

**SPECIAL EVENT USE AGREEMENT
PACIFIC COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between Pacific County, hereinafter referred to as the "COUNTY", and 4-H/Val Rowe, Extension Volunteer hereinafter referred to as "PERMITTEE".

The COUNTY, in consideration of the sum of \$0.00 and the other considerations hereinafter set forth, leases to the PERMITTEE the following space, to-wit:

County Facility: Barn, horse arena, fireman's building and restrooms on county fairgrounds

Event Date(s): June 20, 2012 through July 1, 2012

THE COUNTY AGREES TO:

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

THE PERMITTEE AGREES TO:

1. Pay the total use fee upon approval of the Agreement.
No charge for use of county facilities as noted above; revenue generated from rental of RV spaces and/or horse stalls will be retained by the County Fair.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington that lists the COUNTY as additionally insured and must note the PERMITTEE's insurance as primary to the COUNTY's insurance. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.
7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol **will not** be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.

9. **INDEMNIFICATION/HOLD HARMLESS:** The PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

Vae Rowe

Signature

Extension Volunteer

Title

Date 1/24/12

PACIFIC COUNTY

Board of County Commissioners

Lisa Ayers, Chair

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Date

David Burke, Prosecuting Attorney