



## FACILITIES USE AND RENTAL POLICIES

### PURPOSE AND SCOPE

All users of the Event Center or any facilities thereon will abide by and conform to the policies, rules and regulations set forth in this manual, the Facilities Lease Agreement and any other agreement, oral or written that serves to define the use of the Event Center.

Event Center management reserves the right to amend and revise these policies, and reserves the right to be the sole interpreter of all differences and questions incident to the use of the Event Center.

The act of signing a Facilities Lease Agreement shall serve as the acknowledgement that the lessee has read and understood, and will abide by and enforce these rules and regulations. Lessee shall assume the responsibility for assuring that officers, agents, employees and participants know and abide by these rules and regulations while on the premises.

### REGULATORY AUTHORITY

Lessee and their invitees shall obey all laws, regulations and ordinances of the United States of America, the State of Washington, Kittitas County, the City of Ellensburg, and the rules and regulations of the Kittitas County Event Center.

Lessee shall obtain all licenses and permits necessary to pursue their activity on the Event Center including but not limited to the requirements stated below in "**City of Ellensburg Licenses, Taxes, Fire and other Regulations**".

### FACILITES USE AGREEMENT

Any event or activity occurring on the Event Center must have a written and signed Facilities Lease Agreement with the Kittitas Valley Event Center authorizing that activity. Subject to the terms and conditions set forth in a Facilities Lease Agreement, Kittitas County grants Lessee the right to use and occupy the stated facility for the agreed upon times. Failure to satisfy the terms of the Facilities Lease Agreement shall grant Event Center management the right to prohibit entry onto the Event Center and to cancel any agreement.

Any party interested in leasing the available facilities of the Kittitas Valley Event Center will have an opportunity to apply for any date. These rules are generally applied to larger, multi-date or commercial events, though they will provide a framework for reserving space for smaller parties. Generally, if an applicant is:

1. Formally or legally organized,
2. Offers exclusive services to their members (participation is not generally open to the public) in exchange for a membership fee,

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3. Is using the facilities with the intent of profit from that use,
4. Enters into a multiple date agreement, or
5. Offers other ancillary commercial activities in conjunction with their event,

You will fall under the guidelines stated here.

Negotiations do not constitute an agreement though negotiations will serve to reserve a building or area and guarantee the applicant priority until an agreement is reached or the parties abandon negotiations. Agreements are final when the one or all of the following have been accomplished:

1. A Facilities Lease Agreement is received and signed by both parties
2. Any deposits stated on the Facilities Lease Agreement has been received

#### **SUBLEASE**

**SUBLEASE:** Lessee is prohibited from subletting any of the areas or buildings described in this lease agreement to any person or organization for any reason without the prior consent of Event Center Management.

#### **NON-PROFIT**

To qualify for a 25% reduced non-profit rate on buildings (not including Commercial Kitchen), Bloom Pavilion, and Rodeo Arena, you must be incorporated under the laws of the State of Washington as a non-profit organization, and must have additionally qualified for tax exempt status under Internal Revenue Service Section 501C on or before the date of your event.

Please be aware that if you charge admission, or collect a "donation" at the door, you fall under the guidelines of the City of Ellensburg's Admission tax. If you are selling anything, directly or indirectly, you must have a temporary City business license. Also, you will not be allowed your 25% reduction for 501c status if you fall under the Commercial Activities, (see below).

#### **COMMERCIAL AND NON-COMMERCIAL ACTIVITIES**

**COMMERCIAL ACTIVITIES:** *A Commercial Activity is defined as any event where the Lessee does not qualify for tax exempt status under IRS code section 501(c) and spectators are charged an admission fee to the contracted event. Such a Lessee shall pay the Commercial Use Lease fee or 20% of gross admission sales, whichever is larger.* Proof of admission sales must be arranged with the Event Center office.

**NON-COMMERCIAL ACTIVITIES:** A Non-Commercial use is defined as (1) any use by an entity that has qualified for tax exempt status under IRS code section 501(c) and provides proof of such qualification, such a Lessee shall pay the Non-Commercial Use rate less 25%, or (2) a use by an entity that does not so qualify and where spectators are not charged an admission to the contracted event.

#### **FOOD CONCESSIONAIRES**

All food vendors who require either Event Center power and/or water will contract directly with the lessee. The lessee shall pay a flat rate of \$30.00 per Concessionaire for each day of the contracted event to the Event Center. Full payment must be paid at the time of signed contract. Lessee or Concessionaire is responsible for removing all trash and grease, and provide own bladder for gray water,. An additional \$100.00 will be charged to lessee if trash, gray water, and grease are not cleaned up and removed.

Exception: when school, church youth groups, or active 4-H clubs staff a booth and all proceeds go entirely to that organization. The Event Center staff will make the final decision whether a group is qualified. Youth Groups must contact Event Center office and sign contract.

A map of where Concessionaires are to be positioned, including lessee booth, must be provided to Event Center staff no less than ten (10) business days prior to contracted event by the Lessee.

## COMMERCIAL VENDORS

All Commercial vendors who require either Event Center power and/or water will sign contract directly with the lessee. Lessee of contracted event is responsible for collecting all fees and submitting to Event Center. The lessee shall pay a flat rate of \$30.00 per Vendor for each day of the contracted event to the Event Center. Lessee/Vendor is responsible for removing all trash and cardboard. An additional \$100.00 will be charged to Lessee/Vendor if trash and cardboard are not removed.

Lessee shall submit to Event Center staff a list of all commercial vendors no less than ten (10) business days prior to contracted event. A map of where vendors are to be positioned, including lessee booth, must be provided to Event Center staff no less than ten (10) business days prior to contracted event by Lessee.

Lessees who fall under the definition of Commercial Activity and provide musical entertainment, other than professional entertainment, must provide Event Center a copy of ASCAP, BMI, and/or SESAC permits.

## ALCOHOL SALES

**ALCOHOL:** Lessee is responsible for complying with all laws of the State of Washington and the City of Ellensburg concerning the consumption of alcoholic beverages on public property.

Lessee must apply for a Washington State Liquor Control Board Banquet Permit or a Special Occasion Liquor License. A **Banquet Permit is obtained, at least 1 week prior, when alcohol is not charged to attendees**, and a **Special Occasion Liquor License is obtained, at least 90 days prior to event, when alcohol is charged a to attendees**. Even if lessee has made arrangements with a bartender who has a offsite liquor license, lessee must still obtain a Banquet Permit, for lessee is the responsible party. Applications are available at the Washington State Liquor Store. Lessee must show letter from Event Center approving the serving of alcohol and date of event when applying for appropriate permits. Proof of approved Washington State Liquor Control Board Banquet Permit or Special Occasion Liquor License must be submitted to the Kittitas Valley Event Center no less than two weeks prior to the scheduled event. **All Contracts must state that lessee has permission to serve alcohol at event and be initialed by administrative staff.**

If alcohol is being served, lessee must hire a licensed, bonded, and certified security service to supply security within the premises for the duration of lessee's event. A signed copy of the security service contract made between the lessee and security service agency must be returned to Event Center office no less than two weeks prior to the scheduled event. **EXCEPTION: The Program Director and/or Program Assistant may waive security requirements if the lessee has held an annual event at the facility for at least three consecutive years.**

## RESERVATIONS

The Event Center's Program Director reserves the right to accept or deny any application. If an application is rejected, the Event Center's Program Director will state the reason for the rejection in writing.

All facility use fees will be quoted from the current rate sheet.

All parties will be asked to sign a Facilities Lease Agreement. The Facilities Lease Agreement will specify at a minimum, all the details of the agreement including any accessory items to be leased, the event date or dates, the move-in and tear down dates, and the hours of use for the specified time. Any services provided to Lessee outside of those specified on the Facilities Lease Agreement will be charged appropriately.

Upon signing of the lease agreement, the Lessee is required to pay a Security/Damage/Cleaning deposit in the **sum of total contracted fee(s) or 25% of total fee if facility is rented for multiple consecutive days, whichever is more**. Additional charges for camping, RV, additional labor, etc. are due no later than 10 working days after the final day of the event.

The entire use fee must be paid in full no later than 30 working days prior to the event unless advance arrangements have been made with the Event Center office. Finance charges will be assessed on all late

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payments.

#### EARLY ARRIVAL OR SETUP

A Lessee having participants arriving earlier than contracted times (the day before) and reserving stalls/pens must rent facilities, they will be using, for the half day prior to the event. The half day price will be calculated at 50% of the use fee determined from the price schedule.

#### INSURANCE

The Lessee will be required to submit a "Certificate of Insurance" to the Event Center no later than two weeks prior to the event. This certification must comply with the requirements listed in the Facilities Lease Agreement. All groups who are required to do so must show written proof of insurance from their broker or agent. The Event Center reserves the right to determine who must provide insurance.

Groups of less than 14 people who are not involved in competition will not be asked to provide proof of insurance. If you are involved in any of the following activities you will have to show proof of insurance:

1. Paying in to a "jackpot" or aggregate prize, monetary or otherwise, for distribution at the end of a competition.
2. Competing for aggregate points towards a yearly or seasonal total,
3. Competing with 1 or more participant for any reason.
4. Training animals or offering classes to students, whether or not they are paying students
5. Any activity that involves the expectation of profit.

#### SECURITY

Lessee is responsible for providing sufficient law enforcement security, security service, ushering, medical aid or other personnel to maintain order and protect persons and property as required herein.

**If alcohol is being served**, lessee must hire a licensed, bonded and certified security service or make arrangements with active on duty law enforcement department to arrange for an officer(s) to supply security within the premises for the duration of lessee's event. A signed copy of security service contract made between the lessee and security service agency or a signed affidavit from the law enforcement department must be returned to Event Center office no less than two weeks prior to the scheduled event. **EXCEPTION: The Program Director and/or Program Assistant may waive security requirements if the lessee has held an annual event at the facility for at least three consecutive years.**

#### PARKING AND TRAFFIC CONTROL

**PARKING AND TRAFFIC CONTROL:** Designated parking for each event will be assigned by Event Center administration.

Traffic control and RV/Camping verification is the sole responsibility of the lessee. If due preparation and care is not exercised by Lessee, Event Center reserves the right to provide needed personnel, at the expense of the lessee, to meet Event Center expectations of traffic and public safety needs. **In all instances fire lanes shall be kept open and parking shall not obstruct fire hydrants or fire stations.**

#### UTILITIES

The Lessee shall pay for all power and lights used by the Lessee in excess of regular lighting fixtures or camper outlets, as determined necessary by the Event Center.

#### ELECTRICAL WIRING

No electrical wiring is to be done on the Event Center grounds by any concessionaire or exhibitor without permission of and under supervision of the Event Center. The cost of additional wiring or electrical service in excess of what now is installed shall be the obligation of the Lessee, and must be installed by a licensed electrician. The Event Center obligates itself only to electrical service lead limits as presently configured, and assumes no responsibility for damage due to overloads, low voltage power spikes, or any other damages due to inappropriate or improper loading of the Event Center's electrical system or the condition of the power as delivered to the facilities. Lessee is strongly

encouraged to inspect the electrical services and determine whether the present configuration will support their service load requirements.

#### **REMOVAL OF TEMPORARY STRUCTURES**

The Lessee shall remove temporary structures from leased space immediately after the close of occupancy, or secure written permission to further hold space and later remove temporary structures. Failure to comply shall cause property to be forfeited to the Event Center or an additional daily charge to be assessed, at Event Center's option.

#### **GARBAGE/BATHROOM SERVICES**

Event Center's staff will make every effort to periodically remove trash from the premises and stock and clean the restrooms. Any unforeseen refuse overflows or service problems should be reported immediately to Event Center staff.

#### **ACTIVITIES AND ADVERTISING**

The Lessee shall keep all activities and advertising matter within the space designated and shall place no advertising on the outside of the permanent buildings without the Event Center's permission.

#### **INCIDENT REPORTING**

Event Center management is to be notified immediately of any incident that occurs during the event. A report form is included with this contract. Please report all injuries or accidents to persons, property, violence, theft, fire, or hazardous conditions of any kind.

#### **EVENT MONITORING**

Event Center reserves the right of entry onto the leased premises for the purpose of monitoring compliance with all stated policies and conditions of the lease agreement. Further, Event Center reserves the right of entry to perform repairs or improvements providing that the entry shall not unreasonably interfere with Lessee's operation of their event. Event Center reserves the right to determine a condition of emergency and to act accordingly.

#### **HOLD HARMLESS**

The Lessee agrees to hold Kittitas County, their officers, agents, employees, and assigns harmless from any claim made against them or on account of any actions of the said Lessee or on account of any actions or injuries to any person who is an invitee of the Lessee or for damage to any property, including the County's property, which may occur due to the action of the Lessee, or its officers, agents, assigns or employees, or due to the action of any invitee of the Lessee, or on account of any fire, explosion or other calamity caused by the Lessee, or any of its officers, agents or employees, or the Lessee invitees, or any material or equipment brought onto the premises by the Lessee, or any damage or injury to property or persons caused by any animal brought onto said premises by the Lessee or by any invitee of the Lessee.

#### **ACCESS**

Lessee covenants and agrees that it shall not deny admission or access to the event or premises because of race, creed, religion, sex, ethnic or national origin or political opinion.

#### **COMPLIANCE WITH LAWS**

The Lessee agrees, in addition to the terms of this agreement, to comply with all rules and regulations of the Event Center and the Board of Kittitas County Commissioners with reference to said Event Center and further to comply with all ordinances, laws and rules and regulations of the City of Ellensburg, County of Kittitas, State of Washington, and United States of America, with reference to the activity or the activities to be conducted by the Lessee.

#### **SEVERABILITY**

Any subsequent determination of invalidity of individual clauses of this contract shall not render the entire contract invalid.

## PAYMENT, LATE FEES

All charges are due and payable on the 10<sup>th</sup> of the month following billing. Past due accounts will be charged at the rate of 1% per month, 12% per annum (\$1.00 minimum).

## EVENT SET-UP

If Event Center staff is required to set up accessory equipment for an event, the Lessee is required to submit a written floor or arena plan to Event Center staff no later than two weeks before the event. The plan should indicate the requested locations for tables, chairs, PA systems, projector/cart, screen, stage and/or risers, fence panels, etc., including dimensions for ring sizes and exercise area size and placement. It is the Lessee's responsibility to verify the dimensions of the building and placement of interior panels or partitions. Additional set up and take down time will be charged to the Lessee at the rate listed on the rate sheet for equipment and labor charges unless otherwise covered in a contractual agreement.

If lessee does not provide a map for set up, at least 2 weeks prior to event, lessee will be required to set up tables, chairs, displays, etc. Lessee is responsible for area clean-up if not otherwise covered in a Facilities Lease Agreement.

## RV and OVERNIGHT CAMPING

The Event Center offers "dry" (no utilities used) tent or vehicle camping and RV hookup to power and/or water spaces.

Charges for the spaces shall be verified and collected in the following manner:

1. At a pre agreed time, a principle of the Lessee and a representative of the Event Center shall identify and verify that a vehicle or individual using a space is a participant in the event contracted by the Lessee. Daily counts will be conducted by Event Center staff. The space used shall be noted, and the total usage shall be submitted to the Event Center.
2. It is the sole responsibility of the Lessee to collect all camping fees and submit fees to Event Center office.
3. Any hookup to any utility shall be charged to Lessee as a full hookup rate. Running extension cords and hoses to the dry camping area or to a vehicle outside the RV area will be charged as a full hookup.
4. Utilities hookup to any barn, arena, building or any other non designated area is strictly prohibited.
5. If a dry/tent overnighter is camped in the RV hookup areas, they will be charged the same fee as if they are hooked up to power and/or water. They must stay in dry/tent camping designated areas.
6. Dump stations are available in certain areas of the grounds and are available to lessee patrons only.
7. **Absolutely no horses or livestock allowed in RV and Camping areas. No Exceptions.**

**The concrete strip running roughly east and west in front of the livestock buildings covers Wilson Creek and is not designed to withstand vehicle or trailer loads except at designated crossings.**

## LIENS

The Event Center shall have a lien upon any and all property stored, used, or located upon the leased space, or anywhere upon the grounds by Lessee for any unpaid rentals and for any and all damages sustained by the breach of this contract or otherwise caused by the Lessee, and shall have the right to dispose such property or any part of it without process of law, and may appropriate any or all of such as its own to satisfy such claim.

## GENERAL PROVISIONS

1. The Event Center will generally provide custodial service to leased areas for restroom maintenance and garbage pick-up. However certain events and activities may require additional resources which will be charged as an additional service.
2. Because of current insurance and liability rules, Lessee can not borrow or use any Event Center mechanized equipment such as tractors, trucks, power hand tools, etc. These must be operated by Kittitas County personnel only.
3. Painting or in any way altering the interior or exterior of any building is forbidden unless approved by

Event Center staff.

4. When beauty bark, sawdust, soil, or other similar material is placed on building floors, plastic sheeting must first be placed beneath it, and all materials must be removed by the Lessee at the conclusion of the event.
5. There is **NO SMOKING** in any Event Center buildings and barns at any time.

### **CITY OF ELLENSBURG LICENSES, TAXES, FIRE AND OTHER REGULATIONS**

Though the Event Center is a Kittitas County facility, we "live" in the City of Ellensburg and fall under their regulatory structure. Following are some specific regulations that pertain to events held at the Event Center which will apply to you if you use the Event Center:

The Lessee must adhere to the fire regulations as specified by the Ellensburg Fire Department. A representative from the Ellensburg Fire Department may inspect your event for compliance. The current fire regulations are listed on the insert titled "Fire Regulations".

All vendors must hold a valid City of Ellensburg business license. A blanket license for all vendors can be issued to Lessee or event promoter through City Hall. Call (509)962-9863 for more information.

The City of Ellensburg assesses an admission tax on all events charging an admission or gate. Admission packets explaining the law, exemptions, and accounting procedures can be obtained through the Event Center office or the City of Ellensburg accounting department (509)962-7502. It is the responsibility of Lessee to insure that admission tax laws are followed and the appropriate payment is made.

The City of Ellensburg has established a Residential Parking Zone (RPZ) ordinance that specifically regulates non-resident street parking in certain areas within the city limits. If you wish to have that ordinance waived for service or other vehicles, you must request that the Ellensburg City Council waive that ordinance for the time of your event. Lead time should be approximately one month for a waiver. Contact the City Clerk for further information at (509) 962-7204.

### **NOISE ORDINANCE**

Lessee must comply with City of Ellensburg Municipal Code - Noise 5.60.

The public announcement (PA) system in the Rodeo Arena Announcer's Booth has been set in compliance with Ellensburg Municipal Code - Noise 5.60. Any person or persons adjusting PA system to a setting other than the marked setting will be in violation of the Ellensburg Municipal Code - Noise 5.60. Any adjustment to PA system other than the marked setting is just cause for immediate cancellation of event, forfeiture of all fees paid, and will preclude any future bookings at the Kittitas Valley Event Center and Fairgrounds/Rodeo Arena. Furthermore, such adjustments to PA system may subject such persons to civil and or criminal action by the City of Ellensburg for violation of Ellensburg Municipal Code - Noise 5.60.

You may wish to have the Noise Ordinance waived if your event is to run after 10:00 PM. Lessee must request the waiver from the Ellensburg City Council. The City Police will ask that you curtail your activities or reduce the volume of your entertainment if they receive complaints about noise after that time.

### **4-H AND COOPERATIVE EXTENSION**

Active 4-H clubs and the groups associated with the WSU/Extension Programs in Kittitas County will be offered a preferential rate structure. It is the policy of the Event Center and the Kittitas County Board of County Commissioners to support the activities of these groups at times other than the annual County Agricultural Fair by offering the use of the Event Center facilities at reduced rates.

To qualify for these reduced rates, groups must be actively enrolled as a club recognized by statewide WSU/Extension, and the activities that they wish to pursue must lead to accreditation towards, or contribute to a performance level that leads to eventual judging or evaluation at the annual County Fair. Individuals who are

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4-H members who wish to use the facilities for private or non competitive activities will be asked to adhere to the regular published rates.

## EQUINE AND LIVESTOCK EVENTS

**LIVESTOCK, EQUESTRIAN, ANIMAL BREEDER EVENTS:** E. coli 0157:H7 and other dangerous bacteria and viruses can be passed to humans who touch or come in contact with livestock, horses, caviars (i.e. rabbits, ferrets) poultry and birds. In particular, children, elderly, or visitors who suffer immune deficiency ailments are considered at high risk for contracting dangerous bacteria and viruses. Any livestock, equestrian or animal breeder's event in which the public is invited to attend or admission tickets are sold must provide HAND WASHING STATIONS within or outside the doors and gates of barns and riding arenas. Warning signs must be placed in clearly visible locations, advising visitors, patrons, and participants to wash their hands after visiting livestock, equestrian and animal breeder events in livestock and poultry/rabbit barns, Bloom Pavilion and Rodeo Arena.

**In addition, no food or beverages are allowed in the horse, livestock, poultry/rabbit barns, or Bloom Pavilion for personal consumption or to sell to visitors and/or patrons.**

See RV and Overnight Camping for RV hookups and dry/tent camping.

**In addition to the above, the following rules apply to equestrian events:**

1. All animals must be under the control of the owner or rider at all times.
2. Arena users will be required to submit an arena plan showing the approximate size and placement of interior partitions or areas within the Rodeo Arena or Bloom Pavilion.
3. No horses or livestock are to be ridden or tied to vehicles on the grass areas. Do not ride your horse in the barns.
4. No horses or livestock are allowed in RV and Camping areas.
5. All dogs must be kept on a leash and in owner's control at all times. Stray, barking, or otherwise unmanageable animals will be referred to the City of Ellensburg Animal Control Officers.
6. A Lessee having participants arriving earlier than contracted times (the day before) and reserving stalls/pens must rent the arena they will be showing in for the half day prior to the event. The half day price will be calculated at 50% of the arena use fee determined from the price schedule.
7. Show participants must not block the road at the rear of the barns by parking their trailers behind the barns. Day parking is available in the maintenance shop parking area for day use only. If you are staying overnight you must use one of the designated RV spots or park at the north end of the Event Center. **Fire and delivery lanes behind the barns must be kept open.**
8. Event participants are responsible for providing their own barn security. Barn occupants must keep the barns clean and free of litter, droppings, shavings etc. and must also keep the areas behind the barns clean and free of piles of shavings.
9. **For personal farrier, veterinary use, and/or other equine services:** privileges are offered to those who are actively boarding and/or under facilities contract to Event Center only, unless prior authorization is given.

**BARNs, STALLS, PENS, PADDOCK USE:** Event Center's sole responsibility shall be to provide a bedded stall at the beginning of each occupation period, and to clean the stalls at the end of that period. Interim stall care is the responsibility of the Lessee. Individual stall users are responsible for providing rakes, shovels, wheelbarrows and other equipment. Stall counts for the purpose of billing are to be verified by representatives of the Lessee and Event Center and charged to Lessee at the end of each occupation period.

For additional information on the Event Center events policies, please contact the Kittitas Valley Event Center office at (509) 962-7639.

Web site and calendar of events: [www.co.kittitas.wa.us/kvec](http://www.co.kittitas.wa.us/kvec)