

## 2023 FACILITIES USE AND RENTAL AGREEMENT

| Agreement Number:             |                          |  |  |
|-------------------------------|--------------------------|--|--|
| (To be assigned by fairgroup) | unds staff)              |  |  |
| Event Name:                   | Event Date:              |  |  |
| Lessee:                       |                          |  |  |
|                               | airgrounds/ Grant County |  |  |
| Location(s):                  |                          |  |  |

I, \_\_\_\_\_\_ (print Lessee's name and title) have had an opportunity to read page two of this document as well as the Grant County Fairgrounds Facility Use and Rental Policies (Exhibit A), and agree to comply with all conditions and terms set forth therein.

| Signature:          | Signature:              |  |
|---------------------|-------------------------|--|
| Applicant/ Lessee   | Fairgrounds Director    |  |
| Date:               | Date:                   |  |
|                     |                         |  |
| Contact Information | Contact Information     |  |
|                     | 3953 Airway Drive       |  |
|                     | Moses Lake WA 98837     |  |
| Phone #:            | Phone #: (509) 765-3581 |  |

## Legal

- 1. Hold Harmless: The Lessee agrees to hold Grant 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.
- 2. 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.
- 3. Americans with Disabilities Act (ADA) Compliance Policy: Grant County and the Grant County Fairgrounds complies with requirements set out in the Americans with Disabilities Act (ADA). We strive to ensure all programs, services and activities are reasonably accessible and usable by people with disabilities. This means that in the planning of your event, you should make every effort to accommodate disabled persons. You may schedule sign language interpreters on your own and at your own expense for all or part of your visit to the Grant County Fairgrounds through the Eastern Washington Center for the Deaf and Hard of Hearing at 509-328-9220. Voice 509-328-3728. Rates are set by Eastern Washington Center for the Deaf and Hard of Hearing and are subject to change without notice. Buildings, booths, and/or spaces contracted from Grant County must provide reasonable access to patrons with disabilities. If the Lessee cannot make the building, booth or space accessible, then the Lessee must provide services by coming out of the booth or by some other reasonable and suitable means. Each Lessee must display a sign or sticker at their area stating: "This vendor will provide reasonable access to all persons with disabilities, upon request, in compliance with the Americans with Disabilities Act (ADA)."
- 4. **Regulatory Authority:** The Lessee and their invitees shall obey all laws, regulations and ordinances of the United States of America, the State of Washington, Grant County, and the rules and regulations of the Grant County Fairgrounds. The Lessee shall obtain all licenses and permits necessary to pursue their activity on the Grant County Fairgrounds including but not limited to the requirements stated below in "Grant County Licenses, Taxes, and Other Provisions".
- **5. Insurance:** A copy of an Insurance Certificate must be received in the Grant County Fairgrounds Office no later than 14 days prior to the event. Grant County, Grant County Fairgrounds and their officers, directors and employees, shall be named as additional parties. Minimum coverage limits shall be set at \$1,000,000.00, with Host Liquor Liability coverage included in the event that alcohol is present.

Grant County Fairgrounds - N:\2022 Grant County Fairgrounds\Interim Events\Original Word Docs\Rental Agreement 2023.doc