

LYON COUNTY FAIRGROUNDS
USAGE POLICIES

Section 1 Use

Licensee's use of the facility is limited to the area(s) listed in the accompanying Use Agreement. Use or occupancy of any other area within the Fairgrounds is prohibited.

The Booking, Cleaning and Damage Deposit, payable in advance, as well as a signed Usage Policies Form are required to officially reserve the facility. The LICENSEE is responsible for obtaining all necessary permits and licenses and **MUST** present these **2 weeks prior** to the event with a signed Use Agreement and Use Fee. A preliminary event walk-through will happen the day of the event setup. Failure to do a preliminary event walk-through will be deemed a waiver of pre-inspection by LICENSEE.

All fire codes must be observed. Heating, lighting and cooking appliances which utilize Class 1 liquids (propane tanks) shall not be operated within the building or structure.

Fixtures which are considered temporary cannot be guaranteed, including but not limited to outdoor awning at Bowyer Community Building over patio.

SMOKING IS PROHIBITED IN THE FACILITY. NO FOG MACHINES.

OCCUPANCY OF LICENSOR INDOOR FACILITIES IS LIMITED TO:

	<u>Tables/Chairs</u>	<u>Chairs</u>	<u>Standing</u>
<u>Anderson</u>	787	1686	2360
<u>Bowyer</u>	285	586	820
<u>Grandstands</u>	1 person per 18" TBD	TBD	TBD

Section 2 Insurance

All Licensees will be required to supply proof of Liability Insurance at the time of booking, naming "**Board of County Commissioners of and Lyon County, KS**" (hereinafter called "LICENSOR") as additional insured. Minimum amount requirement is \$_____. Note: Homeowner Insurance may already provide said coverage. Youth groups may already be covered under that Organization's policy. Other options may be available through Lyon County Fairgrounds Office.

The LICENSEE shall be responsible for any damage and/or injury occurring to persons and/or property on the premises of the LICENSOR which is connected to LICENSEE'S use, and LICENSEE does hereby indemnify LICENSOR, its agents and assigns, against all liabilities, expenses and losses incurred by LICENSOR, including reasonable attorney fees, as a result of any accident, injury or damage which shall happen in or about the leased premises resulting from the use of LICENSEE.

Section 3 CMB (Cereal Malt Beverage)/Wine/Spirits Policy (See K.S.A. Chapter 41)

UNDERAGE DRINKING IS NOT ALLOWED!

Alcoholic liquors and CMBs are prohibited unless state law requirements are met per Resolution 18-12. CMBs are allowed to be sold by the drink with a valid Cereal Malt Beverage Permit obtainable from the Lyon County Clerk's Office. Sales of wine or spirits by the drink requires a valid Kansas liquor license obtainable through Alcohol Beverage Control. Note: K.S.A. 41-104(h) exempts charitable organizations and political committees for fundraising events.

Cereal Malt beverages and/or wine/spirits may, as permitted, be consumed inside the facility with **verification of a valid permit** presented in advance to event staff. Failure to obtain the required permit will result in alcohol not being allowed to be sold or served to guests.

For Cereal Malt Beverage Permits:

Spirits (hard alcohol) or wine is not permitted to be sold but may be served as permitted by Lyon County.

Beer kegs must be off the floor to protect flooring.

Section 4 Cleaning

At the closing of the event, the deposit may be used by LICENSOR to off-set cleaning costs or to compensate the LICENSOR for property loss or damage. LICENSEE expressly agrees to the following conditions:

- _____ Self-Cleaning (refer to "Self-Cleaning Checklist")
- _____ Clean-up Package (we will clean up after the event refer to "Clean-up Package Checklist")(Fairgrounds Manager must approved) **Not available for the Anderson Building.**

Failure to abide by these conditions may result in forfeiture of the deposit. In the event that cleaning or storing of the equipment is required by LICENSOR, the LICENSOR will be entitled to the costs of cleaning in the amount of \$50.00 per hour with a minimum of two (2) hours charged. These costs and any damages shall be deducted from the deposit, or billed, as the case may be, to LICENSEE at replacement cost value. The LICENSOR reserves the right to assess additional charges above the deposit if cleaning is required and/or damages are discovered.

Section 5 Security

Additional private security may be required at the event if CMB/wine/spirits is served, or if admission is charged or open to the public. Security is arranged through Lyon County Fairgrounds and is the financial responsibility of the LICENSEE. The LICENSOR will collect security fee payments as part of the use agreement fees. All event-related fees, including security, must be paid in full prior to the start of the rental. Unless arranged otherwise with the Fairgrounds Manager. Failure to pay the required fees may lead to the cancellation of the event. **(No money will be refunded).**

Would you like to provide a list of names, require tickets/invitations to be presented at the door? ___ Yes ___ No
If No, by signing this contract the LICENSEE shall be responsible for uninvited guests and all their actions.

Nothing in this agreement shall be construed to abrogate the duty of LICENSEE to pay all applicable federal, state and local taxes and LICENSEE expressly acknowledges that it is responsible for sales tax that may be imposed by the Kansas Department of Revenue, or other local, state or federal governmental agencies.

Section 6 FEES

Booking deposits are due upon reservation and Usage Fees are due 2 weeks prior to the event or the event will be cleared off the books.

PERSONAL CHECKS OR CASH ARE NOT ACCEPTED. CASHIER'S CHECKS, MONEY ORDERS, AND BUSINESS CHECKS SHOULD BE MADE PAYABLE TO THE LYON COUNTY TREASURER.

PLEASE REFER TO THE SCHEDULE OF FEES, YOUR QUOTE FOR PRICING OR APPENDIX A

Outdoor/Indoor Electrical Hookup*	\$15/per day 110V	\$30/per day 220V
*(Vendor/Exhibitor/Camper/Trailer)		

If event personnel are requested, there will be a charge of \$50/hour per person. This service must be scheduled 30 days prior to your event.

Additional Dumpster Service	\$30/per additional dumpster	\$30/per dumpster emptied
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Rates are subject to change and contracted rates are valid for 12 months after the signing of the contract. The deposit will be refunded to LICENSEE upon a satisfactory return of the premises to their pre-event condition following the post-event walk-through by facility staff.

In the event of cancellation, the booking, cleaning and damage deposit refund will be made according to the following schedule:

120 days or more prior notice	full deposit
60-119 days prior notice	one-half deposit refunded
0-59 days prior notice	No Refund

Hours of set-up and clean-up are allowed at no charge per 6 Hour event, as available. Additional storage/set up hours may be requested prior to or after your event, but not from midnight to 5:00 am, at for a per hour charge, provided that no other events are scheduled at the time of booking.

Setup _____ to _____ on _____
 Setup _____ to _____ on _____
 Tear Down _____ to _____ on _____
 Tear Down _____ to _____ on _____
 Time of Event _____ to _____ on _____ LICENSEE Initials _____

Events Lasting (more than 6 Hours) will be charged a surcharge. All Events **MUST** end at Midnight.

No unauthorized physical altercations of any sort are allowed on the premises. Failure to comply with this will result in a \$300 surcharge plus the cost of replacement for any damages.

No unauthorized physical changes of any sort are allowed to the premises. Failure to comply with this will result in a \$300 surcharge plus the cost of replacement for any damages.

Lyon County, Kansas, The Board of County Commissioners and the Lyon County Fairgrounds are represented by the Lyon County Fairgrounds Manager.

THE ABOVE AND FOREGOING USAGE POLICIES AND FEE SCHEDULE are attached to and made a part of the LYON COUNTY Licensing Agreement and constitutes the entire agreement by and between the LICENSOR, and the LICENSEE. LICENSEE expressly states that he has read and fully understands the contents of this document, and that he has read and received the above rules and regulations and herewith agrees to abide by all policies contained herein and that violation of the same is sufficient to give the LICENSOR the right to take legal action provided for by the Laws of the State of Kansas. Having full comprehension of the contents of this document, the LICENSEE acknowledges the specific terms and conditions of the above and foregoing USAGE POLICIES AND FEE SCHEDULE on _____.

Section 7 Authorized Representatives

 (Name – Please Print) (Name – Please Print) (Name – Please Print)

X _____ * _____ *
 LICENSEE (Address)

 _____ * _____ *
 (Name – Please Print) (Telephone)

 _____ † _____ *
 Driver’s License State/Number (Email)

***REQUIRED FOR ALL EVENTS**

† REQUIRED FOR ALL EVENTS AT WHICH ALCOHOL IS SERVED, DISPENSED OR SOLD

USE AGREEMENT

This Agreement is a revocable license between the LICENSEE, whose information is contained below and Lyon County, KS (hereinafter called "LICENSOR"). This agreement, and the accompanying USE POLICIES AND FEE SCHEDULE, incorporated herein by reference, shall govern the use of the Lyon County Fairgrounds.

Use Period

This agreement is effective from _____ until _____ upon payment in advance of the usage fee of \$_____ and the booking, cleaning and damage deposit of \$_____. LICENSEE agrees that in the event of default in the payment of any amount due, and if this account is placed in the hands of our agency or attorney for collection of legal action, to pay an additional charge equal to the cost of collection including agency and attorney fees and court costs incurred and permitted by laws governing these transactions.

Premises Use (see map of the Fairgrounds)

Bowyer Community Building Grandstands Lyon Square Anderson Building Other _____

Security required: No Yes _____ Number of attendees _____ Number of Security Officers Required \$_____ Security Costs

Total Cost of Event \$ _____

Note: *If CMB/alcohol is present additional security may be required. Also, if attendance numbers are high additional security may be required*

Rules and Regulations

LICENSEE, his guests, and other occupants/licensees shall comply with all written rules and regulations, including those Rules regarding Maintenance, Cleaning, and Vacating Procedures, which shall be considered part of this lease. LICENSOR reserves the right to modify any rules and/or regulations at any time during the period of this Agreement whether orally or in writing. LICENSEE agrees that LICENSEE's conduct, his guests, and other occupants shall never be disorderly, boisterous, or unlawful; and shall not disturb the rights, comforts, or conveniences of other persons in the premises. LICENSEE agrees that the event shall take place in the premises described above (See Premise Use); use of other areas or facilities is strictly prohibited. Sidewalks, steps, entrance halls, walkways, emergency exits and stairs shall not be obstructed or used for any other purpose than egress or ingress. LICENSOR may regulate the time, manner, and place of parking. LICENSOR may regulate, limit or prohibit from the premises the following: four-wheelers, bicycles, tricycles, skateboards, scooters, and/or guest (s) who have been in LICENSOR's reasonable judgment, disturbing the peace or violating these rules and regulations. All written rules may be enforced through LICENSOR's representatives or agents, and LICENSEE hereby agrees to hold same harmless for reasonable enforcement.

Limitations on Liability to Licensor

LICENSOR Will Not Be Liable for damages or losses to person or property caused by LICENSEE, his guests, third parties or through theft, burglary, assault, vandalism or other crimes. LICENSOR shall not be liable for personal injury or for damage to or loss of LICENSEE's personal property from theft, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosion, interruption of utilities, acts of war, rebellion, insurrection, or Acts of God unless same is due to the negligence of LICENSOR. LICENSOR shall have no duty to furnish alarms of any kind, security guards, or additional locks or latches.

General Provisions

- a) The laws of the State of Kansas shall govern the construction and interpretation of the agreement, or any document modifying the agreement.
- b) The parties expressly agree that any litigation in order to enforce, clarify, or otherwise interpret the contents of the agreement shall occur only in Lyon County, Kansas.
- c) If any portion of the agreement is held to be invalid under, or violative of, applicable law, such portion shall be nullified and stricken and all other portions shall not be affected but shall be given full force and effect.
- d) There are no oral agreements between the parties. This agreement represents the complete agreement between the parties and may only be modified in writing signed by the parties.
- e) Notice under this agreement, except regarding physical conditions, or security concerns within 48 hours of, or during, the event, shall be provided in writing to the representatives of the parties as set forth in the this agreement or such other persons as may be subsequently designated.
- f) This agreement is executed in multiple copies, one for LICENSEE and one or more for LICENSOR. When a pre-event walk-through Inventory and Condition form is completed after LICENSEE commences use, both LICENSEE and LICENSOR should retain a copy. LICENSOR shall complete a post-event walk-through Inventory and Condition form and shall provide same to LICENSEE either in person or via postage pre-paid, first class U.S. Mail.
- g) RETURNED PAYMENT- checks made payable to LICENSOR, which are returned for any reason will be charged a \$30.00 Returned Check Fee in accordance with the provisions set forth in K.S.A. § 60-2610 *et. seq.*

IN WITNESS WHEREOF, the parties expressly state that each has read and fully understand the contents of this document, that each has read and received the accompanying USE POLICIES AND FEE SCHEDULE and herewith agree to abide by all policies contained herein, and having full comprehension of the contents of this document, the parties hereto have executed this Agreement effective on _____.

Name _____ BUSINESS NAME (if any) _____

Address _____ Email _____

Phone _____ DL# _____

BY SIGNING THIS AGREEMENT, LICENSEE EXPRESSLY ACKNOWLEDGES AUTHORITY TO ENTER INTO THIS AGREEMENT, AND THAT LICENSEE HAS READ AND IS IN AGREEMENT WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

LICENSEE'S SIGNATURE

Date

LICENSOR Representative

Date