KLAMATH COUNTY FAIRGROUNDS

Rental Policies and Procedures

A living document - continually edited and updated by Fair Board and/or Management as needed by Statute and/or Fairgrounds use standards.
# Table of Contents

**INTRODUCTION** .................................................................................................................. 1
- Welcome ................................................................................................................................. 1
- Purpose of Policies and Procedures ...................................................................................... 1
- Purpose of Fees and Insurance Requirements ...................................................................... 1
- Establishment of Fees .......................................................................................................... 2

**GENERAL POLICIES GOVERNING CASUAL/EXCLUSIVE USE OF THE KLAMATH COUNTY FAIRGROUNDS** . 3
- Paid Use ............................................................................................................................... 3
- Casual Use ............................................................................................................................. 3
- Exclusive Use .......................................................................................................................... 3

**DEFINITIONS** ...................................................................................................................... 4
- Event .................................................................................................................................... 4
- Event Holder ......................................................................................................................... 4
- Casual User ........................................................................................................................... 4
- Exclusive Use ....................................................................................................................... 4
- Fairgrounds Management ..................................................................................................... 4
- Rental Agreement .................................................................................................................. 4

**FEE SCHEDULE CATEGORIES** ............................................................................................ 5
- Commercial/Standard Rate .................................................................................................... 5
- Commercial/Adjusted Rate ................................................................................................... 5
- Community Rate .................................................................................................................. 5
- Klamath County Rate .......................................................................................................... 5

**RENTAL USAGE POLICIES** .................................................................................................. 6
- Access During Events ............................................................................................................ 6
- Accident Management ......................................................................................................... 6
- Advertising ............................................................................................................................ 6
- Alcoholic Beverages ............................................................................................................ 6
- Animals ................................................................................................................................. 7
- Booking Fee .......................................................................................................................... 7
- Camping/RV Use .................................................................................................................. 8
- Cancellation of Event ............................................................................................................ 8
- Clean-up Guidelines ............................................................................................................ 8
- Damage Costs (Security Deposit) ......................................................................................... 8
- Decorations .......................................................................................................................... 9
INSURANCE REQUIREMENTS ................................................................................................. 15
Certificate of Insurance ........................................................................................................ 15
General Liability & Host and/or Liquor Liability Requirements ........................................ 15

SCHEDULE OF HAZARD/RISK CLASSIFICATIONS .......................................................... 16
Hazard Schedule I – Low/Minimum Hazard Risks ................................................................ 16
Hazard Schedule II – Minimum/Moderate Hazard Risks ....................................................... 17
Hazard Schedule III – Special Risks ..................................................................................... 17

SCHEDULE OF HAZARD/RISK CLASSIFICATIONS .......................................................... 16
Hazard Schedule I – Low/Minimum Hazard Risks ................................................................ 16
Hazard Schedule II – Minimum/Moderate Hazard Risks ....................................................... 17
Hazard Schedule III – Special Risks ..................................................................................... 17

FACILITY SCHEMATICS AND RENTAL FEE SCHEDULES ............................................. 18
Event Center ....................................................................................................................... 19
Exhibit Hall #1 ................................................................................................................... 20
Meeting Rooms (A or B) ...................................................................................................... 21
Exhibit Hall #2 ................................................................................................................... 22
Indoor Arena ..................................................................................................................... 23
Outdoor Arena ................................................................................................................... 24
Livestock Barns .................................................................................................................. 25
Equine Barns ..................................................................................................................... 26
Miscellaneous Available ................................................................................................... 27

EXHIBITS ............................................................................................................................... 28
Exhibit I – Release and Waiver of Liability (Under 18) ......................................................... 28
Exhibit II – Release and Waiver of Liability ....................................................................... 29
Exhibit III – Fairgrounds Rental Agreement ...................................................................... 30
Exhibit IV – Horse Stall Use Agreement ........................................................................... 32
Exhibit V – Emergency Disaster Plan ................................................................................ 37
Introduction

Welcome
The Fair Board, Management, and staff would like to welcome you to the Klamath County Fairgrounds. We appreciate your patronage and hope that you enjoy your visit. Please read through the following pages to orient yourself with our User/Rental Policies and Procedures.

The Klamath County Fairgrounds operates on a year-round basis under the direction of the Klamath County Fair Board. The Klamath County Fair Board, by appointment, and in accordance with existing ORS Statutes (ORS 565.210 through 565.330) and the Klamath County Fair Board Bylaws are responsible for the content and execution of the following Policies and Procedures. Major policy changes are reviewed and approved by the Klamath County Fair Board.

All Klamath County Fairgrounds Facilities, parking and grass areas, while primarily Klamath County Fairgrounds installations are to be considered available for off-season rental use. Anyone utilizing the grounds for private use (training horses for pay, giving riding lessons, etc.) must rent the Fairgrounds Facility you are using and provide the office with a business license and certificate of liability.

The Klamath County Fairgrounds does not allow a private business to operate or freely use Fairgrounds Facilities without a Rental Agreement and certificate of liability. Users must schedule times for use with the Fairgrounds Office five (5) working days in advance of the use.

Purpose of Policies and Procedures
The purpose of the Policies and Procedures is to provide a consistent guideline for Event Holders and users, and to provide a safe and quality experience while utilizing the Klamath County Fairground facilities.

Purpose of Fees and insurance requirements
The purpose of fees is to generate revenue to offset the operational costs of the facilities and to provide funds for future capital improvements.

*It is a common misconception that because you are a taxpayer within Klamath County that your taxes pay to operate the Fairgrounds. This is not true. The only revenue that the fairgrounds receive is through rental of its facilities, receipt of a portion of the Transient Room Tax (if you rent a hotel room within the county boundaries, you pay a portion of this tax), and periodic donations, both in-kind and monetary. If you have questions, we are glad to provide you with pertinent information.*

The purpose of insurance requirements is to ensure that all patrons, along with the Fair Board, Management, Staff, and County, are kept safe. If you are a casual user of the grounds, a release and waiver of liability form must be signed by each individual in your party. Equine owners should familiarize themselves with ORS 30.687-30.697 as it pertains to “Equestrian Activity or Event.”
Establishment of Fees
Rental fees for the Klamath County Fairgrounds will be reviewed on an annual basis with consideration given to:

- the service needs of the community
- the Facility target user market
- competitive and reasonable rental rates
- operational costs and the need for future capital improvements
General Policies Governing Casual/Exclusive Use of the Klamath County Fairgrounds Facilities

1. **Paid Use** of any facility at the Klamath County Fairgrounds is by Rental Agreement between the user and Klamath County Fairgrounds.

2. Ordinary rental, and/or, special arrangements for the rental of Facilities shall be conducted and contracted through the Klamath County Fairgrounds Business Office from 8:00 AM to 5:00 PM, Monday through Friday (the office is closed from 12:00 Noon to 1:00 PM). The Klamath County Fair Board is solely responsible and accountable for all agreements. Prospective Event Holders are responsible for securing dates for their events.

3. No group may contract to rent a facility in its name for use by another group. There shall be no selling or exchanging dates by any group. All facility reservations shall be arranged solely by the Fairgrounds Office.

4. **Casual use is allowed** if the facilities have not been previously formally rented. Casual use is defined as an informal use session with no limitation to other patrons utilizing the same space during the same time period (the Event Center, Exhibit Hall #1, Meeting Rooms, and Exhibit Hall #2 do not qualify for Casual Use). Day time use is limited to first come, first served. No permit fee is required for daytime casual use of areas that have not been previously rented by formal agreement; however, users are asked to check in with the Fairgrounds Office prior to use. Casual Users will be asked to complete a Release and Waiver of Liability form for each individual in their party and for a 12-month period. Casual Users should not limit any other casual user from using the same facility. Casual Users also acknowledge that they can be asked to exit the facility for other formal renters, or any other reason deemed necessary by Klamath County Fairgrounds Management. Lights and heat may be purchased, at normal rates, during the time of casual use; however, the arena will only be “worked up” by 9:30 AM on scheduled “work up days” (Monday, Wednesday, and Friday), no exceptions.

5. **Exclusive use is allowed.** Exclusive Use is limited to first come, first served and requires an hourly rate, with a minimum rental of two hours and limited to a maximum of four hours in a day. Any time over four hours constitutes a full-day rental fee as reflected on the attached Rate Sheet. Exclusive Renters may exclude other patrons from utilizing the facility based on the arrangement through the Klamath County Fairgrounds Office. Exclusive Use renters also acknowledge that their arranged date and time can be bumped for a full-day renter with a formal rental agreement. The Klamath County Fairgrounds Office is responsible for contacting the Exclusive Rental in advance if a full-day rental has occurred. **All Exclusive Rentals must be arranged through the Klamath County Fairgrounds Office Monday through Thursday 8:00 AM to 5:00 PM (or 24 hours prior to an Exclusive Use rental). Updated schedules will be made available via email or Facebook postings by Fridays at 10:00 AM. Exclusive Rentals MUST BE paid in advance at the rate of $50.00 per hour.** Exclusive Users will be asked to complete a Release and Waiver of Liability form for each 12-month period.

6. Facilities must be left the same way they were found or additional fees can be assessed.
Definitions

These Policies and Procedures are applicable to the following Klamath County Fairground facilities (hereinafter referred to as “Klamath County Fairgrounds or Fairgrounds.”):

EXHIBIT B:
John Hancock Event Center
Exhibit Hall #1
Exhibit Hall #2
Meeting Room A
Meeting Room B
Butler Livestock Barn
Indoor Arena
Kentner-Fleming Livestock Barn
Horse Stalls
Open Beef Barn
Open Stall Barn
Outdoor Arena

*All of the referenced exhibits are attached hereto and incorporated herein.

Event
Any activity that takes place on a scheduled date at the Klamath County Fairgrounds.

Event Holder
Any individual, organization, company, or entity using and/or renting a Klamath County Fairgrounds facility.

Casual User
Any individual, organization, company, or entity using a Klamath County Fairgrounds facility with prior permission from Fairgrounds Manager or staff technicians, with current/annual Release and Waiver of Liability form filed with the Klamath County Fairgrounds Office.

Exclusive Use
Any individual, organization, company, or entity using a Klamath County Fairgrounds facility with prior permission from Fairgrounds Manager or staff technicians, with current/annual Release and Waiver of Liability form filed with the Klamath County Fairgrounds Office. Exclusive Rents may exclude other patrons from utilizing the facility based on the arrangement through the Klamath County Fairgrounds Office. Exclusive Use renters also acknowledge that their arranged date and time can be bumped for a full-day renter with a formal rental agreement. The Klamath County Fairgrounds Office is responsible for contacting the Exclusive Rental in advance if a full-day rental has occurred.

Fairgrounds Management
Fair Board, Fairgrounds Manager, Facilities Maintenance Lead Man, Facilities Maintenance Crew Member and staff technicians (Office Manager or Office Specialist).

Rental Agreement
Written agreement between Klamath County Fairgrounds and Event Holder acknowledging use and fee arrangement for any Event held at a Klamath County Fairgrounds facility.
Fee Schedule Categories

Unless otherwise noted, rates are set forth in the Klamath County Fairgrounds Rental Fee Schedule, attached hereto and incorporated as Exhibit A.

Commercial/Standard Rate
- This rate applies to any for-profit individual, organization, company or entity.

Commercial/Adjusted Rate
- This rate applies to any for-profit oriented Events that have ticket sales.
- These Events are charged a reduced base rental rate, subject to applicable surcharges.

Community Rate
- This rate applies to any Klamath County non-profit groups who are using a Klamath County Fairgrounds facility for civic purposes, such as education meetings, organizations or service meetings, seminars, training, and fundraising.
- This rate applies to other government agencies using a Facility.
- This rate applies to 4-H groups using a Facility.
- The organization must be registered with the State of Oregon as a non-profit 501(C)(3) or similar qualifying non-profit entity.
- The organization must be located in Klamath County. Location shall be determined by the organization address or primary funding source.
- These Events are charged a reduced base rental rate, subject to applicable surcharges.

Klamath County Rate
- This rate applies to Klamath County Departments for use of the Klamath County Fairgrounds.
**Rental Usage Policies**

Klamath County Fairgrounds retains control and management of the facilities at all times, shall have the right at all times to enforce these Policies and Procedures, and shall have the right to eject all persons who fail or refuse to comply with the Policies and Procedures.

**Access During Events**

Klamath County Fairgrounds Management and employees responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any Event. Event Holders shall have access through the Klamath County Fairgrounds to the facilities covered by and under the terms of the Rental Agreement.

**Accident Management**

In the case of an accident or emergency, Event Holder agrees to cooperate with Fairgrounds Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to Klamath County Fairgrounds Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Klamath County Fairgrounds Management has the right to require medical personnel, based on the type of Event, and Event Holder will be notified of such requirement prior to the Event.

**Advertising**

Event Holders shall not hang signs, bunting or other advertising materials anywhere on the premises of the facilities without prior approval of the Klamath County Fairgrounds Management. The Fairgrounds does recognize the need for Event Holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an Event by Event basis.

**Alcoholic Beverages**

Alcohol is strictly prohibited at all Klamath County Fairgrounds facilities, unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as location, time, and security plan) during planning meetings with Fairgrounds Management. For further information, please refer to the Oregon Liquor Control Commission web site at [www.oregon.gov/OLCC](http://www.oregon.gov/OLCC).

2. If alcohol is to be sold in a Klamath County Fairgrounds facility:
   a) All Events disbursing liquor shall supply the Klamath County Fairgrounds with an insurance binder which outlines the liquor liability, including Klamath County, Klamath County Fair Board and employees as additionally insured on the policy.
   b) The Klamath County Fairgrounds will not see an application for temporary use unless the server has met all of the OLCC and Sheriff Department requirements. This form requires an authorized signature by the Fairgrounds and is REQUIRED for the sale of alcohol at the Fairgrounds.
   c) Event Holder must obtain a “Special Event Permit” (State of Oregon regulated through Klamath County). ([Temporary/Special Event Licenses](http://www.oregon.gov/OLCC))
d) Event Holder must provide a security plan to Fairgrounds Management for final approval a minimum of thirty (30) days prior to scheduled Event. Here are some common examples in which a liquor license is required:

- Special events where alcohol will be sold;
- Special events where alcohol is not being sold, but you are charging or accepting donations for admission, or where payment is required to attend the event;
- Raffles in which alcohol will be a prize;
- Auctions of alcohol (Nonprofits may sell beer, wine or cider at auction once in a 12-month period without a liquor license. The nonprofit must contact the OLCC for written approval).

You will NOT need a liquor license if:

- You are making alcohol available but there is no payment or purchase required, no donations of money are accepted for alcohol or for entry/admission, or for any other product or service.

  For example, a license is not required for a wedding reception or retirement party where you are serving alcohol, but not accepting payment or donations for it.

- You are hosting an event where alcohol will be served/sold, but you are using a caterer or outside vendor to provide those services. The caterer or outside vendor would need a liquor license.

Animals
Event Holders utilizing a Klamath County Fairgrounds facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, including those applicable with the humane care and treatment of animals. Event Holder assumes the full responsibility of complying with all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of the animals, which are under the Event Holder’s care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals on the facilities must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in the removal of animals from the premises or Animal Control may be contacted.

Animals and pets are not permitted in several Klamath County Fairgrounds facilities, except for service dogs. Refer to specific facility information. All pets must be on a leash in accordance with the laws of Klamath County.

Booking Fee
A booking fee of $50.00 is due and payable at the time of booking an Event. This fee is nonrefundable should the Event cancel for any reason. If the event is held, this fee will be credited toward the event’s final statement. In the event that a current contracted renter requires the rental space for the following calendar year, a new contract can be completed on the following Monday of the event. The renter will be responsible for the scheduling of their own events. The Klamath County Fair Board will not solicit the renter.

Camping/RV Use
RV parking, hook-up or electric only, will be available for overnight use to patrons renting a facility or using a facility as an invitee. At no time will a person be allowed to stay for more than three (3) nights within a 30-day period, unless the stay is with a particular event and that event lasts longer than the three (3) night period. A rental agreement and full payment for the space is due upon arrival at the Klamath County Fairgrounds.
Any event camping or use of RV’s at the Klamath County Fairgrounds shall only be permitted in designated area for camping and parking. Klamath County Fairgrounds Management will work with the Event Holder to determine the location and number of spaces allocated. The Klamath County Fairgrounds will not act as RV Superintendent. Event Holder is responsible for RV reservations and payment. A final count of spaces will be completed and the number will be reflected on the final event billing.

Cancellation of Event
All cancellations by Event Holder shall be in writing and effective upon receipt by the Klamath County Fairgrounds Office. Klamath County Fairgrounds is not responsible for any consequences, monetary or otherwise, due to the cancellation by Event Holder. The maximum liability of the Klamath County Fairgrounds to the Event Holder due to a cancellation of an Event by the Fairgrounds, regardless of the reason for the cancellation, is limited to the fees previously paid by the Event Holder.

Clean-up Guidelines
Failure to leave the facilities as they were originally rented may result in partial or total forfeiture of the security deposit, and the Event Holder may be prohibited from utilizing the Klamath County Fairgrounds facilities in the future.

Damage Costs (Security Deposit)
Event Holder shall be responsible for all damages to and any necessary clean-up of Klamath County Fairgrounds facilities and property. All costs deemed necessary and incurred by Klamath County Fairgrounds for replacement and/or repairs caused on behalf of Event Holder will be billed to Event Holder.

The following security deposits are required for events at the Klamath County Fairgrounds:

<table>
<thead>
<tr>
<th>Type</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Party</td>
<td>$800.00</td>
</tr>
<tr>
<td>(Examples including wedding, Quinceañera, anniversary, birthday party, etc.)</td>
<td></td>
</tr>
<tr>
<td>Public Events</td>
<td>$500.00</td>
</tr>
<tr>
<td>(Examples include commercial events, or events open to the public)</td>
<td></td>
</tr>
</tbody>
</table>

Security deposit fees may be applied to the event’s final bill, charges for damages, additional fees for set up, security or optional equipment used. A security deposit is non-refundable if the event is cancelled.
Decorations
Facility requirements differ for decorating. All decorating plans must be, at the least, discussed with the Klamath County Fairgrounds Business Office. Regardless of the facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the event.

Deliveries
Deliveries will not be accepted by any Klamath County Fairgrounds employee for any event or Event Holder. If a delivery is unavoidable, the Event Holder will be contacted and must sign for the delivery before it is released.

Event Contracting
All rentals must be made thirty (30) business days in advance of the requested event with the exception of the Indoor Arena exclusive rentals. The Renter must have a signed contract with the Fairgrounds Business Office ten (10) days prior to the opening of an event.

Contracts may be agreed upon and signed for up to a three-year period of time. Due to Fair Board term limits and changeover, contracts on a three-year basis can be renewed directly following an event on the second consecutive year for a two-year extension from the last date of the current contract (for example, a contract is signed for a date in November of 2014 and goes through November 2016; each year is inclusive. The contracting individual may come in after the event in November 2014 and sign for the next two-year period of November 2015 and 2017), thereby avoiding the possibility for another event to move in on the desired dates for an Annual Event.

PLEASE NOTE: Rental rate changes occurring during any period of time will be adjusted accordingly. It will be again the responsibility of the renter to obtain current rental rate information.

Event Marketing
Klamath County Fairgrounds employees shall not be responsible for Event promotion. The Fairgrounds office telephone number, as well as any Klamath County Fairgrounds telephone number shall not be published or placed on any promotional material for any Event or otherwise published in connection with an Event. The Klamath County Fairgrounds logo may not be used on any promotional material without the prior written approval of Klamath County Fairgrounds Management.

Event Staffing
Event Holders shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Rental Agreement. Klamath County Fairgrounds will ensure that there is at least one Maintenance Crew member is on-site or on-call while the facilities are occupied (depending upon the event or requests, more crew members can, or will, be scheduled). Klamath County Fairgrounds Management or staff will not act as stall superintendent for any horse show and/or camping/RV rentals. All rents will be collected by Event User.

Equine Stalls
Any individual, group, or organization renting stalls on a monthly basis, shall pay monthly rent in advance, due and payable on the first business day of the month. If use fee is not received by the fifth day of the month it will be charged against the credit card on file with Klamath County Fairgrounds. Credit card on file must always be kept current. If credit card will not allow charges on the fifth of the month, the Fairgrounds will bill the Monthly Horse User a late fee of $20 per stall. If user fees and applicable late fees become 14 days or more past due, User will be given a Notice of Eviction and the Klamath County Fairgrounds will proceed with the eviction and collection procedure.

A Stall Rental Agreement will be signed by all parties prior to commencement of possession of any stalls.
Facility Alterations
Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Facilities.

Fairground Property
There will be no keys, padlocks, and other property belonging to the Klamath County Fairgrounds, given to the Event User without prior approval from Management. Such property shall then be returned to Management within 24 hours after the close of the event. A $10.00 refundable deposit is required for any keys given out to Event User.

Fire Safety Standards
All fire regulations in the Uniform Fire Code (UFC) as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Fairgrounds Management will work with Event Holder to ensure compliance with the UFC. However, Event Holder is ultimately responsible for compliance. Event Holders should contact the appropriate Fire Department at least thirty (30) days prior to the scheduled Event. Open fires may be permitted in the sole discretion of Fairgrounds Management, but prior written approval must be obtained; however, such approval may be revoked at any time by Fairgrounds Management.

Fireworks
Fireworks are not permitted unless previously approved by the Fairgrounds Manager and with the proper Fire Marshall permits.

Floor/Area Plans
Event Holders shall submit floor/area plans to Fairgrounds Management at least thirty (30) days in advance of the Event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Fairgrounds Management will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Facility requirements.

Food Service/Event Catering
Food service in all Facilities shall meet the general health standards of the Klamath County Health Department.

General Compliance
Event Holder agrees to comply with all applicable governmental agencies rules, ordinances, and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of the City of Klamath Falls, Klamath County and the State of Oregon.

Hazardous Waste
The Event Holder agrees, at all times Event Holder is on Klamath County Fairgrounds property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Klamath County and/or any applicable laws. If the Event Holder shall be in possession of such hazardous or toxic waste, Event Holder shall immediately notify Fairgrounds Management and any other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Klamath County Fairgrounds property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the Fairgrounds sewer system, or at locations not authorized by Fairgrounds Management, or otherwise violate the provisions of this paragraph, Klamath County Fairgrounds Management will look to the Event Holder and shall subject the Event Holder to a fine of $1,000.00 plus any costs incurred by Fairgrounds and any other applicable fees. Such fine shall be imposed by Fairgrounds Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.
Health Permit Requirements
When an Event involves a temporary food service operation or food demonstration, Event Holder is responsible for informing such exhibitors or food service operators that a permit from the Klamath County Health Department is required. Event Holder shall contact Klamath County Health Department at 541-882-8846 or, Toll Free at 800-378-4127, 3314 Vandenberg Road, Klamath Falls, Oregon 97603, at least thirty (30) days prior to the scheduled event.

Indemnification
To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless the Klamath County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney’s fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Event Holder’s event or use of a Facility, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, other fault of Event Holder, any officer, employee, representative or agent of Event Holder, anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable; provided, however, that except for worker’s or workmen’s compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from the sole negligence of the County, or its officers, agents or employees. Event Holder’s indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein.

With respect to any and all claims against the County or any of its officers, employees or agents by any employee of Event Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

Intellectual Property
Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold Klamath County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Klamath County Fairgrounds logo may not be used on any promotional material without the prior written approval of Klamath County Fairgrounds Fair Board or Management.

Key or Code Distribution
Facility keys or codes distribution will be arranged during event planning meetings. A security deposit of $20.00 will be charged and if the keys are not returned at the specified time, may result in forfeiture of the key security deposit. If the Fairgrounds Management must re-key the Facility due to the Event Holder’s loss of keys, all such costs to re-key will be paid by the Event Holder at a rate of $2,000.00.
Liability Limitations of Parking
Klamath County Fairgrounds shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on Fairgrounds property. Event Holders are responsible for requesting designated parking. Guests of Klamath County Fairgrounds Facility who park in any non-designated areas do so at their own risk and may ticketed or towed at their own expense.

Lost or Stolen Articles
Klamath County Fairgrounds shall not be responsible, under any circumstances, for property of the Event Holder while on a Klamath County Fairground Facility. Klamath County Fairgrounds Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Klamath County Fairgrounds Management is not responsible for any loss of articles or equipment left unattended in any Facility. The usage of security personnel when such equipment or articles are left in buildings or in a Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays, or materials shall be brought into the Facilities only at such hours as designated by the Rental Agreement. Any lost items turned into the Fairgrounds Business Office will be kept for a two-month period and then disposed of.

No Smoking
Smoking is prohibited in any building or barn. At this time, the Klamath County Fair Board has a No Smoking Policy in place for the full grounds during the Klamath County Fair. This Policy is available for review from the Klamath County Fairgrounds Business Office. The Fair Board also reserves the right to adopt a year-round No Smoking Policy on all grounds at any time.

Planning Meeting
As deemed necessary by Fairgrounds Management, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than 7 to 10 days prior to Event Holder’s scheduled Event.

Reservations
Event Holders must contact the Klamath County Fairgrounds Business Office to determine date availability and to make a date reservation. A Booking Fee of $50.00 is due at the time of reservation, as well as a Damage/Security Deposit (explained above). A rental Agreement will then be completed by the Fairgrounds Business Office. Consideration may be given to the Event Holder to rent the same dates for the following year; however, there is no guarantee of availability until a signed Rental Agreement is completed.

Safety
In order to protect and provide for the safety of all Fairgrounds patrons and personnel, to insure the orderly passage of the large numbers of Fairgrounds visitors and to provide reasonable time, place and manner restrictions on the speech, activities, and travel of said visitors, rules and regulations regarding all interim use Exhibitors, Concessionaires, Organizations, and Patrons are as follows:

a. The supervision and control of all Fairgrounds property, activities and management are vested in the Klamath County Fair Board. The Fair Board shall have the right to interpret its own policies, rules, and regulations. Any conflict relating to the interpretation of Fair Board Policy, rules and/or regulations relating to the conduct of the Fair, the operations of the Fairgrounds and its facilities shall be resolved by the Fair Board or its Managing Agent.

b. Any unruly behavior, disorderly conduct or use of threatening or harassing language to patrons or personnel of the Fairgrounds shall be grounds for expulsion.
Security
The Klamath County Fairgrounds Management has the right to require Event security, based on the type of Event.

Sub-Leasing
Event Holder may not, under any circumstances, sub-lease Facilities, equipment or materials owned by Klamath County Fairgrounds, without prior written approval of Klamath County Fair Board or Fairgrounds Management.

Time of Events – Operating Hours
The Klamath County Fairgrounds reserves the right to regulate the time, place and manner of proposed activities in its Facilities after considering all applicable factors and interests. The terms “set up” or “tear down” shall include the use of the Facilities for moving in and out in preparation of the Facilities for performance of an Event. The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of Fairgrounds Management.

Use of or Loss of Fairgrounds Equipment
Without prior coordination and agreement of Fairgrounds Management, Event Holders shall not operate motorized Fairgrounds-owned equipment. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by Klamath County Fairgrounds.

Use Restrictions
Klamath County Fairgrounds Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations.

Klamath County Fairgrounds Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and deposits have been paid in full to the Fairgrounds, the Fairgrounds may, in its sole discretion, agree not to schedule a like Event on any part of any facility during the same period of time as that scheduled by the Event Holder.

Only the Klamath County Fair Board may waive any part of the policies and procedures. Waiver must be completed in writing.

No Event shall be booked at the Klamath County Fairgrounds that interfere with the Annual Klamath County Fair.

Klamath County Policies and Procedures are subject to periodic review. The Policies and Procedures in place at the time of the signing of the Rental Agreement will govern.
**PAYMENT POLICY**

**Method of Payment**
Book Fee and Security deposit fees shall be applied to the event’s final bill, charges for damages, additional fees for set up, security or optional equipment used. A booking fee is non-refundable and security deposits may be refundable after 30 days should the Event cancel or be cancelled. The Klamath County Fairgrounds Business Office accepts cash, checks, or credit card payments. Credit card payments are subject to a 2.83% service fee for all swiped transactions and a 3.63% plus $.15 per manual transaction using ANY card.

All contractual payments are due 30 days from the bill date. If a 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. In extreme cases, a payment plan may be arranged at the terms and at the discretion of the Fair Manager and/or Fair Board.

**Returned/Bad Check Policy**
Any checks returned by the bank for any reason will be assessed a $250.00 NSF fee over the amount of the check. Event Holder will then be required to make payment with certified funds. The Event will not be held until certified funds are received. The Klamath County Fairgrounds will not accept a reservation for a future Event from a prospective Event Holder owing money to Klamath County Fairgrounds. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, the Klamath County Fairgrounds may refuse to rent Facilities to any prospective Event Holder who, at any time, failed to make full payment in sufficient funds to the Klamath County Fairgrounds within thirty (30) calendar days after the date of the invoice.

**Cancellation of Event**
A non-refundable $50.00 Booking Fee shall be retained by the Klamath County Fairgrounds upon the cancellation of any scheduled Event two (2) weeks or more before the scheduled Event. If the Event is cancelled two (2) weeks or less before the scheduled dates, the Fairgrounds may retain the Booking Fee plus the damage/security deposit. If the Fairgrounds cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to the Fairgrounds by Event Holder shall be refunded. Any liability of Klamath County Fairgrounds shall be limited to the fees paid by the Event Holder.

**Limitation of Liabilities**
Notwithstanding anything herein to the contrary, Klamath County Fairgrounds will not be liable for any indirect, incidental, special, consequential damages or other damages resulting from the use of the Klamath County Fairgrounds, however arising, including failure of voice or data lines, even if Klamath County Fairgrounds has been advised of the possibility of such damages. Klamath County Fairgrounds liability will in no event exceed the amount received for damages arising out of, relating to, or in any way connected with the Rental Agreement. Klamath County Fairgrounds will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.
INSURANCE REQUIREMENTS

Certificate of Insurance:
The Event Holder shall procure and maintain, at its own expense. The Event Holder agrees to insure its operation during the term of the Rental Agreement with a broad form of liability insurance written on an occurrence basis, conditioned to pay all claims for injury or damage to persons or property arising out of the Event Holder’s use of the facilities and other property. This policy of liability insurance is to be examined and approved by the KLAMATH COUNTY FAIR BOARD’S designated agent five (5) working days prior to the first day of the term of the RENTAL AGREEMENT.

General Liability & Host and/or Liquor Liability Requirements

<table>
<thead>
<tr>
<th>HAZARD SCHEDULE</th>
<th>INSURANCE LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single Limits</td>
</tr>
<tr>
<td>Schedule I</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Schedule II</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Schedule III (special risks)</td>
<td>Limits determined by Risk Management at time of request</td>
</tr>
<tr>
<td>Host Liquor (attendance 1 – 500)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Host Liquor (attendance 500 +)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Liquor Liability (attendance 1 – 500)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Liquor Liability (attendance 500 +) (applies also to Caterer)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
Schedule of Hazard/Risk Classifications:

**Hazard Schedule I – Low/Minimum Hazard Risks**

<table>
<thead>
<tr>
<th>Aerobic Classes</th>
<th>Meetings (Indoors)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antique Shows</td>
<td>Mobile Home Shows</td>
</tr>
<tr>
<td>Art Festivals/Shows</td>
<td>Motorsports</td>
</tr>
<tr>
<td>Auctions</td>
<td>Musicals</td>
</tr>
<tr>
<td>Auto Shows or Sales</td>
<td>Night Club Shows</td>
</tr>
<tr>
<td>Ballets</td>
<td>Pageants</td>
</tr>
<tr>
<td>Banquets</td>
<td>Parties &amp; Dances</td>
</tr>
<tr>
<td>Bazaars</td>
<td>Political Rallies</td>
</tr>
<tr>
<td>Bingo Games</td>
<td>Prom</td>
</tr>
<tr>
<td>Boat Shows</td>
<td>Religious Assemblies</td>
</tr>
<tr>
<td>Charity Benefits, Auctions/Sales</td>
<td>Reunions</td>
</tr>
<tr>
<td>Civic Clubs &amp; Group Meetings</td>
<td>Rummage Sales/Flea Markets</td>
</tr>
<tr>
<td>Conventions (Inside)</td>
<td>RV Shows</td>
</tr>
<tr>
<td>Craft Shows/Fairs</td>
<td>Seminars</td>
</tr>
<tr>
<td>Dance Shows</td>
<td>Social Gatherings/Receptions (Indoors)</td>
</tr>
<tr>
<td>Debutante Balls</td>
<td>School Bands</td>
</tr>
<tr>
<td>Dinner Theaters</td>
<td>Scouting Jamborees</td>
</tr>
<tr>
<td>Dog/Cat Shows</td>
<td>Telethons</td>
</tr>
<tr>
<td>Exhibitions (Inside)</td>
<td>Theatrical</td>
</tr>
<tr>
<td>Expositions</td>
<td>Trade Shows in Buildings</td>
</tr>
<tr>
<td>Farmers Market</td>
<td>Walk-A-Thons</td>
</tr>
<tr>
<td>Flower/Garden Shows</td>
<td>Wedding and Receptions</td>
</tr>
<tr>
<td>Graduations</td>
<td></td>
</tr>
<tr>
<td>Home Shows</td>
<td></td>
</tr>
<tr>
<td>*Horse Shows</td>
<td></td>
</tr>
<tr>
<td>Instructional Classes</td>
<td></td>
</tr>
<tr>
<td>Jam and Jazz Shows</td>
<td></td>
</tr>
<tr>
<td>Job Fairs</td>
<td></td>
</tr>
<tr>
<td>Lectures</td>
<td></td>
</tr>
<tr>
<td>Luncheons</td>
<td></td>
</tr>
</tbody>
</table>

*All participants are required to sign a “release of waiver of liability and assumption of risk agreement.” The Klamath County Fairgrounds also operates under the Equine Inherent Risk Law, ORS 30.687-30.697.*
Schedule of Hazard/Risk Classifications (continued)

Hazard Schedule II – Minimum/Moderate Hazard Risks
Animal Training
Bicycle Rallies
Carnivals (no rides)
Concerts
Exhibitions/Trade Shows (Outdoors)
Livestock Shows
*All participants are required to sign a “release of waiver of liability and assumption of risk agreement”

Hazard Schedule III – Special Risks
Animal Acts/Shows
Balloon Rides
Circuses
Carnival Rides
Pyrotechnics
*Rodeos
Events and Activities not listed in Schedules I or II
*All participants are required to sign a “release and waiver of liability and assumption of risk agreement”
FACILITY SCHEMATICS AND RENTAL FEE SCHEDULES
**EVENT CENTER**

**General Information:**
Capacity: 9,750 Standing/Seating Depends on the Event
Square Footage: 93,000 Square Feet
150’ x 300’ Arena Floor (Dirt Floor)
100’ x 300’ Concrete Exhibit and Bleacher Seating Area
60’ x 300’ Livestock Barn (Attached)

**Accessibilities –**
- Office (12’ x 15’)
- 2 Ticket Booths
- 2 Mezzanines
- Full Kitchen (2 concession counters)
- 2 Sets of Restrooms
- Sound System
- Announcing Stand
- Conference Room (15’ x 42’)
- Electronic Reader board
- Fully Equipped for Rodeos and Horse Related Events
- Attached Livestock Barn featuring a 15’ x 26’ Office, Full Restrooms, and Livestock Wash Racks
- ATM Available At the Front Entrance of the Building

**Common Events -**
- Equine Events
- Motocross
- Monster Trucks
- Circus
- Banquets
- Concerts

**Facility** | **User Fees**
--- | ---
Event Center (includes arena, lights, office, and heat) | $1,600.00 per day
Scheduled Set-Up or Tear-Down Day | $800.00 per day
Deck Area Only | $800.00 per day
Sound System | $100.00 per day
Event Center Coffee Room | $25.00 per day
Kitchen | $100.00 per day
Equipment Usage/Rental | Approval and Price To Be Determined By Management
Electronic Reader Board (inside) | $100.00 per day
Garbage Removal | $60.00 per day
Arena Roll | $150.00 Flat Rate
Arena Full Work Up (1 free per event) | $100.00 per Additional Work Up
Arena Groom | $50.00 per Groom
Tractor (Comes with one (1) full tank of fuel) | $100.00 per day

**OTHER INCIDENTALS**
- Tables | $10.00 each (6’ or 8’ banquet OR 3’ round)
- Chairs | $5.00 each
- Coffee Pots | $10.00 each
- Portable Stage (16 4x8 Sections Available) | $15.00 per Section
- Bleachers | $35.00 per set
- Power Boxes | $25.00 Small/ $40.00 Large
- Carpet (12’x12’ Sections Available) | $25.00 each
- Alcohol Sales (Commercial Events Only) | $100.00 per keg or 7 cases/$100.00 hard liquor fee
- Additional Rodeo Pen Set Up | $100.00 per pen (over 6 pens)
- Mobile Concession Stand | $25.00 per day/Per Unit
- Wireless Hook Up | $5.00
- Cleaning Fee (If Necessary) | $100.00 Flat Rate
- Refuel of Equipment | $100.00 Per Tank

**EVENT SET UP/TAKE DOWN**
Event Set up or Take Down by Fairgrounds Employee | $50.00 per hour/per employee

**EVENT OVERTIME CHARGES**
- 9:00 PM to 12 Midnight | $40.00 per hour/per employee
- 12 Midnight to 2:00 AM | $50.00 per hour/per employee
- 2:00 AM and beyond | $100.00 Flat Rate
EXHIBIT HALL #1

General Information:
Capacity:
1600 Standing
750 Dinner Seating

Square Footage- 11,440 Square Feet
104’ x 110’ Main Floor

Accessibilities –
Full Kitchen
1 Set of Restrooms
Sound System

Common Events -
Parties
Weddings
Banquets
Meetings
Memorial Services
Conventions

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit Hall #1 (Includes Kitchen and Utilities)</td>
<td>$450.00 per day</td>
</tr>
<tr>
<td>Scheduled Day for Set-up or Take-Down</td>
<td>$225.00 per day</td>
</tr>
<tr>
<td>Cleaning Charge (if necessary)</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>$60.00 per day</td>
</tr>
</tbody>
</table>

OTHER INCIDENTALS

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tables</td>
<td>$10.00 each (6’ or 8’ banquet OR 5’ round)</td>
</tr>
<tr>
<td>Chairs</td>
<td>$.50 each</td>
</tr>
<tr>
<td>Sound System</td>
<td>$75.00 per day</td>
</tr>
<tr>
<td>Coffee Pots</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Portable Stage (16 4x8 Sections Available)</td>
<td>$15.00 per Section</td>
</tr>
<tr>
<td>Bleachers</td>
<td>$35.00 per Set</td>
</tr>
<tr>
<td>Power Boxes</td>
<td>$25.00 each (Small) / $40.00 each (Large)</td>
</tr>
<tr>
<td>Alcohol Sales (Commercial Events Only)</td>
<td>$100.00 per keg or 7 cases / $100.00 Hard Liquor Fee</td>
</tr>
<tr>
<td>Mobile Concession Stand</td>
<td>$25.00 per day/Per Unit</td>
</tr>
<tr>
<td>Wireless Hook Up</td>
<td>$5.00</td>
</tr>
<tr>
<td>Room Dividers</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Electronic Street Reader Board</td>
<td>$25.00 per day</td>
</tr>
</tbody>
</table>

EVENT SET UP/TAKE DOWN

| Event Set up or Take Down by Fairgrounds Employee | $50.00 per hour/per employee |

EVENT OVERTIME CHARGES

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000 Flat Rate</td>
</tr>
</tbody>
</table>

Note:
Normal Facility Hours 7:00 AM to 9:00 PM
At Least One Facility Maintenance Crew Must be Present on the Grounds During An Entire Event
# MEETING ROOMS (A or B)

**General Information:**
- 100-200 depending on set up
- Square Footage - 1600
- Each Room 40’ x 40’ Floor Space

**Accessibilities –**
- Tables
- Chairs
- Sound System
- Air Conditioned

**Common Events –**
- Small Sales
- Meetings
- Small gatherings

*Kitchen facilities ARE NOT available for this rental unless approved by management*

## Facility

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Room A or B</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>Scheduled Day for Set-up or Take-down</td>
<td>$50.00 per day</td>
</tr>
<tr>
<td>Cleaning Charge (if necessary)</td>
<td>$50.00 per day/ per Meeting Room</td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>$60.00 per day</td>
</tr>
</tbody>
</table>

## OTHER INCIDENTALS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tables</td>
<td>$10.00 each (6’ or 8’ banquet OR 5’ round)</td>
</tr>
<tr>
<td>Chairs</td>
<td>$5.00 each</td>
</tr>
<tr>
<td>Coffee Pots</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Alcohol Sales (Commercial Events Only)</td>
<td>$100.00 per keg or 7 cases/ $100.00 Hard Liquor Fee</td>
</tr>
<tr>
<td>Wireless Hook Up</td>
<td>$5.00</td>
</tr>
<tr>
<td>Room Dividers</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Electronic Street Reader Board</td>
<td>$25.00 per day</td>
</tr>
</tbody>
</table>

## EVENT SET UP/TAKE DOWN

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Set up or Take Down by Fairgrounds Employee</td>
<td>$50.00 per hour/per employee</td>
</tr>
</tbody>
</table>

## EVENT OVERTIME CHARGES

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000.00 Flat Rate</td>
</tr>
</tbody>
</table>
EXHIBIT HALL #2

General Information:
Capacity- 600 Standing
250 Dinner Setting
Square Footage- 4,200 Square Feet
70’ x 60’ Floor Space

Accessibilities –
- Full Kitchen
- 1 Set of Restrooms
- Sound System
- Air Conditioned

Common Events -
- Parties
- Weddings
- Banquets
- Meetings
- Memorial Services

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit Hall #2 (Includes Kitchen and Utilities)</td>
<td>$350.00 per day</td>
</tr>
<tr>
<td>Scheduled Day for Set-up or Take-Down</td>
<td>$175.00 per day</td>
</tr>
<tr>
<td>Cleaning Charge (if necessary)</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>$60.00 per day</td>
</tr>
</tbody>
</table>

**OTHER INCIDENTALS**

| Tables                                      | $10.00 each (6’ or 8’ banquet OR 5’ round) |
| Chairs                                      | $.50 each                                |
| Coffee Pots                                 | $10.00 each                              |
| Sound System                                | $50.00 per day                           |
| Portable Stage (4x8)                        | $15.00 per Section                       |
| Power Boxes                                 | $25.00 each (Small) / $40.00 each (Large) |
| Alcohol Sales (Commercial Events Only)      | $100.00 per keg or 7 cases / $100.00 Hard Liquor Fee |
| Mobile Concession Stand                     | $25.00 per day/Per Unit                 |
| Room Dividers                               | $10.00 each                              |

**EVENT SET UP/TAKE DOWN**

Event Set up or Take Down by Fairgrounds Employee | $50.00 per hour/per employee

**EVENT OVERTIME CHARGES**

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000 Flat Rate</td>
</tr>
</tbody>
</table>

Note:
Normal Facility Hours 7:00 AM to 9:00 PM
At Least One Facility Maintenance Crew Must be Present on the Grounds During An Entire Event
# INDOOR ARENA

**General Information:**
- Capacity: 1,600 Standing/Seating Depends on the Event
- Square Footage: 30,000 Square Feet
- 100’ x 240’ Arena Floor (Dirt Floor)
- 25’ x 240’ Concrete Exhibit and Bleacher Seating Area

### Accessibilities
- Office
- Announcing Stand
- Full Kitchen
- 2 Sets of Restrooms
- Sound System
- Arena
- Deck

### Common Events
- Equine Events
- Pow Wows
- Agriculture Trade Shows
- Cattle/Horse Sales
- Judging Competitions
- Small Rodeos

### Facility & User Fees

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor Arena (Includes Arena, Lights, Office)</td>
<td>$425.00 per day</td>
</tr>
<tr>
<td>Scheduled Day for Set-Up or Take-Down</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>Concession Stand</td>
<td>$100.00 Flat Rate</td>
</tr>
<tr>
<td>Cleaning Fee (if Necessary)</td>
<td>$100.00 Flat Rate</td>
</tr>
<tr>
<td>Exclusive Rental (Arena and Lights ONLY)</td>
<td>$50.00 per hour, Two-Hour Minimum, Four-Hour Maximum 48 HOURS NOTICE OF CANCELLATION POLICY (Failure to notify of cancellation will result in one-hour’s rental charge)</td>
</tr>
<tr>
<td>4-H Rate (4-H Riders ONLY – No Open Entries)</td>
<td>$25.00 per hour, Two-Hour Minimum, Four-Hour Maximum 48 HOURS NOTICE OF CANCELLATION POLICY (Failure to notify of cancellation will result in one-hour’s rental charge)</td>
</tr>
<tr>
<td>Sound System</td>
<td>$75.00 per day</td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>$60.00 per day</td>
</tr>
<tr>
<td>Arena Roll</td>
<td>$150.00 Flat Rate</td>
</tr>
<tr>
<td>Arena Full Work Up (1 free per event)</td>
<td>$100.00 per Additional Work Up</td>
</tr>
<tr>
<td>Arena Groom</td>
<td>$50.00 per Groom</td>
</tr>
<tr>
<td>Tractor (Comes with one (1) full tank of fuel)</td>
<td>$100.00 per day</td>
</tr>
</tbody>
</table>

### OTHER INCIDENTALS

<table>
<thead>
<tr>
<th>Items</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tables (6’ or 8’ banquet OR 5’ round)</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Chairs (50 each)</td>
<td>$5.00 each</td>
</tr>
<tr>
<td>Coffee Pots</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Portable Stage (16 4x8 Sections Available)</td>
<td>$15.00 per Section</td>
</tr>
<tr>
<td>Bleachers</td>
<td>$35.00 per Set</td>
</tr>
<tr>
<td>Power Boxes (Small / $40.00 each (Large)</td>
<td></td>
</tr>
<tr>
<td>Carpet (12 12x100 Sections Available)</td>
<td>$25.00 each</td>
</tr>
<tr>
<td>Alcohol Sales (Commercial Events Only)</td>
<td>$100.00 per keg or 7 cases/ 100.00 Hard Liquor Fee</td>
</tr>
<tr>
<td>Additional Rodeo Pen Set-Up</td>
<td>$100.00 per pens (over 6 pens)</td>
</tr>
<tr>
<td>Mobile Concession Stand</td>
<td>$25.00 per day/Per Unit</td>
</tr>
<tr>
<td>Wireless Hook Up</td>
<td>$5.00</td>
</tr>
<tr>
<td>Refuel of Equipment</td>
<td>$100.00 per Tank</td>
</tr>
</tbody>
</table>

### EVENT SET UP/TAKE DOWN

- Event Set up or Take Down by Fairgrounds Employee: $50.00 per hour/per employee

### EVENT OVERTIME CHARGES

**Note:** Normal Facility Hours 7:00 AM to 9:00 PM At Least One Facility Maintenance Crew Must be Present on the Grounds During An Entire Event

<table>
<thead>
<tr>
<th>Overtime Period</th>
<th>Flat Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000 Flat Rate</td>
</tr>
</tbody>
</table>
**OUTDOOR ARENA**

**General Information:**
Capacity - 476 Seated  
Square Footage – 39,000 Square Feet  
150’ x 260’ Powder River Paneled Arena

**Accessibilities –**
- Office
- 1 Set of Restrooms
- Sound System
- Arena
- Stock Pens
- Loading Chute
- Seating
- Announcing Stand
- Arena Lighting
- Partially Covered Spectator Seating

**Common Events -**
- Rodeos
- Sporting Events
- Concerts
- Destruction Derbies
- Equine Events

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outdoor Arena Daily Rate</td>
<td>$350.00 per day</td>
</tr>
<tr>
<td>Scheduled Day for Set-up or Take-down</td>
<td>$175.00 per day</td>
</tr>
<tr>
<td>Arena Lights</td>
<td>$20.00 per hour</td>
</tr>
<tr>
<td>Sound System</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>Garbage Removal</td>
<td>$60.00 per day</td>
</tr>
<tr>
<td>Arena Work Up (1 free per event)</td>
<td>$100.00 per work</td>
</tr>
<tr>
<td>Arena Groom</td>
<td>$50.00 per groom</td>
</tr>
<tr>
<td>Tractor (Comes with full tank of fuel)</td>
<td>$100.00 per day</td>
</tr>
</tbody>
</table>

**OTHER INCIDENTALS**
- Tables                                      | $10.00 each (6’ or 8’ banquet OR 5’ round)  
- Chairs                                      | $.50 each   
- Alcohol Sales (Commercial Events Only)      | $100.00 per keg or 7 cases/ $100.00 Hard Liquor Fee  
- Mobile Concession Stand                     | $25.00 per day/Per Unit

**EVENT SET UP/TAKE DOWN**
- Event Set up or Take Down by Fairgrounds Employee | $50.00 per hour/per employee

**EVENT OVERTIME CHARGES**

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000 Flat Rate</td>
</tr>
</tbody>
</table>

*Note: Normal Facility Hours 7:00 AM to 9:00 PM At Least One Facility Maintenance Crew Must be Present on the Grounds During An Entire Event*
# LIVESTOCK BARRNS

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butler Livestock Barn (60’ x 220’)</td>
<td>$200.00 per day</td>
</tr>
<tr>
<td>Kentner/Fleming Livestock Barn (60’ x 180’)</td>
<td>$200.00 per day</td>
</tr>
</tbody>
</table>

**OTHER INCIDENTALS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tables</td>
<td>$8.00 each (6’ or 8’ banquet OR 5’ round)</td>
</tr>
<tr>
<td>Chairs</td>
<td>$30.00 per 100 count</td>
</tr>
<tr>
<td>Coffee Pots</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Portable Stage (16 4x8 Sections Available)</td>
<td>$10.00 per Section</td>
</tr>
<tr>
<td>Bleachers</td>
<td>$25.00 per Set</td>
</tr>
<tr>
<td>Sound System</td>
<td>$75.00 per day</td>
</tr>
</tbody>
</table>

**EVENT SET UP/TAKE DOWN**

Event Set up or Take Down by Fairgrounds Employee $50.00 per hour/per employee

**EVENT OVERTIME CHARGES**

<table>
<thead>
<tr>
<th>Time</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000 flat rate</td>
</tr>
</tbody>
</table>

*Note: Normal Facility Hours 7:00 AM to 9:00 PM At Least One Facility Maintenance Crew Must be Present on the Grounds During An Entire Event*
EQUINE BARNs

General Information:
Capacity - 102 Permanent Box Stalls
80 Portable Stalls (Under covered 56’ x 250’ barn)
14 Open Faced Stalls

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight Stalls</td>
<td>$20.00 per day/per stall</td>
</tr>
<tr>
<td>Stalls (Available for Monthly Rental – Available September through June)</td>
<td>$75.00 per month</td>
</tr>
<tr>
<td>Stalls (Available for Monthly Rental – Available September through June)</td>
<td>$75.00 per month</td>
</tr>
<tr>
<td>Stalls (Available for Monthly Rental – Available September through June)</td>
<td>$75.00 per month</td>
</tr>
<tr>
<td>Tack/Hay Stall</td>
<td>$30.00 per month</td>
</tr>
<tr>
<td>First Month Charge for Stalls (Non-refundable Maintenance Fee)</td>
<td>$10.00 per stall</td>
</tr>
<tr>
<td>Open Front Stalls (Small Animals Only)</td>
<td>$30.00 (With Management Approval Only)</td>
</tr>
</tbody>
</table>

OTHER INCIDENTALS
### MISCELLANEOUS AVAILABLE

<table>
<thead>
<tr>
<th>Facility</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravel Parking Lot</td>
<td>$200.00 per day</td>
</tr>
<tr>
<td>Carnival Area</td>
<td>$300.00 per day</td>
</tr>
<tr>
<td>Lawn Stage Area</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>Indoor Arena Lawn</td>
<td>$100.00 per day</td>
</tr>
<tr>
<td>Memorial Lawn</td>
<td>$100.00 per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RV PARK</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Lot (Power, Water, Sewer)</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>West Lot (Power &amp; Water) (only available with management approval)</td>
<td>$20.00 per day</td>
</tr>
<tr>
<td>Dry Camping (only available with management approval)</td>
<td>$15.00 per day</td>
</tr>
<tr>
<td>RV Dump and Fill</td>
<td>$5.00 per incident</td>
</tr>
</tbody>
</table>

### OTHER INCIDENTALS

<table>
<thead>
<tr>
<th>Item</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tables</td>
<td>$10.00 each (6’ or 8’ banquet OR 5’ round)</td>
</tr>
<tr>
<td>Chairs</td>
<td>$.50 each</td>
</tr>
<tr>
<td>Coffee Pots</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Portable Stage (16 4x8 Sections Available)</td>
<td>$15.00 per Section</td>
</tr>
<tr>
<td>Bleachers</td>
<td>$35.00 per Set</td>
</tr>
<tr>
<td>Power Boxes</td>
<td>$25.00 each (Small) / $40.00 each (Large)</td>
</tr>
<tr>
<td>Carpet (12 12x100 Sections Available)</td>
<td>$25.00 each</td>
</tr>
<tr>
<td>Alcohol Sales (Commercial Events Only)</td>
<td>$100.00 per keg or 7 cases/ $100.00 Hard Liquor Fee</td>
</tr>
<tr>
<td>Mobile Concession Stand</td>
<td>$25.00 per day/Per Unit</td>
</tr>
</tbody>
</table>

### EVENT SET UP/TAKE DOWN

Event Set up or Take Down by Fairgrounds Employee  | $50.00 per hour/per employee |

### EVENT OVERTIME CHARGES

**Note:** Normal Facility Hours 7:00 AM to 9:00 PM  
At Least One Facility Maintenance Crew Must be Present on the Grounds During An Entire Event

<table>
<thead>
<tr>
<th>Time</th>
<th>User Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 PM to 12 Midnight</td>
<td>$40.00 per hour/per employee</td>
</tr>
<tr>
<td>12 Midnight to 2:00 AM</td>
<td>$50.00 per hour/per employee</td>
</tr>
<tr>
<td>2:00 AM and beyond</td>
<td>$1,000.00 Flat Rate</td>
</tr>
</tbody>
</table>
EXHIBIT I – UNDER 18
Klamath County Fairgrounds
Release and Waiver of Liability
and
Assumption of Risk Agreement

Event: ___________________________ Event Date: ___________________________

Event Location: ___________________________

In consideration for being permitted to participate in the Event, I, on behalf of the participant, as the participant’s parent or legal guardian, acknowledge and agree to the following:

Assumption of Risk: I fully understand that participation in the Event may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from the participant’s own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Event is being conducted, and the participant voluntarily agrees to assume this risk.

Covenant Not to Sue: The participant’s personal and legal representatives, heirs, successors, and next of kin will not make any claim against Klamath County Fairgrounds, or any of its present or former officials, employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) (Klamath County Fairgrounds), for injury, damage, death, or any other loss arising from or related to participation in the Event.

Release: The participant’s personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Klamath County Fairgrounds from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness, and liability of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the participant in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of Klamath County Fairgrounds.

Good Health: The participant is in good health and has no physical condition that would prevent him/her from participating in the Event. I have had the opportunity to seek medical advice for any concerns that I may have had regarding the participant’s health.

Statutory Limitation on Liability: I understand that under Oregon law, equine professionals or equine activity sponsors are not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to ORS 30.687-30.697.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights of the participant by signing the Agreement, and I am signing the Agreement on behalf of the participant voluntarily. The participant has no obligation to participate in this Event, and I have no obligation to sign this Agreement, but desire to do so. I certify that I am at least eighteen years of age and the parent or legal guardian of the participants.

Executed at ___________________________, Oregon on ____________, 20 __

Name of Participant: ___________________________
Address: ___________________________

Name of Parent/Legal Guardian ___________________________
Address: ___________________________

Signature of Parent/Legal Guardian ___________________________
Address: ___________________________

Telephone: ___________________________
EXHIBIT II
Klamath County Fairgrounds
Release and Waiver of Liability
and
Assumption of Risk Agreement

Event: ____________________________  Event Date: ____________________________

Event Location:

In consideration for being permitted to participate in the Event, I acknowledge and agree to the following:

Assumption of Risk: I fully understand that participation in the Event may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Event is being conducted, and I voluntarily agree to assume this risk.

Covenant Not to Sue: I, my personal and legal representatives, heirs, successors, and next of kin will not make any claim against Klamath County Fairgrounds, or any of its present or former officials, employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) (Klamath County Fairgrounds), for injury, damage, death, or any other loss arising from or related to participation in the Event.

Release: I, my personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Klamath County Fairgrounds from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness, and liability of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the participant in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of Klamath County Fairgrounds.

Good Health: I am in good health and have no physical condition that would prevent me from participating in the Event. I have had the opportunity to seek medical advice for any concerns that I may have had regarding my health.

Statutory Limitation on Liability: I understand that under Oregon law, equine professionals or equine activity sponsors are not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to ORS 30.687-30.697.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights by signing the Agreement, and I am signing the Agreement voluntarily. I have no obligation to participate in this Event, and I have no obligation to sign this Agreement, but desire to do so. I certify that I am at least eighteen years of age.

Executed at ____________________________, Oregon on ____________________, 20__

Name of Participant: _____________________________________________________________

Address: ________________________________________________________________

Telephone: __________________________________________________________

Signature ________________________________________________________________

Emergency contact/telephone number ____________________________________________
EXHIBIT III

KLAMATH COUNTY FAIRGROUNDS

RENTAL AGREEMENT

This is an AGREEMENT made in duplicate at Klamath Falls, Oregon the ___ day of ___ 2015 between the Klamath County Fair Board, 3531 South 6th Street, Klamath Falls, OR 97603, hereinafter known as the BOARD, and ___________________ 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, 3531 South Sixth Street, Klamath Falls, OR 97603, to-wit:
   RE:
   All Subsequent facilities, furniture, supplies, utilities, or equipment will be as per rate sheet attached, in accordance with Paragraph #2 below.

   Overtime: Refer to Paragraph #2 below

   Insurance: Refer to paragraph #7 & #8 use of alcohol must be addressed on the insurance certificate. If alcohol is to be sold on premises then it shall be recorded with the Oregon Liquor Commission

     For a period of ___ days, beginning on the ___ day of ___ 2015 and ending on the ___ day of ___ 2015.

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, unless otherwise approved by FAIRGROUNDS 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. PAYMENTS. All 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. In extreme cases, a payment plan may be arranged at the terms and at the discretion of the Fair Manager and/or the Fair Board.

4. 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.
5. 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.

6. The RENTER shall have access through the Klamath County Fairgrounds 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.

7. 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.

8. The RENTER agrees to insure its operation during the term of this AGREEMENT with a broad form of liability insurance written on an occurrence basis, conditioned to pay all claims for injury or damage to persons or property arising out of the RENTER'S use of the facilities and other property. This policy of liability insurance is to be examined and approved by the BOARD'S designated agent five (5) working days prior to the first day of the term of this AGREEMENT.

9. The RENTER shall obtain, at RENTER’s expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily injury and Property Damage on an “occurrence” form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of 1,000,000 per occurrence, and $2,000,000 aggregate. The carrier shall include Klamath County, Klamath County Fair Board and employees as additional insured on the policy and forward a certificate to the Fair Board. The carrier shall notify the Fair Board at least ten (10) days prior to any cancellation or modification.

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 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 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.

14. 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.

15. 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.

IN WITNESS WHEREOF, the Klamath County Fair Board has authorized these presences to be executed on their behalf by the Manager of the Klamath County Fairgrounds and the RENTER having read this AGREEMENT, knows its contents thereof, and has hereupon set his hand on the aforementioned date.

**RENTER:**

KLAMATH COUNTY FAIR BOARD

By ___________________________ Date ____________
Richard T. Hoggarth, Manager
Klamath County Fairgrounds
Tel (541) 883-3796 Fax (541) 883-3798

By ___________________________ Address ___________________________
Tel: ___________________________ E-Mail ___________________________
Oregon Driver’s License # ___________________________
KLAMATH COUNTY FAIRGROUNDS
RENTAL AGREEMENT
CHECK LIST

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 at the user’s expense. 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. In the event there is damage to the Fairgrounds or its amenities, Klamath County Fairgrounds or its appointed agent will notify the undersigned user of the nature and extent of the damage. Klamath County Fairgrounds will provide an appraisal of the repair or replacement within 30 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

_____ Initials

3. The user agrees to indemnify and hold Klamath County, its employees, agent or any others affiliated with Klamath County Fairgrounds harmless for any and all loss or damages, whether caused or occasioned by the negligence of Klamath County, its employees, agents and others affiliated with Klamath County Fairgrounds, or any persons whatsoever, arising from the use, operation or rental of said building and/or area.

_____ 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

Renter understands and agrees:

_____ A person in charge of the event must be in attendance at all times during the event.

_____ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the fairgrounds or enter other buildings not indicated on the Rental Agreement.

_____ 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.
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.

A person in charge will not allow anyone to interfere with the fire alarm system.

All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.

There shall be no alcohol served to individuals under the age of 21. No exceptions.

A person in charge will assure that all garbage is placed in containers provided for the event.

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 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.

No alterations can be made to the buildings or grounds without the express permission of Klamath County Fairgrounds management. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices, or any alteration of the building.

The Exit Doors must be unlocked and cannot be blocked during the event.

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.

No alcohol is allowed on any portion of the fairgrounds unless consent has been given by the Klamath County Fairgrounds and OLCC.

Acknowledgment:

By Renter: _____________________________________ Date: _____________________

For Fairgrounds Office Use Only

Booking Fee of $50.00 Paid

Security Deposit Paid

<table>
<thead>
<tr>
<th>Initials</th>
<th>$50.00</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>$500.00</td>
<td>_____</td>
</tr>
<tr>
<td>_____</td>
<td>$800.00</td>
<td>_____</td>
</tr>
<tr>
<td>_____</td>
<td>Not Applicable</td>
<td>_____</td>
</tr>
</tbody>
</table>
Addendum to Klamath County Fairgrounds Rental Agreement
To be used for State of Oregon agencies only

Item 6 is deleted and replaced with the following:

**State of Oregon Responsibility.** The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its [list the specific activity] subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the State. The State shall not be required to indemnify or defend the Klamath County Fair Board for any liability arising out of the wrongful acts of employees or agents of the Klamath County Fair Board.

Item 8 is amended as follows:

The State of Oregon agrees that the insurance policy minimum limits shall be the limits as stated in ORS 30.270; bodily injury shall be $500,000 per occurrence or $200,000 per person; and the property damage liability limit shall be $50,000 each accident. The State of Oregon shall include Klamath County, Klamath County Fair Board and employees as additional insured on the policy and forward a certificate to the Fair Board.
User Name(s): __________________________________________________________________________
_____________________________________________________________________________________
Address: ___________________________________________ Telephone: __________________________
_________________________________________ Alternate Telephone: ______________________
Email Address: ___________________________________________
Contact Person (If other than User): ________________________________________________________
Address: ___________________________________________ Telephone: __________________________
_________________________________________ Alternate Telephone: ______________________
Emergency Contact: ___________________________________________ Telephone: _______________________

Please read carefully before signing. This facility does not guarantee your safety or that of your horse.

1. **Definition**
   For the purposes of this agreement:
   
   A. “User” means the person who enters into and signs this agreement regardless of whether that person is the owner of the horse(s) kept or boarded in the stall(s) which are the subject of this agreement.
   
   B. “Month” means a calendar month.

2. **Horse Stall Use**
   
   A. Klamath County Fairgrounds (hereinafter “Fairgrounds”) agrees to allow the User to use and the User agrees to use the Fairgrounds horse stalls noted subject to the terms and conditions of this agreement:
      
      _____ Number of stalls intended for boarding/animal use at $75 per stall per month
      
      _____ Number of stalls intended for tack use at $30 per stall per month
      
      A $10.00 nonrefundable maintenance fee is due and payable in addition to the first-month’s rent.
   
   B. All use of electrical equipment shall be in compliance with Federal, State and local laws, ordinances and fire-codes.
      
      (1) All use of electrical equipment must be authorized in advance of use by Klamath County Fairgrounds Management.
      
      (2) The Fairgrounds does not warrant or guarantee the uninterrupted delivery of electricity to stalls with electrical outlets and user acknowledges and agrees that the Fairgrounds is not responsible for any injury to, infection, sickness or death of any person or animal in, using, lodged or maintained arising out of the supply, delivery, use, interruption of or fluctuations in electrical service or electricity or any infrastructure associated with the supply, delivery, and use of electrical service and electricity.
   
   C. The use period shall commence on ___________ ___________, and proceed on a month to month basis until terminated pursuant to this Agreement.
   
   D. User shall pay $ ____________ at the time the User signs this agreement representing the sum of a prorated portion of the use fee for the days from the commencement of the use period until the end of the month in which the use begins and for the next full month. Arrival and Departure dates are prorated at $2.50 per day and will be billed by the move in date and the move out date. **Reentry will not be allowed to avoid monthly rental payment.**
E. If User terminates agreement prior to the end of the rental period, refunds will be credited to the User’s account for future stall rentals.

F. Monthly stall rentals commence September 1 of each year and end June 1 of each year.
   1. User shall have access through the Fairgrounds to the facilities covered by this agreement during the period of the agreement, but shall only have vehicular access during the hours of 7:00 AM to 9:00 PM daily.

3. Use Term and Use Fee
   A. The use fee shall be charged on a monthly basis for each stall for the period beginning on the first day of the month and ending on the last day of the month regardless of the actual number of days the stall is actually used in that month. Use rates may be increased at any time by the Fairgrounds with a written thirty (30) day advance notice.
   B. The use rate shall be Seventy-Five dollars ($75.00) per month or any part of the month for a boarding stall. If User terminates Stall Agreement prior to the end of the month-to-month rental period, any amount owed to User will be credited to the User’s account for future stall rentals ONLY if the User leaves on good standing with the Fairgrounds.
   C. User shall present a current valid credit card (financial transaction card) to the Fairgrounds which will make a photocopy of that card and return it to the User. The User shall sign an irrevocable written authorization permitting the Fairgrounds to charge any rent, overdue rent, late fees to that credit card account during the term of this agreement.
   D. The use fee shall be payable on the first business day of the month. If use fee is not received by the fifth day of the month it will be charged against the credit card on file with Klamath County Fairgrounds. Credit card on file must always be kept current. If credit card will not allow charges on the fifth of the month, the Fairgrounds will bill the Monthly Horse User a late fee of $20 per stall. If user fees and applicable late fees become 14 days or more past due, User will be given a Notice of Eviction and the Klamath County Fairgrounds will proceed with the eviction and collection procedure.
   E. At Klamath County Fairground’s sole discretion owners may be required to vacate stalls on a temporary basis. Upon written notice by the Fairgrounds of the need to temporarily vacate rented stalls, it is User's obligation to promptly move out and clean the stalls the User has been using. Rent will not be charged to User during the term of the temporary removal.
   F. The Fairgrounds may terminate this use agreement:
      (1) With or without cause, at any time upon thirty (30) days written notice, and the User shall vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items within that time;
      (2) Immediately if there is probable cause to believe that there is or has been any neglect or abuse of a horse or horses on the premises of the Fairgrounds or in the stalls or stall area, and the User shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;
      (3) Immediately if the User creates an unsafe environment for their horse or any other horse or user.
      (4) Immediately if user violates or fails to abide by any provision of this Agreement.
      (5) Immediately If the User’s credit card expires or is revoked, suspended, lost, stolen, or otherwise rendered invalid or unusable, the transaction payment is denied by the credit card issuer for whatever reason, or the User revokes the authorization to the Fairgrounds;
      (6) Immediately if a horse has a serious equine or other communicable disease and cannot be appropriately or adequately quarantined or isolated at the Klamath County Fairgrounds and thereby presents a danger or threat to other horses or animals, and the User shall immediately vacate the premises and remove the horse(s) and any feed, equipment, tack, or other items;
      (7) If User fails to provide proof of vaccination of horse(s) stalled at the Klamath County Fairgrounds; or
      (8) If an act of God, a pandemic, natural disaster or state of emergency renders the Fairgrounds unusable or if the Fairgrounds is ordered closed by the County or any other authorized government agency.
4. **Agreement Conditions**

   A. The User shall:
      (1) Agree to only stall horses. No other animal shall be stalled during the duration of this agreement.
      (2) Use shavings or straw only for the used stall.
      (3) User agrees to feed and water their horse a minimum of one time each day.
      (4) Clean stalls and alleys a minimum of 3 times a week.
      (5) Dump used bedding in the manure pits located near the stall areas.
      (6) Not stall unaltered horses (stallions) at the Fairgrounds or property owned by the Fairgrounds (unless associated with a contracted event, and then only with management approval).
      (7) Ensure that all horses are halter broke and controllable at all times. Renter should be able to easily handle the horse at any time.
      (8) Remove any horse that poses a risk of contagious infection or danger to other horses or people.
      (9) Park horse trailer in the designated area at the Fairgrounds in an organized manner.
      (10) Be familiar and comply with the Fairgrounds posted barn policies.
      (11) Pay for damage to stalls considered beyond normal wear and tear.
      (12) Clean stall to the dirt and remove all personal items from stall before vacating the stall.
      (13) Maintain stall in a safe condition.
      (14) Provide proof of vaccination for each horse stalled at the Klamath County Fairgrounds in the form of a recent (less than 12 months old) letter from a licensed veterinarian.

Vaccinations must include:
- 5-way and strangles.
- A West Nile vaccination is suggested but not mandatory.

   (15) Always be present when horses are in round pens and turnouts.
   (16) Limit use of round pens and turnouts to one (1) hour per horse, or as designated in the barn policy.
   (17) Reentry will not be allowed to avoid monthly rental payment. A written notice period of 30 days from the first day of the month, submitted to the fairgrounds, will be required to terminate the Horse Stall Use Agreement. Any shorter notice will cause the forfeit of a new Horse Stall Use Agreement for a maximum of 30 days.

5. **Assignment and Subletting.** Lessee shall not assign this rental agreement, or sublet or grant any concession or license to use the premises or any part thereof.

6. **Vacating Stalls**

   A. The User Shall
      (1) Notify the office when they are vacating any or all stalls. Charges will continue to accrue until stall has been cleaned and personal property has been removed. Klamath County Fairgrounds prorates departure dates. The prorated amount will be calculated to the date the stalls are vacated and cleaned appropriately.
      (2) Leave stalls clean. All stalls shall be cleaned out, down to the dirt. They do not need to be re-bedded. Failure to clean the stall will result in a $50 cleaning fee per stall.

7. **Neglected or Abused Stalls or Horses**

   A. Notify Fairgrounds staff of any damage to stalls. If a stall is unsafe to occupy, another stall may be assigned temporarily while repairs are made. Repairs beyond normal wear and tear will be billed to the user for the time and materials to repair the damage. User will pay the amount charged on or before the 1st of the next month.

   B. If a Fairgrounds staff member observes and reasonably determines that a horse has been neglected, the staff may provide appropriate care and feed for the horse and the User will be charged a fee of $25.00 per day together with the cost of the feed and any materials used. However, the Fairgrounds assumes no responsibility for the care and feeding of User’s horse.
C. If a Fairgrounds staff member observes and reasonably determines that a stall is not adequately clean and is unfit for a horse, due to neglect of the User, the Fairgrounds may clean said stall and the User will be charged a fee of $50.00 per cleaning. However, the Fairgrounds assumes no responsibility for the care of User’s horse or the cleaning of their stall.

D. If a horse is, or reasonably appears to be or have been, neglected or abused, the Klamath County Fairgrounds staff may report the matter to Klamath County Animal Control for appropriate investigation and action and require the User to remove the horse immediately.

8. **Horse Trailer Parking**
   
   A. User may park a maximum of one (1) horse trailer in the areas designated by the Fairgrounds.
   
   B. User shall move the trailer to another designated area within a reasonable time not to exceed three (3) days at the request of the Fairgrounds.
   
   C. User gives the Fairgrounds permission to move a User’s horse trailer if it is necessary.
   
   D. Trailers must be parked in the area designated by the Fairgrounds.

9. **Damages**
   
   The User is fully responsible for the stall and agrees to reimburse the Fairgrounds for any damage to the stall beyond normal wear and tear.

10. **Release, Waiver of Liability, and Indemnity**
    
    In consideration and as a condition of being permitted to enter upon, use, and remain upon the premises and facilities of the Fairgrounds, owned and operated by Klamath County Fairgrounds, the undersigned, acknowledges, confirms, and agrees as follows:

    For the purpose of this instrument and within the Oregon Revised Statute, ORS 30.687-30.697:
    
    A. “Equestrian Activity or Event” means any horse related activity or event, or related activity or event conducted or occurring in or about the Fairgrounds.
    
    B. “Related activity or event” includes, but is not limited to, driving, riding in or upon, boarding or exiting a vehicle or trailer, moving, lifting, loading or unloading any equipment, people, gear, tack, animal, or other items; preparing any equipment, gear, trailer or vehicle, animal, or tack or practicing for engaging or participating in the activity or event.
    
    C. “Property damage” means damage, destruction, and or incapacitation to any physical property, real property or chattel.
    
    D. “Injury” means bodily or other personal injury or death.

    1. The undersigned applies to Fairgrounds for permission to enter upon, use, and remain upon the premises and facilities of the Klamath County Fairgrounds for the purpose of engaging or participating in an equestrian activity or event, including any related activities or events.
    
    2. The undersigned acknowledges and agrees that equestrian (Horse) related activities are inherently dangerous and may result in death or serious injury to a participant. The inherent risks associated with Equestrian activities include, but are not limited to: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal’s reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. FAIRGROUNDS IS NOT RESPONSIBLE FOR DEATH OR INJURY TO ANY PARTICIPANT IN AN EQUESTRIAN ACTIVITY CAUSED BY OR ARISING OUT OF THE INHERENT RISKS OF EQUESTRIAN ACTIVITIES.”
3. The undersigned is aware of, and agrees to fully comply with all of the rules and regulations of the Fairgrounds for the entry, use, and presence of the undersigned upon, on, or within the premises and facilities and engagement and participation in the said event or activity.

4. Prior to signing this release, waiver of liability, and indemnity agreement, the undersigned has had the opportunity to personally inspect the premises and facilities of the Fairgrounds and to make inquiries and obtain all relevant and sufficient information and advice, including legal advice, about the nature, risks, and details of above-described activity, event, or related activities or events.

5. The undersigned acknowledges and confirms that the decision to engage in or participate in the said activity or event and to sign this release, waiver of liability, and indemnity agreement is a voluntary decision and act on the part of the undersigned.

6. The undersigned herewith agrees to release and waive any and every claim for liability which the undersigned may have against Klamath County, the Klamath County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Klamath or the Fairgrounds arising from any injury to the undersigned or any other person or damage to the property of the undersigned or any other person resulting from the entry, use, and presence of the undersigned on, upon, or within the premises or facilities of the Fairgrounds or from the engagement or participation of the undersigned in said activity or event.

7. The undersigned herewith agree and promise to indemnify and hold Klamath County, the Fairgrounds and its respective officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the undersigned and/or his/her/their officers, agents, officials, members, employees, and volunteers, or any person or persons. In addition, User agrees to repair, solely at Users cost, all damage to Klamath County Fairground’s facilities or equipment arising out or User’s use or possession of said facilities.

8. This release, waiver of liability, and indemnity agreement constitutes an exculpatory contract between the parties which will deny the undersigned the right to recover damages from Klamath County, the Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Klamath County or the Fairgrounds for damages or injury which might occur from the entry, use, and presence of the undersigned on, upon, or within the premises and facilities of the Fairgrounds or the engagement or participation of the undersigned in the said activity or event.

9. Permission granted by this agreement for undersigned to enter upon, use and remain upon the premises and facilities of the Fairgrounds is conveyed solely to the undersigned and said permission may not be transferred, assigned or used by any other person or organization other than the undersigned. Failure to comply with this restriction may result in the revocation of the permission granted under this agreement.

10. The approval of this instrument and agreement by Fairgrounds for itself and on behalf of the Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Klamath County or the Klamath County Fairgrounds is subject, in part, upon the information provided by the undersigned:

11. **Revocation**

If the User violates any condition of this use agreement, the Fairgrounds may revoke this use agreement with no refund.

<table>
<thead>
<tr>
<th>Primary Stall Renter’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secondary Stall Renter’s Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

Page | 8
Assigned Stall Numbers


KLAMATH COUNTY FAIR & Event Center
EXHIBIT V
EMERGENCY DISASTER PLAN

TO: ALL STAFF MEMBERS OF THE KLAMATH COUNTY FAIRGROUNDS

IN THE EVENT OF AN EMERGENCY, PLEASE FOLLOW THE PLANS LISTED BELOW

One of our jobs is to insure the safety of all the people attending the FAIR and/or any EVENT here at the Fairgrounds. All employees must read and be familiar with this plan.

MINOR INJURY: A First Aid Station, with EMT’S, is available during the FAIR. They are located on the roadway in front of the blue house across from the Blue Building, Hall #2. During other EVENTS you should go the business office in the Main Building or to the Maintenance Office there you will find first aid supplies.

MAJOR INJURY: During the FAIR contact the EMT’S at the same location as stated above. They have radio contact with the ambulance on the grounds, also with the hospital and the fire department ambulances. During the other EVENTS contact the business office or the personnel on duty to assist you in calling 911.

MAJOR EMERGENCY: Fairgrounds personnel are to assist the Fire Department EMT’S during FAIR. You are to open all exits and gates and make certain all of the public is escorted to safety. Be familiar with the location of all firefighting equipment and emergency power. At night, you should always carry a flashlight.

POWER FAILURE: A complete blackout would probably not occur in all areas at once because the fairground is fed by three separate transformers. Keep in mind where emergency lights and cords are stored. Water and power plans (up to date) are in the fairgrounds office and equipment shop. These plans list all switches and water shut-off valves. The carnival furnishes their own generator power plus the fairgrounds have lights in that area. In case of a power failure, keep the public calm at all times. Announcements will be started immediately to reassure the public. This could be announced from three separate P.A. systems. There is one system in the manager’s office that can be heard at all outside areas.

Emergency plans have been discussed with the EMT’S, Sheriff’s Office and the Fairgrounds Crew to coordinate in case of any emergency. EMT’S and Security Officers are on duty at all times while the public is on the fairgrounds during the FAIR and they are radio equipped.

The major radio locations on our fairgrounds during the FAIR are: Fairgrounds Business office in the Main Building; 4-H office; EMT’S location; and the Sheriff’s office (located in the Event Center). Contact any Fairgrounds employee or anyone located in the areas above for any communication that may be needed.

EMERGENCY NUMBER 911