

TITLE 10

SPECIAL ORDINANCES, REGULATIONS, RULES, POLICIES, AND BARGAINING AGREEMENTS

SUBTITLE 3 — POLICIES

POLICY 28

MANAGEMENT & OPERATION OF LINN COUNTY FAIR & EXPO CENTER

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I. GENERAL PROVISIONS

28.010 Definitions

As used in this policy, the following definitions apply:

(A) “**Agency**” means those elected offices and department heads set forth in LCC 630.020 under the definitions of “elected official” and “department head.”

(B) “**Agreement and Permit**” means an agreement between a Customer and LCFEC for the rental of facilities, equipment, and/or management services conducted and managed by the LCFEC staff pursuant to a separate Management contract.

(C) “**Board**” means the Linn County Board of Commissioners.

(D) “**Contract**” means to the Agreement and Permit or the Management Contract as the context in each case requires.

(E) “**Customer**” means a person who is a party to an Agreement and Permit executed with the LCFEC.

(F) “**Department head**” has the meaning given the term in LCC 630.020.

(G) “**Facilities**” means those portions of the following areas that are available for rental to the Customer and which are located on LCFEC property:

(1) Santiam, Calapooia, Cascade, and Willamette buildings;

(2) parking lots;

(3) RV area; and

(4) outside grounds encompassing certain sidewalks and grass-covered areas as defined by the Manager.

(5) “**Fee schedule**” means the rates and fees annually established by order of the Board, usually at or near the end of each fiscal year, and which may be amended by order of the Board from time to time during the fiscal year.

(H) “**LCFEC**” means the Linn County Fair and Expo Center.

(I) “**Manager**” means the Linn County Fair and Expo Center Manager.

(J) “**Elected office**” has the meaning given the term in LCC 630.020.

(K) “**Employee**” means an employee of Linn County.

(L) “**LCC**” means the Linn County Code.

(M) “**LCP**” means the Linn County Policies.

(N) “**Performance**” means the principal subject of the Agreement and Permit, or principal purpose for which the Agreement and Permit was negotiated. The term includes such things as concerts, or other forms of entertainment, work shops, trade shows, fairs, expositions, carnivals, circuses, and festivals.

(O) “**Person**” means any individual or group of individuals, corporation, partnership, or organization. The singular form includes the plural.

(P) “**Self-promoted event**” means an event conducted and produced by the LCFEC; such events may include such events as trade shows, concerts or other forms of entertainment, workshops, or festivals.

(Q) “**Setup**” is defined as an action of the Customer during a specified rental period defined by the Agreement and Permit when any LCFEC facilities and/or equipment may be prepared for a contracted event not defined as a “**performance**.”

(R) “**Management contract**” means a contract between the Customer and the LCFEC whereby the LCFEC manages an event pursuant to the contract. The contract may include such services as: clerical and staff support, reservations and registration processing, advertising and promotions, equipment acquisition, food and beverage services, entertainment services.

(S) “**Tear-down**” is defined as an action of the Customer during a specified rental period defined by the Agreement and Permit when any LCFEC facilities and/or equipment may be removed from use for a contracted event not defined as a “**performance**.”

[Adopted nn-nnn eff 9/28/99]

28.030 Facilities; availability factors

LCFEC offers the use of facilities, buildings, services and/or equipment to interested persons based on the following factors:

(A) Reoccurring annual events, for which, if contracted, the Customer shall have first right of refusal, limited to availability of the facilities which meet the needs of the Customer.

(B) Ability to generate revenues for LCFEC

(C) Agreement, and ability, to fulfill the requirements established by LCFEC.

[Adopted nn-ann eff 9/28/99]

28.040 Denial of use factors

LCFEC may deny use of facilities, buildings, services and /or equipment based on the following factors:

(A) Nature of the event is not compatible with facilities available,

(B) Party has been unable to demonstrate adequate financial capability to pay, or has a history of failure to pay required fees and charges

(C) Party has demonstrated inability to adhere to rules stipulated in permit

(D) A particular use may have a negative impact on another concurrent use or on LCFEC.

(E) References are not supportive of prior actions at other facilities

(F) Another use presents higher, better use.

[Adopted nn-ann eff 9/28/99]

28.050 Non-availability of facilities during the Fair

During the annual Linn County Fair, the facilities are not available for use to customers other than the Linn County Fair Board.

[Adopted nn-ann eff 9/28/99]

28.060 Fee Schedule; Manager authority

(A) The rates and fees published in the Fee Schedule cover most ordinary situations involving use of buildings, facilities, services, and/or equipment. The Fee Schedule is reviewed for changes at least annually.

(B) Fees and rates will be established based on the following factors:

(1) Comparison with similar facilities, events, and/or rental ;

(2) Operational costs for utilities, labor, and facilities and grounds upkeep;

(3) Costs for equipment; and

(4) Potential event gross revenue (pertains to events that are primarily for concerts and/or concert/dances.)

(C) The Manager will endeavor to mail notices of changes to the Fee Schedule to all interested persons and to all previous Customers.

(D) Except as otherwise provided in this section, the Manager will charge the Customer fees and rates established in the Fee Schedule.

(E) The Manager shall have the following authorities:

(1) to establish rates and fees, at any time, for buildings, facilities, services, activities and /or equipment that are not specifically listed in the Fee Schedule

(2) to waive or to reduce in whole or in part, the rates and fees established on the Fee Schedule when it is determined that:

(a) Marketing opportunities exist to encourage use and increase revenues,

(b) Time frame for use varies from that specified on the Schedule of rates and fees

(c) A rate change or reduction as an introductory offer would attract business and create an ongoing event.

[Adopted nn-ann eff 9/28/99]

II. AGREEMENT AND PERMIT

28.100 Agreement and Permit for facilities or services

(A) Persons interested executing an Agreement and Permit may contact the LCFEC administrative office at 3700 Knox Butte Road, Albany, OR 97321.

(B) LCFEC will provide information about facilities, services, dates, available rental rates, and terms and conditions of use by telephone and/or in person or writing.

(C) Accessory equipment owned and maintained by LCFEC may also be rented as a part of the Agreement and Permit.

(D) If an Agreement and Permit is executed, LCFEC will issue a permit which is signed and returned by the party.

(E) The permit stipulates the facilities being used, the type of use, the date of the use, the cost for the use, and the services being supplied, if any, and the amount of non-refundable deposit.

(F) The Agreement and Permit may include an attachment which stipulates the policies and required procedures for use of a facility.

(G) The rental of any area of LCFEC is considered to be basic facility usage only. This includes general floor space, normal utilities and available rest rooms. It does not include adjoining outdoor patio or walkway areas, storage facilities, labor, equipment, materials or extraordinary utilities.

(H) Terms and conditions for rental are outlined in the Agreement and Permit. LCFEC reserves the sole right to amend or modify rules, regulations, terms and conditions as it deems appropriate.

(I) An Agreement and Permit issued under this Policy shall be subject to rules and policies adopted by the Board that are in effect on the date this Agreement and Permit is signed. In addition to any terms and conditions that may be agreed to by the parties or that may be otherwise imposed on an Agreement and Permit, the general terms and conditions set forth in this Policy shall be imposed on each Agreement and Permit.

[Adopted nn-ann eff 9/28/99]

28.105 Tentative bookings

(A) Rental requests will be taken at the LCFEC office and held tentatively for two (2) weeks. Following this period, the date will be released unless an Agreement and Permit has been issued.

(B) Once an Agreement and Permit has been issued, the Customer has two (2) weeks to return it along with the designated deposit payment.

(C) It is the Customer's sole responsibility to ensure that the Agreement and Permit and deposit are returned in a timely manner. Failure to do so may result in the date being released.

[Adopted nn-ann eff 9/28/99]

28.107 Change orders

(A) After an Agreement and Permit has been executed, a Customer may negotiate a change order.

(B) Any changes to the initial meeting room set-up will be subject to an hourly charge at the prevailing rate.

(C) After the Event has been performed, the Customer shall pay to LCFEC any unpaid balance.

[Adopted nn-ann eff 9/28/99]

28.110 RV parking with hookups

(A) LCFEC has for rental by Customers 37 spaces with water and electricity hook-up.

(1) These spaces are available for rental on a daily basis.

(2) The spaces are reserved on a first come, first served basis.

(3) Any Customer has an option to guarantee use of all 37 spaces in order to control the entire area.

(4) This must be done in advance as part of the Agreement and Permit.

(B) Customers are required to pay in advance to LCFEC.

(C) Reservations are taken at the LCFEC office for each event. LCFEC will place reservation cards at the site or issue to the reservation holder.

(D) LCFEC will issue window permits on arrival or for prepaid reservations. Vehicles and trailers not properly parked are subject to removal by towing.

(E) LCFEC has the right to refuse reservations or limit access as deemed necessary.

[Adopted nn-ann eff 9/28/99]

28.112 Ticketed events

(A) Should the contracted event require the selling of tickets to gain admission a percent of sales will be paid to LCFEC by the Customer as designated on the Agreement and Permit. Use of the ticket window or for LCFEC staff to dispense tickets will result in a fee over the percent of sales.

(B) *Admission, Security and First Aid:* Customer shall be responsible for complete admission, security and first aid services for all areas

licensed, including exhibit areas, meeting rooms, loading dock areas, emergency exits and any storage areas from the time of initial occupancy until the completion of move-out. Such services, may at its option be provided by LCFEC and will be at the expense of the Customer. All admission, security and first aid service arrangements are subject to approval by the Manager or designee.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.114 Food and non-alcoholic beverage concessions

(A) LCFEC retains all concession rights for the sale of food and beverages on and about the facilities and premises.

(B) It further reserves the right to assign concession and catering privileges and to establish and collect charges payable in consideration of the assignment of concession and catering privileges.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.116 Food and non-alcoholic beverage contracts

(A) LCFEC retains all catering rights for all services provided to Customers of the LCFEC. It further reserves the right to assign catering privileges and to establish and to collect charges payable in consideration of the assignment of catering privileges.

(B) LCFEC maintains a list of approved caterers. Only caterers on the list with whom the Customer has contracted may provide catering services at LCFEC.

(C) The caterer will be responsible to negotiate catering service contracts with Customers. The caterer will also provide and negotiate services to the LCFEC.

(D) Approved caterers will have access to the LCFEC kitchen, as assigned and managed by the LCFEC manager or designated personnel.

(E) The caterers will be responsible to negotiate special conditions with Customers.

(F) If an Agreement and Permit is executed and the proceeds will benefit a local not-for-profit agency, or a contract involves food service which is a critical element to the success or identity of the event, the Caterer may allow volunteers to

prepare and serve food in the kitchen for which the Caterer must at all time supervise.

(G) The Caterer may not under any circumstances rent or assign use of the kitchen area.

(H) Caterers are able to provide sales of alcoholic beverages subject to its contract with LCFEC.

(I) *County use of LCFEC facilities.*

(1) Certain events that are sponsored by LCFEC or an agency may be exempt from portions of the food service requirements of this section.

(2) An agency or a program affiliated with an agency is allowed to host a potluck or serve meals prepared and donated by commercial meal providers subject to their compliance with state laws.

(3) An agency may use a food provider other than one on the approved list of Caterers so long as:

(a) the food provider is a commercial meal provider in compliance with state health laws governing the provision of that food;

(b) the food provider does not have access to the kitchen; and

(c) the food provider pay for or sponsor the event or donate the food.

(J) *Management contracts for sales of food and beverage services*

(1) As a matter of procedure, LCFEC staff will present the use of the facility and food and beverage services as a package supplied by LCFEC. The customer will be informed about the in-house catering and concession services.

(2) Staff will complete a food service request form and issue to the appropriate contractor. The request form will become part of the customer file and reservation request.

(3) Staff will follow up with the food service provider as part of the work order process.

(4) For complete procedure detail refer to the food and beverage request form, and attached memos.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.118 Alcoholic beverage contracts

(A) When a customer desires to have alcoholic beverages available at their event they will utilize the contracted alcohol service through LCFEC.

(B) Patrons are prohibited from bringing bottles, cans and alcoholic beverages onto the premises.

(C) It will be determined by the alcohol service contractor whether security or additional staff will be required for the event, and the customer will be responsible to contract such security with the alcohol service provider.

[Adopted nn-ann eff 9/28/99]

28.120 First-come/first served basis

(A) Reservations for facility usage are accepted on a first come/first served basis.

(B) Customers in good standing, shall have first option for use of facilities on corresponding days from year to year.

(C) LCFEC reserves the right to bump any Customer, as the term ‘bump’ is used in LP 28.140.

[Adopted nn-ann eff 9/28/99]

28.125 Event-spacing policy

(A) LCFEC does not have a specific event-spacing policy (sometimes referred to as a non-duplication or date-protection policy). While recognizing the potential value in separating “like events,” and the need for timely, sound fiscal decisions, the Manger is charged with the following responsibilities:

(1) to determine acceptable event-spacing as deemed appropriate for the welfare of LCFEC for any events contracting with LCFEC; and

(2) to negotiate with event promoters and sponsors of the purchase of specific event-spacing on an event-by-event basis.

(B) It is to be noted in every case that final scheduling rights rest with Manager and that approval of an event-spacing agreement may be subject to the fee schedule set by the Board and first paid by the event sponsor.

[Adopted nn-ann eff 9/28/99]

28.130 Annual advance reservations

(A) An event sponsor must provide within 10 days following the end of an event written notice to the Manager of sponsor’s intent to conduct the same event one year later in order to reserve such time annually.

(B) If the sponsor does not comply with this notice requirement, the Manager may schedule that time as deemed in the best interest of LCFEC. The final dates are set by the Manager and will include consideration of the needs of the sponsor.

[Adopted nn-ann eff 9/28/99; amd 2001-539 §§1 and 2 eff 9/5/01]

28.135 Highest and best use

(A) LCFEC reserves the right to deny, re-schedule or to cancel any previously scheduled event that causes the facility not to operate at highest and best use.

(B) Attempts to reschedule the Customer’s use shall take place at least 4 months prior to schedule.

[Adopted nn-ann eff 9/28/99]

28.140 Bumping rule

(A) For purposes of this section, ‘bump, or ‘bumping’ means or describes the unlimited right of the Manager to cancel or reschedule, on terms mutually agreed to by the Customer and the Manager, any reservation for the reasons described in subsection B of this section.

(B) A reservation is subject to bumping based on the following:

(1) Previously scheduled event’s use of portion of the facility restricts like uses of other areas of the facility.

(2) Previously scheduled event’s use of the facility blocks access to other areas of the facility.

(3) Previously scheduled event’s gate proceeds are deemed to be substantially less than the potential new use.

(4) Previously scheduled event’s Customer’s event fails to provide substantial evidence of physical and financial growth, and the new use promises future and increased revenues.

(5) Previously scheduled event's use of the facility requires greater cost on behalf of LCFEC than proposed new use.

(6) A proposed new use presents greater opportunity for revenue and long term benefits than does previously scheduled event.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.150 Conditions for occupation and use

(A) Any and all use of the premises and/or equipment will be allowed only after a fully executed Agreement and Permit is on file in the LCFEC office.

(B) Facility base rental is due upon arrival with accessory charges due upon receipt of invoice from LCFEC.

(C) Deposits are due and payable upon receipt of contract or a minimum of 90 days prior to reservation date.

(D) A Customer uses the facilities and premises of the LCFEC at the Customer's own risk.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.155 Dangerous or controversial events

LCFEC reserves as its sole right the option to refuse and/or cancel dates for an event that has potential to endanger spectators, participants or LCFEC facilities/property.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.160 Cancellations

(A) In the event of a canceled date, the LCFEC may, at its sole discretion, keep all or part of any payments.

(B) Upon cancellation the event relinquishes its first right of refusal for future dates, unless the contract is honored and paid in full — whether or not an actual physical event occurs.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.165 Certificate of insurance

(A) No person may use any portion of LCFEC without first submitting to Manager a valid certificate of insurance in the amount, and coverage for, as specified in the Agreement and Permit.

(B) The Certificate shall stipulate that coverage is in full force and effect during all setup,

performance, tear-down or any other times of usage of facilities. Please see "*Insurance*" sheet.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.170 Fire marshal, other licenses, permits

(A) All fire regulations prescribed by the City of Albany Fire Marshall shall be strictly observed.

(B) No event shall take place on the premises unless all Fire and Life Safety rules are addressed.

(C) It is the sole responsibility of the Customer to apply for and make available any and all necessary permits, licenses or additional agreements required to operate on the premises. They include, but are not limited to, health permits, work permits, business licenses and workers compensation.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.180 Parking

(A) LCFEC reserves the right to establish and collect fees for parking during any event held on the premises.

(B) When traffic control or parking assistance is in the safety interests of the general public, LCFEC will provide such assistance and bill the Customers for services rendered.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.190 Accessory equipment

(A) LCFEC will provide accessory equipment such as tables, chairs, benches, risers, etc., if available at the rates established at time of the booking the event.

(B) Customer will reserve equipment at least 10 days prior to move-in of such accessory equipment.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.195 Reader board; advertising

LCFEC will provide the use of the reader board at a rate of \$25.00 per scheduled run. Typically messages will run for five (5) days, but may appear at a minimum of 24 hours prior to the event.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.197 Floor plans

(A) Customer is required to submit floor plans, equipment orders, electrical orders, and any other instructions to LCFEC in writing no later than ten (10) working days prior to event move-in (or as specified by Agreement and Permit).

(B) Any changes to the instructions must be provided in writing no later than five (5) days prior to event move-in. Failure to do so may result in added fees or costs applied at the market rate, or additional labor expenses.

(C) Customer will be billed for any additional occurrence.

[Adopted nn-ann eff 9/28/99]

28.198 Protesting activity

Reasonable protesting activity is permitted subject to control by the Manager of such protesting activity with respect to time, place, and manner. Violators of the time, place, and manner conditions will be subject to trespassing charges.

[Adopted nn-ann eff 9/28/99]

28.199 Solicitations; signature collections

(A) No collections or donations, for any purpose, shall be made, attempted or announced on the premises without the written approval from the Manager.

(B) Commercial solicitation of businesses or the general public participating in any event requires the written approval of the Manager.

(C) If a commercial solicitor(s) is suspected of violating this policy the Customer will ask the commercial solicitor(s) to cease their activity or to leave the premises. If the activity continues the Customer may notify the Manager, and the Manager will ask the solicitor(s) to stop or to leave the facility. If they refuse the Manager will advise the Customer of their rights to remove the solicitor(s) and press trespassing charges.

(D) Solicitation of signatures for initiative petitions is permitted with written approval of the Manager. The Manager may control such activities with respect to time, place and manner of the activity. Either a temporary use form or an Agreement and Permit will be signed by authorized permittee. Arrangements for such purpose are to be

made during normal business hours. Violators of time, place and manner instructions will be subject to trespassing charges.

(E) The sale of goods and services is prohibited anywhere on LCFEC Property without express written permission from the Manager. If a seller is suspected of selling goods and / or services in violation of this policy the Customer will ask them to cease their activity or to leave the premises. If the activity continues the Customer may notify the Manager, and the Manager will ask the seller (s) to stop or to leave the facility. If they refuse, the Manager will advise the Customer of their rights to remove the seller(s) and press trespassing charges. If products are placed on LCFEC grounds, the Manager may have the products removed.

[Adopted nn-ann eff 9/28/99]

III. OPERATIONAL PROVISIONS; TERMS AND CONDITIONS

28.300 Hours of operation

(A) The charge for all facility usage shall apply to the periods of occupancy of the facilities between the hours of 8:00 a.m. and 12:00 midnight.

(B) No event shall be permitted to continue after midnight unless prior written approval has been granted by the Manager.

(C) Applicable overtime costs will be charged unless all premises are vacated and secured by the time specified in the Agreement and Permit.

(D) Music and amplified sound may be prohibited after 10:00 p.m. in any outdoor area.

[Adopted nn-ann eff 9/28/99]

28.302 Right of entry

(A) In permitting use of the facility LCFEC does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of such area.

(B) Duly authorized representative of LCFEC, Linn County Administration or City of Albany may enter the areas to be used and any

other areas of LCFEC at any time and on any occasion without any restrictions.

(C) All facilities at all times remain under the control of the Manager.

(D) In renting space to Customer, LCFEC does not relinquish its rights to control, manage or enforce all the rules, policies and conditions for the operation of the LCFEC. LCFEC may enter the facilities under any Agreement and Permit at any time.

(E) LCFEC reserves the right to eject from or refuse entry to the facilities any objectionable person or persons, and upon the exercise of this authority Customer waives any rights and claims against the LCFEC.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.304 Restricted areas or access

At certain times LCFEC may opt to restrict access to certain areas. There will be a charge to event if this restriction is ignored. The Customer should check with the Manager to have questions resolved.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.306 Access; keys

(A) The execution of an Agreement and Permit authorizes the Customer, during the term of the agreement, to access the facilities covered by agreement.

(B) Notwithstanding subsection (A) of this section, all vehicular access on LCFEC property is established by Manager and subject at all times to the Manager.

(C) The Customer must apply for access to necessary facilities with the Manager.

(D) The Manager may issue keys only in extraordinary circumstances. A deposit of \$50 will be required for each key furnished to Customer. The deposit will be refunded if the key is returned within 48 hours of the completion of the event.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.308 Ingress and egress for setup and tear-down

The Customer may enter the LCFEC between 8:00 a.m. and 12:00 midnight for the purposes of

setup or tear-down, unless otherwise authorized in writing by the Manager.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.310 Security

(A) LCFEC reserves the right for all events, to determine security requirements and assign personnel accordingly. These personnel may be LCFEC Security by contract, ushers and hosts, Linn County Sheriff's Posse or other volunteer organizations or combinations of any of the above.

(B) LCFEC may contract with a security services provider which may assign duties if approved through the the Manager.

[Adopted nn-~~nnn~~ eff 9/28/99; amd 6/15/2000]

28.320 Signs; banners

(A) All advertising space on the premises is the exclusive property of LCFEC.

(B) No signs/banners or other advertising will be permitted on any location at LCFEC without prior approval of the Manager.

(C) All signs/banners or other advertising will be removed immediately after the event or there will be a charge of \$50 per day.

(D) The use of adhesive tape or staples for the attachment of signs to any surfaces within LCFEC is prohibited, except on designated bulletin board areas.

(E) *Signs, posters and literature:*

(1) The Customer shall not post or permit any sign, poster, literature or any other material upon said premises that would tend to injure, mar or in any manner deface LCFEC.

(2) Customer will not permit nails, hooks, adhesive fasteners, tacks, screws or any other such device to be installed on any part of the building or premises.

(3) Signs may only be posted on approved areas or equipment for such use and all signs and poster must relate to the event to be held on LCFEC property.

(4) The hanging of pictures, banners, signs or any other items on interior or exterior walls, draperies or structure requires prior written approval by the Manager.

28.325 Copyright logo or likeness

No persons or events shall use the likeness of or any rendition of the Linn County Logo, LCFEC logo or LCFEC themes without expressed written acknowledgment.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.327 Common area display

(A) Displays are encouraged in public areas. Materials are to be professionally produced and non-controversial in content.

(B) The Manager has the right to refuse or order changes to displays that do not follow quality or content standards.

(C) Display requests are accepted on first come basis and can be denied based on other uses and impact.

(D) There are no guarantees for minimum time of display.

(E) The Manager has the right to break down and remove displays as deemed necessary.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.330 Animals

(A) It is the responsibility of the Customer to insure that all animals are controlled safely and responsibly.

(B) Dogs are prohibited on LCFEC property at all times unless prior approval has been received by the Manager. If dogs are permitted, they must be leashed and under supervised control.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.335 Casual riding policy

(A) Based upon availability, the Warm-up Arena is open for public use at all times from 7:30 a.m. to 10:00 p.m.

(B) Permission to use portable equipment and gaming products is required.

(C) Any and all equipment used shall be returned as found.

(D) Riders will tie horses only to trailers and approved tie areas, not to arena rails or structure.

(E) Driving and carts are restricted to use during such times as safe operations allow.

(F) Jumps, barrels and gaming equipment will be placed so as not to block use of arena from other riders.

(G) If Customers join after equipment is set use courtesy in moving it so all Customers have access to the arena.

(H) Riders will make payment either directly to the office or by drop box located at the South East end of the Warm up arena.

(I) Monthly and annual passes are available at the LCFEC office.

(J) Passes and receipts must be displayed or presented as requested by LCFEC personnel to avoid additional fees.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.337 Arena rules

(A) The following rules apply to the arena:

(1) All horses must be kept to arenas and area around barns.

(2) No riding in barns or on lawns or roadways.

(3) Horses are not to be tied to pipes, fences, door handles or fixtures of the buildings or facility.

(4) Owners and handlers must clean up after their horses.

(5) A haul-in fee will be charged to those participants that do not rent stalls, but, instead, tie their horses to their trailers during a competition.

(6) Groups using the facility are responsible to learn the rules and regulations and follow guidelines of use.

(7) Groups and classes are subject to a clean up fee.

(8) Smoking is not allowed inside any facilities at LCFEC, and outside in designated areas only.

(9) Equipment and panels are not to be moved or rearranged without prior specific permission of the Manager.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.340 Utilities; energy management

(A) LCFEC shall provide heat and lighting as normally available during show days.

(B) One-half normal electrical illumination will be allowed for move-in and move-out days.

(C) Additional lighting and heating requested by Customer shall be assessed at the prevailing rate.

[Adopted nn-ann eff 9/28/99]

28.342 Energy management

The Customer may not adjust or attempt to adjust the thermostat or lights in the building. Contact LCFEC staff for assistance.

[Adopted nn-ann eff 9/28/99]

28.344 Maintenance of public access areas during events

LCFEC personnel shall maintain all public access areas which include lobbies, concourses, hallways, rest rooms, meeting rooms, (except when used for exhibit space), association offices, registration area at no extra cost to Customer.

[Adopted nn-ann eff 9/28/99]

28.346 Loading doors

If loading doors are utilized, the Customer must be sure they are in fully open position before using. Damage could result in a charge to the Customer.

[Adopted nn-ann eff 9/28/99]

28.348 Attachments

Attachments of any kind (tape, pins, staples, etc.) are not allowed on the curtain divider in the Willamette Exhibition Hall, or any walls, wall board, dividers, ceiling tiles or other permanent fixtures.

[Adopted nn-ann eff 9/28/99]

28.350 Customer cleaning requirements

(A) All janitorial and cleaning service, beginning with the first day of the lease through the final day of the lease, shall be the responsibility of the Customer.

(B) In the event that no aisle carpeting is used, LCFEC will provide (at no expense) personnel and equipment to properly clean aisles prior to the opening of each show day.

(C) A post-event check list will be presented prior to the opening of the event.

(D) Except where otherwise expressed, the Customer shall leave the facilities in a clean condition and in the same conditions as when first occupied by Customer.

(E) Extraordinary cleanup or repair of any damage will be billed back to the Customer.

[Adopted nn-ann eff 9/28/99]

28.355 Trash removal

(A) LCFEC will provide disposal receptacles for trash, debris and general packing material. Costs to remove debris or trash shall be the responsibility of the Customer.

(B) Non-hazardous fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in a manner prescribed by LCFEC.

[Adopted nn-ann eff 9/28/99]

28.357 Recycling

(A) LCFEC participates in a recycling program.

(B) Cardboard-only receptacles area available.

(C) A charge may be assessed if exhibitors contaminate any recycling receptacle with other refuse.

[Adopted nn-ann eff 9/28/99]

28.360 Lost articles, abandoned equipment

(A) LCFEC assumes no responsibility for any property placed on the premises by the Customer or exhibitors.

(B) LCFEC hereby is expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the facility under an Agreement and Permit.

(C) Any equipment or articles of the Customer or exhibitors remaining past the expiration of the Agreement and Permit may be considered abandoned and may be disposed of by LCFEC as the Manager deems necessary and at the cost of the Customer.

(D) LCFEC shall have the sole right to collect and have the custody of any articles left on the

premises by Customer's invitees and to provide for the disposition thereof.

(E) LCFEC shall assume no responsibility for losses suffered by the Customer's, its agents, servants, employees, or invitees which are occasioned by theft or disappearance of equipment, articles or other personal property in and at LCFEC.

[Adopted nn-ann eff 9/28/99]

28.365 Objectionable persons or Customers

(A) Any use of the LCFEC which is not in the best interest of LCFEC, Linn County, its citizens, or other Customers, or is in violation of any laws of the United States, State of Oregon, County of Linn or City of Albany shall be deemed a violation of the Agreement and Permit and shall be grounds for immediate termination of the Agreement and Permit.

(B) Any person whose conduct is objectionable, disorderly or disruptive to LCFEC use or in violation of any laws shall be refused entrance or shall be immediately ejected from the premises.

[Adopted nn-ann eff 9/28/99]

28.367 Motorcycles, bicycles, skateboards

The riding on or other use of motorcycles, bicycles and skateboards is prohibited on LCFEC premises at all times unless specifically described and permitted in the Agreement and Permit.

[Adopted nn-ann eff 9/28/99]

28.368 Supervision of children

Children must be under the direct supervision of a parent or other responsible adult at all times and are restricted to the premises subject to the Agreement and Permit.

[Adopted nn-ann eff 9/28/99]

28.370 Balloons

Lighter than air balloons are prohibited on LCFEC property without the express prior written approval of the Manager.

[Adopted nn-ann eff 9/28/99]

28.375 Radio communications

The Customer must provide its own radio communication system for purposes of communi-

cating between Customer and Customer's staff members. The Customer must use a different frequency from the one used by LCFEC. Some Customers may be provided with ONE radio with which the Customer's event staff may contact janitorial, security, parking and LCFEC staff.

[Adopted nn-ann eff 9/28/99]

28.380 ADA requests

If the Customer has an ADA request, the Customer should submit the request to LCFEC and give LCFEC ample time to accommodate the request.

[Adopted nn-ann eff 9/28/99]

28.385 Shared use with other Customers

(A) Should there be one or more events scheduled during a Customer's event, including move-in and move-out days, the affected Customers must share responsibility and expenses related to securing gates and admissions areas.

(B) LCFEC event staff will help coordinate traffic control solutions.

[Adopted nn-ann eff 9/28/99]

28.390 Failure to vacate

(A) Upon the expiration or sooner termination of the Agreement and Permit, Customer or its designated representative shall immediately remove all goods, wares, merchandise, property and debris owned by Customer or which Customer has placed or permitted to be placed on or at LCFEC.

(B) Any such property not so removed shall be considered abandoned and procedures relating to LCP 28.360 will be in force at the discretion of the Manager.

[Adopted nn-ann eff 9/28/99]

28.395 Application of other laws

(A) The Customer shall promptly observe and comply at all times with all applicable laws, orders, regulations, rules, ordinances, and requirements of federal, state, county, and city governments.

(B) All policies contained herein are subject to federal, state and local laws.

(C) Customers are subject to this policy and any other Linn County policy and regulations applicable to the LCFEC and use thereof.

(D) Any matters not expressly covered by this policy, or other rules and regulations adopted by the Board shall be determined by the discretion of the Manager.

(E) Any person who fails to abide by any law or policy applicable to the Customer shall be subject to immediate removal from the LCFEC premises at the will of the Manager.

(F) It is the sole responsibility of the Customer to apply for and make available any and all necessary permits, licenses, or additional agreements required to operate on or used in the performance of the Agreement and Permit on the premises. Such additional documents include, but are not limited to: health permits, work permits, business licenses, and workers' compensation.

[Adopted nn-ann eff 9/28/99]

28.396 Costs and attorney fees

Should the County file suit or action against the Customer on any cause arising in any way out of a contract executed under this Policy, the Customer agrees to pay to the County such reasonable costs, such as attorney's fees and court costs, that the court having jurisdiction of the case may determine, in addition to costs and disbursements allowed to a prevailing party as a matter of law.

[Adopted nn-ann eff 9/28/99]

28.397 Property damage

Customer agrees to be responsible for the care and condition of the personal property subject to the Agreement and Permit. The County reserves the right to take any legal action, including but not limited to criminal prosecution, against any Customer that damages the property of Linn County.

[Adopted nn-ann eff 9/28/99]

28.400 Insurance terms and conditions

(A) Every Agreement and Permit shall be subject to the following terms and conditions set forth in this section.

(B) Insurance.

(1) Insurance requirements are based on a three-tier system. The Manager shall determine which tier Customer falls into and Customer shall meet the insurance requirements of that tier. The determination by the Manager of the appropriate tier for Customer is final. The determination by the Manager is not negotiable.

(a) *Tier I:* Customer shall secure at his/her expense and keep in effect during the term of this permit agreement Comprehensive or Commercial General Liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applicable. Insurance company must be authorized to do business in the State of Oregon, and County of Linn. If Customer is to serve alcoholic beverages during the term of this agreement, coverage will also include Host Liquor Liability. The limits shall be not less than \$1,000,000 per occurrence for personal injury and property damage. The insurance policy or policies shall name the County of Linn and the Linn County Fair & Expo Center, its officers, agents and employees as additional insureds, but only with respect to the Customer's activities to be performed under this Permit. Customer shall furnish not less than fourteen (14) days before the first day of use and occupancy, certificates of insurance as evidence of the insurance coverage required by this agreement. Certification or a copy of the endorsement adding County of Linn and the Linn County Fair & Expo Center as an additional insured shall also be provided.

(b) *Tier II:* Customer shall secure at his/her expense and keep in effect during the term of this permit agreement Comprehensive or Commercial General Liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual

liability coverage for the indemnity provided under this contact and products/completed operations liability. Combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable. Insurance company must be authorized to do business in the State of Oregon, and County of Linn. If Customer is to serve alcoholic beverages during the term of this agreement, coverage will also include Host Liquor Liability. The limits shall be not less than \$500,000 per occurrence for personal injury and property damage. The insurance policy or policies shall name the County of Linn and the Linn County Fair & Expo Center, its officers, agents and employees as additional insureds, but only with respect to the Customer's activities to be performed under this Permit. Customer shall furnish not less than fourteen (14) days before the first day of use and occupancy, certificates of insurance as evidence of the insurance coverage required by this agreement. Certification or a copy of the endorsement adding County of Linn and the Linn County Fair & Expo Center as an additional insured shall also be provided.

(c) *Tier III*: Customer shall not be required to maintain insurance under the permit agreement, but will pay a surcharge because there is no insurance requirement. Customer expressly understands and agrees that Customer is not covered under any insurance coverage of Linn County, the Linn County Fair Board or the Linn County Fair and Expo Center. Customer expressly understands and agrees that Linn County, the Linn County Fair Board or the Linn County Fair and Expo Center will not defend or indemnify Customer under the permit agreement.

(C) *Indemnity.*

(1) Customer agrees to defend, indemnify and save Linn County, the Fair Board, the Linn County Fair & Expo Center, their officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction)

to property, of whatsoever nature arising out of, or incident to, the performance of this permit agreement by Customer (including, but not limited to, Customer's employees, agents and others designated by Customer to perform, work or services attendant to this permit agreement). Customer shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments or other damages, directly, solely and proximately caused by the negligence of Linn County, the Fair Board and/or the LCFEC.

(D) *Limitation of liability.*

(1) LCFEC assumes no responsibility for any property placed on the facilities by Customer and the LCFEC is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the facilities under this agreement and all watchman or other protective service desired by Customer must be provided by separate agreement with the LCFEC.

(E) *Workers' compensation coverage.*

(1) Customer shall provide workers' compensation coverage for all subject workers (as defined by ORS 656.027) employed by Customer to perform work pursuant to this permit agreement. The workers' compensation coverage to be provided by Customer shall be in full compliance with ORS Chapter 656. This provision shall not apply to a worker who is exempt under the provisions of ORS Chapter 656.

(F) *Customer's conduct.* Customer agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon.

(G) *Customer insurance responsibilities.* It is the responsibility of the Customer to provide the information below and the insurance requirements set forth in this section to its insurance company so the company will understand and provide the exact wording required.

- (1) Customer's name and address;
- (2) Contracted dates;
- (3) Building and/or facilities used; and
- (4) Type of event.

(H) *Insurance policy requirements.* The following are insurance policy requirements:

(1) The Customer shall provide, at least 14 days in advance, evidence of insurance.

(2) It is the Customer's responsibility to ensure that the insurance writer reads carefully the full text of this section on insurance and indemnity

(3) The Customer's liability insurance shall be endorsed in accordance with the following language:

"It is agreed that the County of Linn, the Linn County Fair & Expo Center, its officers and employees are added as additional insureds as respects the named Insured's use of premises furnished by the Linn County Fair & Expo Center."

(4) It is the Customer's responsibility to ensure that insurance company prepare the endorsement described in this subsection and forward the certificate not less than 14 days prior to the first day of Permit to the Manager at Linn County Fair & Expo Center, 3700 Knox Butte Road, Albany, OR 97321.

[Adopted nn-~~nnn~~ eff 9/28/99]

28.500 Fire and Life Safety Requirements

(A) Every Agreement and Permit shall be subject to the following terms and conditions set forth in this section.

(B) The terms and conditions set forth in this section apply to all Expo, public assembly, show, fair, carnival, livestock and motorized vehicle events.

(C) Final approval of any event may be dependent on inspection by the Fire Marshal. Questions may be directed to the Fire and Safety Division of the Albany Fire Department.

(D) *Exits, exit doors, exit signs.* No display or exhibit shall be installed or operated which interferes in any way with access to or visibility of any exit door or exit sign. Exit doors **may not** be locked by means of ropes, chains, wire or any other device that limits their use.

(E) *Obstruction of fire safety equipment.* No display or exhibit shall be installed or operated as

to interfere with or block access to fire fighting equipment such as fire extinguishers, fire alarms or hydrants. Vehicles shall not be parked in fire lanes.

(F) *Decorative materials, drapes, curtains, tents.*

(1) All drapes, curtains, drops, tents and air supported structures and all decorative material shall be made of non-combustible material or shall be treated with an appropriate flame retardant chemical. Certification of flame retardant treatment shall accompany your application.

(2) The location and arrangement of any tent, canopy or air supported structure to be erected on the Fair & Expo premises requires prior approval from the Fire Marshal.

(G) *Hay bales, loose hay and other loose combustible materials such as sawdust.* Hay bales cannot be used for seating inside buildings or tents. Hay bales and loose hay may be used for decoration inside buildings or tents provided the material is treated and maintained in a flame retardant condition. Such use requires written approval from the Fire Marshal.

(H) *Cooking inside buildings.*

(1) Open flame heat processing or warming equipment is **prohibited**.

(2) All food preparation equipment or processes which produce grease laden vapor (frying, deep fat frying, broilers, fry grills, hot top ranges, ovens, rotisseries) shall be located under an exhaust hood equipped with a fire extinguishing system.

(3) A minimum forty (40) lb. ABC dry chemical extinguisher is **required**.

(I) *Hot popcorn machines.*

(1) Extension cords used to connect popcorn machines to a power source will be equipped with overload protection.

(2) Hot popcorn machines must be at least five (5) feet from the public's reach, under direct supervision at all times or disconnected from the power source, may not be installed within ten (10) feet of an exit door and shall have a forty (40) lb. ABC dry chemical fire extinguisher or larger, within the booth or area of sale.

(J) *Cooking outside of buildings.*

(1) A minimum forty (40) lb. ABC dry chemical fire extinguisher is **required**.

(2) Commercial cooking will only be allowed in approved locations and with approved equipment.

(K) *Flammable and combustible liquids.* The use, storage and handling of flammable or combustible liquids inside buildings and tents is prohibited.

(L) *Liquefied petroleum gas (propane).*

(1) The use and storage of LP Gas or LP Gas containers inside buildings or tents is prohibited.

(2) Containers located outside of buildings/tents shall be secured in an upright position with rigid brackets or chains. Regulators and piping must be LP Gas approved and protected from physical damage.

(M) *Smoking.* Smoking is **prohibited** on the LCFEC premises except in designated areas (see ORS 433.835 to 433.875).

(N) *Electrical wiring/equipment.*

(1) All electrical wiring and equipment shall comply with the state electrical code.

(2) Wiring connections to any circuit panels can only be performed by qualified licensed electricians.

(3) *Extension cords.*

(a) Extension cords must be plugged directly into an approved outlet. Each cord may be plugged into one appliance only unless an approved multiple outlet extension cord equipped with a circuit breaker is used. The use of multi-plug extension cords, cube adapters, strip plugs or any other similar device is **prohibited**.

(b) Extension cords must be of the three wire hard usage type. The gauge of the cord must not be smaller than the attached appliance cord and in no case less than fourteen (14) gauge.

(c) Extension cords shall not be attached to walls or other items using nails, staples or other metal fasteners. Cords shall not be wound, crimped or subjected to physical damage.

(4) *Electrical lights, light fixtures, light bulbs.* Light bulb wattage must not exceed the rating for the fixture. No larger than sixty (60) watt bulbs shall be used in any unlabeled fixture.

(5) *Electric heaters.* All temporary heating systems, including portable heaters, require prior written approval from the Fire Marshal.

(6) *Open flames.* The type of device and a list of the safety precautions shall be included with the Agreement and Permit application.

(O) *Trash receptacles.* Combustible trash shall be removed from the building routinely, but in no case less than once each day.

(P) *Trash dumpsters.* Trash dumpsters shall not be placed within five (5) feet of a building or tent. Dumpster placement shall not block the path of travel from any exit.

(Q) *Motorized vehicles - displays and events.* The requirements listed below must be followed when any vehicle is parked, displayed **or** stored inside any building or tent.

(1) *Displays:* The following requirements shall be addressed when the vehicle is first placed in the building and continued throughout the event.

(a) LP Gas containers/tanks shall be emptied or removed from the vehicle.

(b) Gasoline tanks shall be substantially empty and the gas cap must be locked closed or taped in place.

(c) Both battery cables shall be disconnected from the battery. Terminals shall be taped with electrical tape.

(2) *Events.*

(a) Motorized vehicles shall not be fueled inside a building.

(b) Fuel and other flammable or combustible liquids shall not be stored inside a building.

(c) Motorized vehicle events shall be conducted in accordance with the specific requirements established for the event by the Fire Marshal.

(R) *Livestock areas.* The following list of fire safety requirements are mandatory. These requirements apply to any building being used to exhibit or board livestock. Final approval of the setup of any livestock area is dependent on inspection by the Fire Marshal.

(1) The use of portable heaters or heat lamps for warming livestock is subject to prior approval by the Fire Marshal. The use of portable heaters and heat lamps for any other purpose is prohibited.

(2) Electrical extension cords shall be of the three wire hard usage type. The gauge of the cord must not be smaller than the attached appliance and in no case less than fourteen (14) gauge. All breaker type multiple plug adapters may be used

(3) Parking of motorized vehicles, camp trailers and campers are prohibited inside any livestock building

(4) The use, storage and handling of LP Gas containers or appliances, LP Gases or flammable/combustible liquids inside livestock buildings is prohibited.

(5) All paper or fabric used in the construction of exhibits or stalls shall be fire resistive or treated with a flame retardant chemical.

[Adopted nn-~~nnn~~ eff 9/28/99]

References and Authorities:

ORS 203; 556

Cross References:**Legislative History of Policy 28:**

Adopted by Staff eff 12/29/97

Amendments to 12/29/97 Original Policy:

#1	Staff changes eff 8/26/99
#2	Staff changes eff 9/28/99
#3	Staff changes eff 6/15/2000
#4	Staff changes eff 12/6 or 7/2000
#4	2001-539 eff 9/5/01
#5	none

Appendix 1 — Sample Agreement and Permit

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