRGROUNDS

## POLICIES AND PROCEDURES



Adopted by the Board of Commissioners of Benton County June, 2007

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**BENTON COUNTY FAIRGROUNDS  
POLICIES AND PROCEDURES  
FOR PERSONS AND ORGANIZATIONS RENTING  
BENTON COUNTY FAIRGROUNDS FACILITIES**

The following rules and regulations shall be incorporated into signed lease agreements and each rule and/or regulation shall be considered a binding provision of the lease agreement. Where possible, the provisions herein shall be read in conjunction with those in the signed lease agreement. Where provisions contradict, the provisions in the signed lease agreement shall control. However, no oral agreements, implied or express shall have any force in interpreting or changing any of the following rules and regulations. These rules apply to the use of all BCF property and facilities including horse stalls and campgrounds.

Benton County Government retains control and management of Benton County Fairgrounds, also known as BCF, at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

**Section I      General Policies**

**1.      American with Disabilities Act**

- a. It is the policy of the BCF to provide reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act. Lessees may not alter access to buildings in such a way as to limit access by people covered by this ADA.

**2.      Discrimination**

- a. No individual or group may utilize facilities or equipment belonging to Benton County or the Benton County Fairgrounds to host a function that, by its admission rules or advertising, discriminates on the basis of race, national origin, gender, sexual orientation, or religion. Any individual or group found to be promoting their event in such a discriminatory fashion may have their lease canceled up to and including the day of the event.

**Section II      Grounds Rental Policies**

**1.      Reservations**

- a. Event Holder, hereinafter: “Lessees” must contact the BCF Office Management to determine date availability and complete a Lease Agreement. Consideration may be given to the Lessee to rent the same dates for the following years if requested, however, there is no guarantee of availability until a signed Lease Agreement is completed.

**2. Rental Conditions**

- a. Rental fees will conform to the prevailing rental rates. Rental of the facilities will include general floor space, stocked restrooms, lined waste containers and utilities for normal electricity and lights.

**3. Refundable Security Deposit**

- a. All rentals require a deposit to guarantee against additional equipment, clean up, loss, damage and labor, incurred during rental.

**4. Usage Hours**

- a. Rental fees cover the use of the facility from 8:00 am until 12:00 am midnight. No event will be permitted to continue after 12:00 am midnight. In all circumstances, the BCF will be closed to the public and event participants between the hours of 12:00 am and 6:00 am.

**Section III Operational Policies**

**1. Access during Events**

- a. Lessees do not have exclusive use of rented premises or buildings. BCF personnel are responsible for management and maintenance of the BCF and shall have the right to access the facilities at any time during any event. Anyone who displays proper credentials as a representative of Benton County must be admitted to the event for purposes of observation, audit or enforcement or any other Benton County business. Any attempt to exclude properly credentialed personnel from BCF premises may result in immediate shutting down of the event.

**2. Access to Facilities**

- a. Neither Lessee nor any of its employees or agents shall enter any building or area of the BCF not explicitly covered by the provisions of the Lease agreement, or any portion of any building or structure marked "Employees only". Lessee takes responsibility for ensuring that none of the event participants enter into or upon areas of the BCF not explicitly covered by the provisions of the Lease agreement or any portion of any building or structure marked "Employees only". Lessee shall notify security personnel immediately if they know of event participants willfully disregarding the provisions of this paragraph after warning. Any person found in unauthorized areas may be considered to be criminally trespassing and may be removed from the premises or arrested as appropriate.

**3. Accidents and Injuries**

- a. When accidents and/or injuries occur it is imperative that first aid be administered at once. Notification should be made to emergency services by calling 911. Lessee must also contact BCF contact persons anytime there is a serious injury or illness or any incident involving police, fire or medical response.

**4. Administration Hours of Operation**

- a. BCF office personnel are available Monday through Friday between the hours of 8:00 am and 5:00 pm. Maintenance personnel are available Monday through Friday between the hours of 7:00 am and 5:00 pm.

**5. Advertising**

- a. Lessee shall not hang signs or other advertising materials anywhere on the premises without prior written approval of the BCF Office Management. The BCF does recognize the need for Lessees to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event basis.
- b. Lessee is responsible for all public advertising (dates, time, price, location, etc.) regarding their event. At its discretion, the BCF may promote the event through its normal promotion channels (Reader Board, Telephone Event Line, Web Site, etc.) at no charge to the Lessee.
- c. BCF Management personnel shall not be responsible for event promotion. The BCF office phone number as well as any Benton County phone numbers shall not be published or placed on any promotional material for any event or otherwise published in connection with the event. The Benton County logo may not be used on any promotional material without the express written consent of Benton County.

**6. Alcohol / Illegal Substances**

- a. Unless authorized by the Lease Agreement, and unless all required permits and insurance policies are in place, and proof of such is submitted to BCF, no alcohol may be consumed, possessed or distributed in any way in or upon BCF premises. Even when authorized by the Lease Agreement and other requirements detailed above are met, the following is prohibited:
  - 1. Consumption or possession of alcoholic beverages by minors (those under the age of 21).
  - 2. Providing alcoholic beverages to visibly intoxicated persons.
- b. All substances or things considered “contraband” by state or federal law are prohibited in or upon BCF premises. This includes controlled substances and “precursor substances” (common ingredients in the manufacture of methamphetamine).
- c. These provisions relating to alcoholic beverages and contraband will be strictly enforced. Violations may result in the event being shut down immediately and may also result in the arrest of offenders.

**7. Animals**

- a. All animals must be leashed, penned, stalled and/or otherwise confined under the direct control of the owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other BCF patrons and

personnel. Violation of this policy may result in removal of the animals from the premises.

- b. Lessees utilizing the BCF for any activity in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the human care and treatment of animals. The Lessee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules regulations and/or orders as they relate to the needs and rights of those animals, which are under the Lessee's care and control.

## **8. Camping**

- a. Camping is permitted in conjunction with an event. However, the Lessee must make arrangements in advance and camping authorization must be included in the Lease Agreement. Lessee is responsible for all people associated with their event that are camping and for collecting any fees. All campers shall use designated areas for camping and parking. BCF personnel will determine location and number of spaces allotted.
- b. Camping is also available in the Horse Stall Area for Lessees associated with the 4-H Arena, Main Arena, or Horse Stall Lessees.

## **9. Cancellation of Event**

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
  1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
  2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

## **10. Clean-Up Guidelines**

- a. The buildings and grounds are cleaned and prepped prior to each event. The Lessee agrees to restore the facilities used to the same condition in which they existed prior to the Lease Agreement. The BCF reserves the right to charge the Lessee or retain from the deposit, for the cost of any type of clean up or damage, including the

removal of unusual amounts of trash or cleanup of trash which is not in proper receptacles.

**11. Compliance with Laws**

- a. The Lessee shall comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any law, ordinance, rule or order. The Lessee will immediately correct any violation attributable to the Lessee or the Event. Failure to do so will result in the Lessee's Lease Agreement being terminated, and the Lessee or its representative will be responsible for all costs attributable to such violation; and, the Lessee forfeits all rights to any fees paid to the BCF before such violation occurred.

**12. Control of Premises**

- a. In providing said premises to the Lessee, the BCF does not relinquish the right to control management thereof, nor to enforce all the necessary and proper rules for the management and operation of the premises. The BCF, its agent, management and or employees may enter the facilities at any time and on any occasion. The Lessee is reminded that the BCF are not secure, and that the Lessee is responsible for the security of Lessee's personal property at all times. The BCF accepts no responsibility for, nor assumes any liability for Lessee's personal property at any time. The Lessee should check and be satisfied that the security of the leased building(s) satisfies the conditions they are designed to provide.

**13. Damage Deposit**

- a. The Lessee must pay a refundable damage/cleaning deposit at the time the Lessee executes the Lease Agreement unless otherwise specified in the Lease Agreement. Lessee will be held responsible for any damaged or missing BCF property. The cost will be deducted from the damage/cleaning deposit or billed directly to the Lessee. All costs deemed necessary and incurred by the BCF for replacement and/or repairs caused on behalf of the Lessee will be billed to the Lessee within ten (10) working days after the event.

**14. Decorating / Decorative Materials / Display Equipment**

- a. Lessee is permitted to decorate rented portions of the BCF only for purposes of the event. However, the following rules must be followed:
  1. No decorating is to be hung from the ceiling inside any enclosed building or any structure with a roof;
  2. Lessee is discouraged from using ladders to decorate. However, to the extent Lessee or its agents choose to do so, they hereby agree to do so at their own risk and specifically and explicitly hereby waive any and all rights to recover against BCF, Benton County, or any of its elected officials, employees or agents, under any legal theory, for any injuries they may suffer as a result;



3. No decorations shall be affixed in such a way as to cause permanent damage or defacing of any structure or property as they are used, or when they are removed. Damages or clean-up resulting from the improper use of these materials will be following the event;
  4. No decorations are to be affixed to any safety equipment or any portion of any structure or property that may reasonably be expected to affect the safety of the premises. This includes, but is not limited to, wiring and associated equipment, lights, sprinklers, fire detection systems and fire suppression fixtures;
  5. Decorative materials must be made from non-flammable material and maintained in a flame-retardant condition;
  6. Any equipment, vehicles, etc. that are to be displayed within a facility must be approved prior to the event. All motor vehicles on display within a facility shall have battery cables disconnected, battery terminals taped, fuel tanks not more than 3/4 full and fuel caps locked or sealed;
- b. Lessee may be directed by security or BCF's representatives to remove any decorations not conforming to the above rules, and must do so immediately if directed.

**15. Default or Breach by Lessee**

- a. In the event of default in the specified payments or any other breach of this agreement by the Lessee, the Event will be canceled. If the Event is in progress, the BCF Office Management may re-enter the premises, remove all persons, and take whatever legal action necessary to obtain possession of the premises. The Lessee shall remain obligated to pay the full amount agreed to in the Lease. All deposits shall be retained by the BCF and shall be considered partial payment of any damages. Venue shall be in Benton County, Washington. Nothing in this paragraph limits the rights of Benton County allowed by law. If the Event is not presently in progress, then the BCF may bar the Lessee from entry in and upon the BCF premises. If the BCF chooses to bar the Lessee from the premises under this section, the BCF will endeavor to notify Lessee by telephone or mail, but failure to do so will not impair the BCF legal right to bar the Lessee from the premises for default or breach.

**16. Deliveries/Shipment**

- a. The BCF will not be responsible for, sign for or accept delivery of materials made to the BCF facilities for any lease holders, clients, vendors or exhibitors. Delivery of such items will be declined. The BCF assumes no liability with respect to security of these items.

**17. Donations to the Benton County Fairgrounds**

- a. From time to time groups have donated labor, materials, and equipment to Benton County for use at the BCF. It is understood that these donations become the property of Benton County at that time. A separate Leasehold Improvement Contract is required. It is also understood that these donations in no way confer special privileges or discounts upon the donors to the BCF.

**18. Equipment/Vehicles**

- a. Operation of County Equipment/Vehicles – Use of equipment, fuel tanks and vehicles owned by Benton County and BCF is restricted to Benton County employees only. The exception to this restriction would be to a Contract Holder or Lease Holder that has written authorization from BCF.
- b. Non-County Owned Equipment/Vehicles – Personal equipment and vehicles cannot be operated or stored on BCF without prior written authorization. Lessee is responsible for the operation and any damage to the facility by non-county owned equipment/vehicles.

**19. Event Staffing**

- a. Lessee shall provide ushers, announcers, ticket takers, clean up crew and other personnel necessary to conduct the activities described in the Lease Agreement. The BCF personnel are available for facility/grounds rental and routine maintenance only.

**20. Extension Cords**

- a. Any required extension cords to connect to the BCF electrical outlets must be provided by Lessee. Extension cords shall be UL rated 15 amps minimum and contain ground wire. Electrical cords are not permitted to run across any public access way including aisles and roadways. There is to be a clearance of three feet left in front of any electrical panel. Lessee is responsible to ensure that all electrical connections and usage comply with the National Electrical Code and applicable building and fire codes. Use of an electrician is recommended for complex setups.

**21. Facility Alterations**

- a. Lessee may not undertake any facility alterations i.e. mechanical, plumbing, carpentry or telecommunications without prior written authorization of BCF Office Management. All work performed on the facility must be approved in advance, and presented in detail to the BCF Office Management. The Lessee will pay any repairs for damage that might be caused due to work performed, whether it is approved or not approved. Prior to the commencement of any work on the BCF property, proof of insurance must be filed with the BCF and be approved by the Benton County Risk Manager.

**22. Food Service and Event Catering**

- a. No food and/or beverage of any type may be sold or given away for consumption to the general public by the Lessee or vendors during any commercial event without approval from the BCF Office Management. The BCF Office Management will specify locations where food and beverages will be sold.
- b. When an event involves a temporary food/beverage service operation or food/beverage demonstration, the Lessee is responsible for informing the vendor/exhibitor or food/beverage service operators that a permit is required from the Benton County Health Department, for ensuring such is obtained, and for providing

proof of such to BDF prior to the event. Lessee is responsible also for ensuring compliance with insurance requirements for such food service operations or demonstrations as specified in the Lease Agreement and for providing proof of same.

**23. Horse Stall and Arena Usage Guidelines**

- a. Horse Stall rentals must have a Horse Stall Boarding Agreement, an Equine Training Track Usage Agreement (Haul-In Pass) or a Lease Agreement with the BCF. Individual Lease Agreements specify use of the Main Arena or 4-H Arena.

**24. Insurance**

- a. General liability insurance is required for all Lessees and is described in detail in the Lessee's Lease Agreement. Liquor liability insurance will be required to serve and/or sell alcoholic beverages. Additional liability insurance may be required for each individual event.

**25. Key Distribution**

- a. The Lessee will receive one (1) key for each secured facility leased for the event. All keys must be returned to the BCF on the first business day after the final day of the event or the last closeout day, whichever is later. A Fifty Dollar (\$50.00) fee applies for each key not returned to the BCF within two (2) business days of the event. Such fee may be deducted from the damage/cleaning deposit.

**26. Lease Agreements**

- a. No organization or individual may use any portion of the BCF for an organized event or scheduled function without having first obtained a Lease Agreement with the BCF for occupancy. The Lease Agreement is issued on an authorized Lease Agreement form.

**27. Lessee Access to Facilities**

- a. Lessee is only allowed access to the facilities after 8:00 AM, (except for camping in accordance with camping permit) unless the BCF Office Management has given written permission for earlier entry. If the Lessee enters the facilities prior to 8:00 AM without proper authorization, the Lessee may be charged an additional day's rent. The Lessee agrees that all activities, including music, other than cleaning will cease no later than 12:00 am midnight each day of the Event. The Lessee agrees to see that all guests leave the facilities no later than 12:00 am midnight except for the people responsible for cleaning. The Lessee must vacate the property no later than 11:00 am the day following the last day of the Event or any agreed to move-out day; or the Lessee will be charged a fee for one additional move-out day. The Lessee or Lessee's Representative must remain on the BCF at all times during the Event.

**28. Liability**

- a. The Lessee specifically acknowledges and agrees that it is solely responsible for the safekeeping of its property, and the safety of its principals, employees, agents, contractors, vendors and attendees during the event or any activity related to the event or the use of the facilities. Except as required by law, BCF, and Benton County,

assumes no liability or responsibility for any injury to any of the parties mentioned in this paragraph, or for any damage to Lessee's property. This includes any costs associated with law enforcement activity, ambulance services or firefighting associated with, incident to, or related to use of the facilities, or performance under this agreement.

**29. Licenses and Permits**

- a. Special licenses and permits may be required for an event. The Lessee is responsible to determine what permits, if any are applicable to the event and is required to obtain all permits and/or licenses required by applicable law, ordinance, resolutions and rules. A Banquet Permit, Special Occasions License or Liquor License will also be required when selling/serving alcohol. The type of permit will depend upon the type of event. All necessary permits and/or licenses must be obtained and presented to the BCF prior to the first day of the Event, or the first day of set up if applicable.

**30. Lost or Stolen Articles**

- a. BCF shall not be responsible, under any circumstances, for property of the Lessee while on the premises. The BCF Office Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Lessee. In addition, the BCF Office Management is not responsible for any loss of articles or equipment left unattended in any facility. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Lease Agreement.

**31. Noise Control**

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10<sup>th</sup> Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

**32. No Smoking Policy**

- a. In accordance with Benton County Ordinance No. 430 and Resolution 06 023, smoking is prohibited in all Benton County facilities. The Lessee shall enforce this

policy as to all event participants. Failure to do so is a violation of the Lease Agreement.

**33. Outside Equipment Rental**

- a. The Lessee may employ a decorating or equipment rental firm. The Lessee will be responsible for renting, re-stacking and clearing equipment rented from an outside source upon conclusion of the event. The BCF will not be responsible for rented equipment lost or damaged before, during or after an event.

**34. Parking on the Fairgrounds**

- a. For the safety of all users, and in compliance with local and state codes and ordinances, no parking is allowed in fire lanes or where otherwise posted “No Parking”. All vehicles must be removed from loading areas and parked in the main parking lot before the event begins. All parking during an event is limited to the main parking lot only. Vehicles found in violation of the above policies may be towed away at the owner’s expense.

**35. Paid Parking**

- a. The Lessee and the BCF agree that the Lessee may charge for parking at the event. The Lessee shall pay 15% of the gross receipts generated to the BCF.

**36. Payment Policy**

- a. The Lessee must pay a refundable damage/cleaning deposit at the time the Lessee executes the Lease Agreement unless otherwise specified in the Lease Agreement. The balance of the Lease Agreement is then due two weeks prior to the event.

**37. Prohibited Items**

- a. With the exception of Benton County owned vehicles, no motorcycles, mopeds, bicycles, roller blades, roller skates, scooters or skateboards are permitted anywhere on the BCF property. It is the responsibility of the Lessee to enforce this policy.

**38. RV/Trailer/Boat Storage**

- a. Recreational Vehicles, Trailers and Boat storage are available from November 1 through February 28. These each must have a Storage Space Contract with the BCF.

**39. Refuse Disposal**

- a. The Lessee agrees to remove all personal property from the facility immediately after the event is concluded. Failure to remove such items will result in removal by the BCF, with the cost thereof subtracted from Lessee’s damage/cleaning deposit. If the additional removal costs exceeds the deposit (or the amount remaining, if any, after other applicable deposit for future), the Lessee shall immediately pay the BCF the additional cost amount.
- b. The Lessee is responsible for all service and dumping fees.

- c. The Lessee agrees to pay the estimated refuse cost specified in the Lease Agreement. Any additional refuse costs will be deducted from the Lessee's damage/cleaning deposit unless otherwise arranged. If the additional refuse costs exceed the deposit (or the amount remaining, if any, after other applicable deposit for future), the Lessee shall immediately pay the BCF the additional cost amount. If the Lease does not specify a refuse cost and/or garbage bin size, the standard size garbage bin is one (1) four (4) yard bin per Event.

**40. Returned Check Policy**

- a. Any payments or deposits made for rental of any facilities by individuals or organizations by check which are dishonored by the check writer's bank or financial institution, require the Lessee to replace that amount in cash, money order or cashier's check, within five (5) business days or be subject to cancellation of their event. Further, all future payments for that event must be paid in cash, money order, or cashier's check. A \$25.00 fee may be charged on all returned checks.

**41. Safety**

- a. All Buildings, facilities, and equipment are rented "as is". Lessee is responsible for conducting a "walk through" of rented buildings to ensure that the buildings and associated equipment are safe, and meet the needs of the event. If a Lessee should find an area that is unsafe, Lessee must immediately report it to the BCF Office Management. BCF shall not be responsible for unreported unsafe or unsuitable conditions.

**42. Sales Tax Collection**

- a. Lessees and their vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Benton County, the City of Kennewick and the State of Washington. It is the Lessee's and/or the Lessee's vendors responsibility to collect and submit payment.

**43. Security Requirements**

- a. Lessee is responsible for selecting appropriately skilled security guards to provide for safety and security within the event. Hired security guards shall contract directly with Lessee and shall be instructed by and report to Lessee or designee. Any security guards hired for the event must be currently licensed to do business in the State of Washington as security guards and bonded for the same purpose. Lessee shall hire a minimum of one (1) security guard for every 100 people anticipated or actually attending the event with a minimum of two (2) guards per event. Lessee is responsible for increasing the number of guards in attendance if actual numbers of attendees exceed anticipated numbers.
- b. If alcoholic beverages are authorized to be consumed, possessed, sold or distributed at the event, then Lessee will be required to pay an additional fee so that BCF may procure off-duty law enforcement officers to monitor the event for criminal violations. This additional fee will be detailed in the Lease Agreement. The number of off-duty law enforcement officers, and the total fee, will be determined by BCF

and the appropriate law enforcement agency, and is not negotiable. The required presence of law enforcement officers in this paragraph is in addition to, and not a substitute for, Lessee's hiring of security guards as required above. Law enforcement officers hired by BCF pursuant to this paragraph shall report to BCF and shall have full access to all portions of the event. Lessee shall not attempt to exercise control over the actions of the hired law enforcement officers.

**44. Set-Up/Tear-Down of Event**

- a. Equipment provided (tables, chairs, waste containers, etc.) will be available in the building or rental area. It is the Lessee's responsibility to position any equipment as desired. Any set-up or moving of equipment or any materials will be the responsibility of the Lessee.
- b. Lessee is responsible for the following:
  1. All set-up and take down of decorations, equipment, materials, etc.
  2. Clearing and stacking of tables, chairs, etc. and placing on carts
  3. Placing all waste material and debris from the facilities that are leased into your events waste containers located on the BCF property.
  4. The BCF reserves the right to charge the Lessee or retain from the deposit, for the cost of any type of incomplete set-up/tear-down, including the removal of unusual amounts of trash.

**45. Sub-Leasing**

- a. The Lessee may not, under any circumstances, sub-lease facilities, equipment or materials owned by the BCF, without the express written consent of the BCF Office Management.

**46. Telephones**

- a. The Lessee may use the pay telephones located centrally on the BCF and at the main gate.

**47. Termination or Amendment**

- a. Unless otherwise specified herein, the BCF reserves the right to terminate or amend this agreement at any time by giving the Lessee thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

**48. Use Restrictions**

- a. The BCF will be rented based on the availability of dates, type of show, number of show days, and past performance of the renter. The BCF reserves the right to deny and/or cancel applications for rental of this facilities when, in the opinion of the BCF Office Management, such events may conflict with similar events previously scheduled or are not in the best interests of the BCF, Benton County, or the general public. In addition, the BCF reserves the right to base rental decisions on the best utilization of the facilities, greatest public interest, or highest revenues for the BCF. The BCF may refuse an event booking when, in its sole opinion, the event may cause

undue or unusual damage to the facilities, or cause or have the potential to cause cancellation of other events due to excessive cleaning or repair time.

- b. Lessees who:
  - 1. Hold events which cause public disruption, require law enforcement attention, or where county rules or policies or criminal laws are violated by event participants;
  - 2. Breach the Lease Agreement;
  - 3. Fail to pay fees of any sort, resulting in the need for legal action by Benton County to collect such fees;
  - 4. Hold events which subject Benton County to civil liability or to being a defendant in a lawsuitMay be prevented from leasing facilities in the future.

**49. Vehicles on Grounds**

- a. Only the Lessee's representatives responsible to set-up and decorate the facility(ies) being leased are allowed to drive into the BCF. Vehicles permitted to drive on the grounds must remain on the paved roadways unless otherwise authorized by the BCF personnel. The Lessee is responsible for the costs of damage resulting from authorized and/or unauthorized vehicle activity. Such costs may be deducted from the Lessee's damage/cleaning deposit. All other parking must be in the Main Parking Lot.
- b. Any driver operating a vehicle on the premises of the BCF pursuant to this paragraph must be duly licensed to operate a motor vehicle under Washington State law and must be in full compliance with all statutory and administrative liability insurance requirements. All such drivers must have their driver's license and proof of insurance available for inspection while driving on BCF premises, and must provide same for inspection upon the reasonable request of any BCF personnel, security personnel, or other employee or agent of the BCF. All drivers must abide by all rules of the road as associated by applicable law with driving upon a Washington State public highway or street. Furthermore, all drivers must comply with posted speed limits and other traffic control devices in or upon BCF premises. Any violation of this section may result in termination of the agreement and forfeiture of lessee's rights under this agreement including prepaid lease payments and/or cleaning deposits, or may subject the offending driver to being trespassed from the premises.

**50. Water Consumption**

- a. Water from drinking fountains, restroom sinks and blue faucets are potable water suitable for human consumption. Lessees wishing to use water from the standing spigots on the premises are cautioned as follows: Safe drinking water is provided in the blue faucets. The yellow faucets contain irrigation water not suitable for drinking.



**51. Weapons, Firearms and Fireworks**

- a. All firearms, fireworks and weapons used, demonstrated, discharged or utilized for decoration as part of the licensed event, must be approved in advance, in writing by the BCF Office Management.
- b. With the exception of law enforcement officers, security personnel licensed to carry firearms and acting in their official capacity, and persons licensed pursuant to RCW 9.41.070, no firearms or weapons are permitted on BCF property.

THE LESSEE OF THE BENTON COUNTY FAIRGROUNDS SHALL BE RESPONSIBLE FOR READING AND UNDERSTANDING THESE POLICIES AND PROCEDURES.