

CLAY COUNTY EVENT CENTER BUILDING USE AGREEMENT

Below is the use agreement for any of the property on the Clay County Events Center. You must read and sign this agreement before using the Clay County Event Center.

USAGE POLICIES AND PROCEDURES

Thank you for considering our facility for your function. The Clay County Events Center shall be available for private functions in accordance with the following terms and conditions:

1. RESERVATIONS

- a. All Reservations must be made by completing this form and submitting to:
Clay County Fair Board
c/o Mike Argo
322 Grant Ave., Clay Center, Kansas 67432
- b. All applicable fees are set forth in Exhibit "A", attached, and are hereby incorporated by reference.
- c. Reservations will be taken on a first-come, first-serve basis in accordance with the guidelines established by the Clay County Fair Board. It is the policy of the fair board to make the fairground's facilities available for use, under the terms and conditions set forth herein, to as broad spectrum of groups and individuals as is feasible. The fair board reserves the right to adopt rules and fee schedules that promote this policy and to make changes to the rules and fee schedules as the fair board sees fit.
- d. The deposit fee, as set forth in this document, must be paid in full at the time of making the reservation. All other usage fees are due at the time you pick up the keys from the building manager. Please note that you may be charged for all the time you utilize the facility, including time required for setup and cleanup.
- e. You will be required to make **two checks** as stated below:
 - i. One for the damage/cleaning deposit and the other for building/facility use. The damage/cleaning deposit check will be deposited at time of receipt.
 - ii. Your damage/cleaning deposit will be refunded to you, or a portion thereof, upon proper and satisfactory checkout of the facilities with the building manager. He/she will walk through the used area(s) and review the area with you so that there are no discrepancies. If the user fails to complete the checkout process with the building manager, user agrees to forfeit user's damage deposit.
- f. User understands there could be other events occurring on the same day as user's

event in other areas of the fairgrounds. User may contact the building manager to inquire about other scheduled activities.

- g. The race schedule is managed by the Clay County Fair Board.

2. TIME FRAME:

- a. For auctions, and/or other sales, weddings, rehearsals, receptions, meetings, benefits, dinners, etc.
 - i. The rental period begins at 12:00 p.m. on the Friday prior to an event and ends at 1:00 p.m. on the following Sunday.
 - ii. The user is allowed up to one day immediately following the scheduled event for take down and cleanup if the following day does not coincide with another scheduled event.
 - iii. These additional time periods are at the rate of \$150/hour. Any request for additional time periods must be communicated to the building manager at the time of submitting a reservation.
 - iv. At final inspection, you will be required to pay the balance due on any additional time periods as stated herein.

3. COMPLIANCE WITH APPLICABLE LAWS:

- a. The user is required to make themselves reasonably available to fair board personnel during the entire course of the usage period.
- b. Persons using the facilities shall comply with all federal, state and local laws.
- c. Furthermore, the user assumes full responsibility and liability for the acts and omissions of his invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees.

4. ALCOHOLIC BEVERAGES:

- a. Consumption or distribution, of any alcoholic beverage at the fairgrounds is expressly prohibited unless authorized by the building manager prior to the event being conducted. A minimum of \$500,000 liability insurance coverage for the use of alcohol at an event is required as a condition of serving alcohol during an event. An insurance certificate must be provided to the building manager listing Clay County Fairboard and Clay County Commissioners are additionally insured a minimum of 1 week before the event. A list of insurance companies can be provided upon request.
- b. Alcoholic beverages may not be sold. Users may purchase alcoholic liquor or cereal malt beverages and give it away.

- c. Alcoholic beverages are only permitted inside the events center. No alcohol from inside the events center building is permitted outside of the building or in any other locations on the fairgrounds.
- d. During the course of the event where alcohol is served, the fair board reserves the right of entry and inspection by the building manager or law enforcement to ensure compliance with all applicable laws and regulations.
- e. Furthermore, the building manager reserves the right to limit the number of invitees, or to close down the event early if the board determines it to be in the best interest of public safety and necessity.
- f. In the event that your function is closed down, there will be no refund of monies to you for the unused time on your reservation. The user is solely responsible for complying with all laws pertaining to the safe, consumption and/or distribution of alcohol at their event.

5. USAGE FEES:

- a. The events center is available seven (7) days per week. The facility may be reserved in advance with the payment of the appropriate deposit and fee(s) as shown in the attached schedule.
- b. The events center will be unavailable the 2weeks prior, during, and 2 weeks after the Clay County Fair.
- c. Please note that usage hours also apply to the setup and cleanup of the user's event. Be advised that a \$25.00 administrative fee may be charged to facilitate any changes made within seven (7) days of scheduled use. This does not include fees associated with additional hours.

6. CLEAN-UP:

- a. It is the users' responsibility to clean up the events center during the time frame of the scheduled event.
- b. The responsibility includes but not limited to the following:
 - i. Cleaning and neatly returning tables and chairs to their original location
 - ii. Sweeping floors
 - iii. Mopping floors as needed
 - iv. Removing decorations and signage (including staples and/or tape)
 - v. Removing all trash in receptacles and putting in the dumpster outside

 - vi. Cleaning the kitchen
 - vii. Picking up trash/bottles left by attendees in the parking area and putting in

the dumpster

c. USER AGREES AND UNDERSTANDS USER WILL BE RESPONSIBLE FOR PAYMENT OF ANY DAMAGE OR CLEANUP COSTS IN EXCESS OF THE DEPOSIT FEE.

7. COUNTY FUNCTIONS

- a. Programs conducted by the fair board will be given priority over any reservation requests. **The Clay County Fair Board and Board of County Commissioners of Clay County, Kansas reserve the right to cancel any reservation or active event in the case of natural disaster or other emergency situation requiring use of the facility.**

8. YOUTH GROUP RESTRICTIONS

- a. Groups that are composed of youth seventeen (17) years of age and younger, must have one (1) adult chaperone present, at all times for each fifteen (15) youth in attendance. Failure to comply could result in closing the event and fee forfeiture.
- b. Youth groups will be subject to the same cleanup requirements as stated in Section 6, herein.

9. DECORATIONS

- a. All decorations requiring attachment to the physical structure (walls, ceilings, floors, etc.) at the events center must be pre-approved by the building manager.
- b. No dance waxes or similar items may be used. Please be advised that if any such materials are used, you will forfeit your usage fee and deposit, regardless of whether you took appropriate measures to clean up the materials.

10. TABLE COVERINGS

- a. Table coverings must be used on any table where food, beverage, paints, or other liquids will be consumed or placed.
- b. Plastic, paper, or cloth varieties are allowed. Table coverings must not be stapled or glued to tables. Coverings shall be removed upon the end of the user's event and tables & chairs cleaned.

11. STAGE

- a. The Fair Board will arrange to assemble and disassemble the stage upon request.

12. INDEMNIFICATION

- a. THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS CLAY**

COUNTY FAIR BOARD, ITS OFFICERS, AGENTS AND EMPLOYEES, AND CLAY COUNTY, KANSAS, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL ACTIONS, CLAIMS, COSTS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF THE USE OF THE FAIRGROUNDS BY THE USER, USER'S INVITEES, LICENSEES, RELATIVES, FRIENDS, AND THEIR RESPECTIVE INVITEES OR LICENSEES ASSOCIATED WITH THE USE OF THE FAIRGROUND FACILITIES.

13. PERSONAL LOSSES AND DAMAGES

- a. The Clay County Fair Board and Clay County Board of County Commissioners is not responsible for lost, damaged, misplaced property placed at or in its facility or grounds.
- b. Furthermore, the user agrees that the Clay County Fair Board and Clay County Board of County Commissioners is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the fairground's facilities and/or its grounds.

14. FACILITY ACCESS

- a. The user is responsible for retrieving the key, which will be available at the Extension Office during normal business hours. User is responsible for locking and securing the building when not in use. The key must be returned at the time of final walkthrough.
- b. In the event of an emergency, please contact the Sheriff's Department Dispatcher at (785) 632-5601 or dial 911 for assistance.

15. PARKING

- a. Please inform your guests that there is ample parking available on the fairgrounds.
- b. Please observe the handicapped parking notices if applicable in the used area.

16. OPEN FLAMES

- a. No open flames, flame producing devices or any flammable and/or combustible materials are allowed inside the facilities without approval of the building manager.
- b. This includes but is not limited to following: candles, torches, incense burners, charcoal grills, etc.
- c. Please be advised that if this rule is violated, you will forfeit your deposit, regardless of whether you took measures to rectify the infraction and clean up any resulting

mess.

17. THERMOSTAT CONTROLS

- a. User will be given access to thermostat controls. User may make adjustments; however, thermostat boxes must remain locked at all times.
- b. The thermostats are very sensitive and expensive instruments. Guests shall not attempt to make thermostat adjustments. User will be financially liable for any damage caused and/or excessive energy used if guests tamper with the thermostats.

18. CANCELATIONS

- a. All cancellations must be requested by the user in writing to the building manager.
- b. If applicable, all cancellation fees will be deducted from the deposit fees paid at the time the reservation was made, prior to the refund being processed. The following refund schedule is strictly adhered to;
 - i. 30 days or more notice of cancellation: full refund
 - ii. 20 -29 days: 50% refund
 - iii. 0 -19 days: 0% refund
- c. The fair board reserves the right to override this refund schedule if special circumstances determined by the board members are met.

19. TABLES AND CHAIRS

- a. The use of tables and chairs are provided at no charge, for which the user is responsible for set up, take down, and cleaning thereof.

20. EVENT COMPLETION

- a. Upon the conclusion of your facility usage, the user shall contact the building manager to schedule the post usage inspection.
- b. The building manager and user will inspect the condition of the premises used and verify that you have fulfilled your responsibilities and that your deposit or a portion thereof, will be refunded.
- c. Your refund (full or partial) will be remitted upon completion of the final inspection.

21. FIRE MARTIAL REQUIREMENTS

- a. The State Fire Marshall prohibits blocking the following:
 - i. Electrical Panels
 - ii. Exits
 - iii. Restrooms
- b. Blocking any of the above will result in a fire code violation and will be subject to a

fine.

22. SMOKING POLICY

- a. No smoking is allowed inside any of the fairground's buildings

23. CONTACT INFORMATION

- a. The building manager's name and contact information are as follows:

Mike Argo
(785) 447-1725
Argomike5@gmail.com

BINDING AGREEMENT: User and Fair Board agree to be bound by the terms and conditions as set forth herein.

Executed this ____ day of _____, 20__.

Clay County Fair Board:

User:

Building Manager Date

Date

Printed Name

Exhibit A - Fee Schedule

Building Use Time Period	Fee
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1 hour	\$150.00
4 hour	\$300.00
12 hour	\$600.00
Weekend (Friday @ 12:00 pm – Sunday @ 1:00 pm)	\$2,000.00
Additional Clean-Up Time	\$150/hour

Deposit Purpose	Amount
Cleaning	\$250.00
Damage	\$250.00
*These may be refunded fully or partially after final inspection; See Section 6 of agreement	

Camper/RV Hookup Rates	Fee per day
Electric	\$20.00
Electric	\$25.00
Full Hookup	\$35.00