

Columbia County Fair Board Facility Rental Standard Terms and Conditions 2023

These Standard Terms and Conditions govern the rental of grounds and/or buildings at the Columbia County Fairgrounds.

1. **Definitions**
 - a. **Agreement** means the contract to rent all or part of the Fairgrounds. The Agreement consists of the Rental Reservation Form signed by the parties and these terms and conditions.
 - b. **County** means Columbia County, Oregon.
 - c. **Event** means the use of the Fairgrounds covered by the Agreement.
 - d. **Fair Board** means the Columbia County Fair Board.
 - e. **Fairgrounds** means the Columbia County Fairgrounds located at 58892 Saulser Road, St Helens, Oregon 97051.
 - f. **Property** means the portion of the Fairgrounds rented under the Agreement as shown on the Reservation. Property also includes all common areas used by the Renter as part of the Event.
 - g. **Renter** means the individual, organization or company shown on the Reservation that is seeking use of all or part of the Fairgrounds.
 - h. **Rental Deposit** means the 25% of the rental fee which must be received by the Fair Board for the Reservation to be effective.
 - i. **Reservation** means the Rental Reservation Form signed by the Renter and the Fair Board.
2. **EFFECTIVE DATE.** The Agreement is effective on the date last signed by the parties, on the Reservation or upon receipt of the Reservation Deposit by the Fair Board, whichever occurs last.
3. **RENTAL HOURS.** Saturday rentals begin at 12:00 am (midnight) and end at 10:00 am Sunday. Sunday rentals begin at 12:00 noon and end at 11:59 pm. On all other days, rentals begin at 10:00 am and end at 11:59 pm. For multiple day events the rental starts at the specified start time for the first day of the event and end at the specified ending time for the last day of the event. (For example, a Friday and Saturday rental starts at 10:00am on Friday and ends at 10:00 am on Sunday). Music or other loud noises are prohibited between the hours of 10:00 pm and 7:00 am.
4. **FEES.** Renter shall pay the Fair Board the following fees for rental of the Property:
 - a. A rental fee in the amount shown on the Reservation.
 - b. A cleaning fee in the amount shown on the Reservation.
 - c. A damage deposit in the amount shown on the Reservation.
 - d. If alcohol is to be served at the event, an additional damage deposit in the amount shown on the Reservation.
 - e. A fee of \$35.00 for any dishonored check.
 - f. A reservation deposit of \$500.00 is due at the time of reservation signing to secure reservation date. The remaining balance of the rental fee along with all other fees and deposit(s) must be received by the Fair Board at least 30 days prior to the start of the event.
5. **REFUNDS.**
 - a. \$500.00 is due to reserve the rental date. The rental deposit is a non-refundable booking deposit. The remaining balance of the rental fee is refundable so long as the Fair Board receives written notice of cancellation at least 60 days prior to the Event. Otherwise, the remaining balance of the rental fee is retained by the Fair Board.
 - b. Except for the rental fee, which is addressed above, all fees and deposits are refundable if the Event is canceled.
 - c. If the event is held the Fair Board will retain the full rental and cleaning fee.
 - d. The Fair Board reserves the right to apply all deposits toward the repair, replacement or cleaning of the Property covered by this Agreement or for breach of any other condition of this Agreement. Any remaining balance will be refunded to Renter. Refunds, if applicable, will be issued within 30 days after the Event.
6. **CARE OF THE PROPERTY.** Renter agrees to be responsible for the care and condition of the Property covered by this Agreement during the time of their rental. Any repair concerns should be documented and brought to the Fairgrounds Administrative personnel at the start of the rental.

Renter is required to return the Property to the Fair Board in the same condition as it was in when received, less ordinary wear and tear. To assist the Renter a Facility Rental Cleaning Checklist is attached hereto as Exhibit A and incorporated by this reference.

Renter **DO NOT USE** THE ZAMBONI FLOOR CLEANER.

Motorized vehicles are **NOT** permitted in the Pavilion at any time and will result in loss of any deposits and possible removal from future rental opportunities.

7. **INDEMNITY/HOLD HARMLESS.** The County, including the Fair Board, is not responsible for any injuries to any and all persons or loss to any property where such injury or loss was caused directly or indirectly, in whole or in part, by reason of any act, error, omission or negligence by Renter. Renter shall indemnify, defend, save, and hold harmless the County, the Fair Board, and their officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person (including injury resulting in death) or persons or of damage to property (including loss or destruction), caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Renter, its guests, invitees, officers, agents and/or employees arising out of the performance of this Agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, the Fair Board, or their officers, agents or employees.
8. **INSURANCE.** Renter shall obtain general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, the Fair Board, and their officers, agents, and employees. Renter shall provide Fair Board a certificate or certificates of insurance in the amounts described above which names Columbia County, the Columbia County Fair Board, and their officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Renter agrees to notify the Fair Board immediately upon notification to Renter that any insurance coverage required by this paragraph will be cancelled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
9. **COMPLIANCE WITH CODES AND STANDARDS.** Renter acknowledges and agrees that it is Renter's responsibility to comply with and demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules.
 - a. Renter shall comply with any COVID-19 regulations and guidelines adopted by the State or County, as well as any mandatory federal laws.
 - b. **FIRE SAFETY REQUIREMENTS.** Renter shall comply with the Oregon Fire Code. Renter shall obtain any necessary permits from the Columbia River Fire & Rescue and show proof of such permit(s) to the Fair Board designee prior to the Event, if such permit is required.
 - c. **FOOD HANDLER'S CERTIFICATE.** If Renter will have food prepared or served to the public, Renter is required to have a person with a valid Food Handler's Certificate prepare and/or serve food. For further information on health requirements, see the Columbia County Public Health Department website at: <https://www.columbiacountyor.gov/departments/PublicHealth/food-handlers-card>.

A Food Handler permit can be obtained online at: <https://www.orfoodhandlers.com/eMain.aspx> and 230 Strand St., St. Helens, OR 97051.
 - d. **SINGLE-Event TEMPORARY RESTAURANT PERMIT.** If Renter will have food prepared or served to the public, Renter is required to obtain a Single-Event Temporary Restaurant License from the Columbia County Public Health Department prior to the Event. This requirement does not apply to private parties, such as weddings. The Columbia County Public Health Department can be reached at: 230 Strand St., St. Helens, OR 97051, 503-397-7247. More information can be obtained at: <https://www.oregon.gov/oha/PH/PROVIDERPARTNERRESOURCES/LOCALHEALTHDEPARTMENTRESOURCES/Documents/Columbia.pdf> and <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/FOODSAFETY/Pages/regs.aspx>
 - e. **SPECIAL Event LIQUOR LICENSE.** A Special Event Liquor License from the Oregon Liquor Control Commission is required for the Event if:
 - Alcohol will be sold,
 - Alcohol is available (but not being sold) and there is a charge or donations accepted for admission, or
 - Payment is required to attend.

A liquor license is not required for the Event if no payment or purchase is required and no donations of money will be accepted for alcohol, for entry/admission or for any other product or service at the Event.
10. **REMOVAL OF PERSONAL PROPERTY.** Renter is required to remove all personal property brought onto the Fairgrounds before the end of their rental term. Renter expressly authorizes the Fair Board to dispose of any personal property remaining on the Fairgrounds following the end of the rental term in any manner that the Fair Board, in its sole discretion, deems best.

11. **CAMPING/STORAGE**: This Agreement only permits Renter to use the designated Property for the designated Event. Any additional use of the Fairgrounds, including but not limited to for the purposes of camping or storage of equipment or supplies, requires that the Renter enter into a separated agreement with the Fair Board.
12. **NON-ASSIGNMENT**. This Agreement may not be assigned, sublet, or secured by attachment or execution or in any manner transferred to any other persons, firm, or entity, either voluntarily or involuntarily or by operation of law or otherwise. Renter shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County.
13. **TERMINATION**.
- a. Automatic Termination: If Renter fails to pay all amounts required under Section 4 at least 30 days prior to the event, this agreement shall terminate automatically. Refund shall be made as if the event was canceled with less than 60 days' notice as provided in Section 5 of this Agreement.
 - b. By the FAIR BOARD:
 - i. With Cause: The Fair Board may terminate this agreement if Renter is in violation of any of its provisions. Notwithstanding Section 5 of this Agreement, in the event of termination under this provision Renter shall not be entitled to a refund of any rental fees, cleaning fees or damage deposits.
 - ii. Without Cause: The Fair Board may terminate this Agreement at any time for any reason by providing the Renter written notice of termination. Notwithstanding Section 5 of this Agreement, in the case of termination under this provision Renter shall be entitled to a full refund of all rental fees, cleaning fees or damage deposits.
 - c. By Renter: Renter may terminate this Agreement at any time for any reason by providing the Fair Board written notice of termination. Refunds shall be governed by Section 5 of this Agreement.
14. **FORCE MAJEURE**. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or other cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the Fair Board. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
15. **RULES/REMEDIES**.
- a. The Fair Board reserves the right to make reasonable rules for the use and occupancy of the Property and/or personal property covered by this Agreement. Renter agrees to abide by these rules and to require its guests, officers, invitees, agents and/or employees to so abide. Authorized representatives of the Fair Board shall have the right, but not responsibility, to inspect the Property for the purpose of determining compliance with this Agreement.
 - b. In case of violation of any term or condition of this agreement or of any rules adopted by the Fair Board, the Fair Board may invoke any remedy provided by this agreement, in addition to all other remedies provided by law, and will result in the loss of Cleaning Fee and Damage Deposit.
 - c. The rights and remedies of the Fair Board related to any breach of this Agreement by Renter shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.
16. **ATTORNEYS' FEES**. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
17. **NONWAIVER**. The failure of the Fair Board to enforce any provision of this Agreement shall not constitute a waiver by the Fair Board of that or any other provision of the Agreement.
18. **TIME OF THE ESSENCE**. The parties agree that time is of the essence in this Agreement.

19. **CHOICE OF LAW**. This Agreement shall be governed by the laws of the State of Oregon.
20. **VENUE**. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon. If action is brought in federal court, it must be filed in the Federal District Court for the District of Oregon.
21. **SEVERABILITY**. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
22. **NO THIRD-PARTY RIGHTS**. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
23. **EXECUTION AND COUNTERPARTS**. The Parties agree that this Agreement may be executed in counterparts and an electric copy of an original signature shall be binding as if it were any original. This Agreement shall be considered fully executed when the signatures of all Parties have been obtained on the Reservation, either in one document or a compilation of multi-counterparts from each Party, and copies of said signatures provided to all Parties.
24. **Electronic Signatures**. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted, or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
25. **ENTIRE AGREEMENT**. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. RENTER, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) ON THE RESERVATION, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.