

COPY

**FACILITIES USAGE CONTRACT
SHORT TERM USAGE - LICENSE AGREEMENT**

Agreement No: F-0009 2020
Plumas County Special District Assoc.

THIS AGREEMENT by and between **PLUMAS-SIERRA COUNTY FAIR**, hereinafter called the Fair, and **PLUMAS COUNTY SPECIAL DISTRICT ASSOC.**, hereinafter called the Licensee, WITNESSETH:

THAT WHEREAS, the Licensee desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises on the following date(s): **WEDNESDAY, AUGUST 21, 2019.**

IT IS THE INTENTION OF THE PLUMAS-SIERRA COUNTY FAIR TO RESERVE THESE DATES, HOWEVER, THE FAIR WILL NOT BE HELD LIABLE IN THE EVENT THAT THE FACILITY IS NOT AVAILABLE DUE TO EMERGENCY CIRCUMSTANCES (I.E., FIRE CAMP, EVACUATIONS, ETC). LICENSEE'S RECOVERY SHALL BE LIMITED TO THE FEES AND DEPOSITS PREVIOUSLY PAID TO THE FAIR IN SUCH CASE.

NOW THEREFORE, the Association hereby grants to the Licensee the right to occupy the space(s) described below for the purposes set forth below, subject to the terms and conditions of this Agreement: Facility usage to include: **MINERAL BUILDING**

YOU MUST SUBMIT A DRAWING OF HOW YOU WANT YOUR EVENT SET-UP AT LEAST ONE (1) WEEK PRIOR TO THE EVENT. Building and grounds to be left in a clean and orderly condition upon termination of usage. Cancellation of this contract subject to a \$100.00 service charge.

1. The purposes of occupancy shall be limited to: **BI-ANNUAL TRAINING**
2. Licensee agrees to pay to the Association for the rights and privileges hereby granted, as follows:
\$150

~~**A ONE HUNDRED DOLLAR (\$100.00) CLEANING DEPOSIT IS REQUIRED UPON SIGNING THIS CONTRACT. PLEASE ISSUE A SEPARATE CHECK FOR CLEANING DEPOSIT. CLEANING DEPOSIT WILL BE REFUNDED IF BUILDINGS AND GROUNDS ARE LEFT CLEAN AND UNDAMAGED. THE ENTIRE CONTRACT AMOUNT IS TO BE PAID IN FULL PRIOR TO THE EVENT DATE. KEYS MAY BE OBTAINED ONE-DAY PRIOR TO THE EVENT FOR \$10.00 PER KEY, REFUNDABLE DEPOSIT.**~~

LICENSEE MUST PROVIDE A TRASH RECEPTACLE LARGE ENOUGH TO CONTAIN ALL TRASH GENERATED FROM EVENT AND SHALL REMOVE IT FROM SITE FOLLOWING THE EVENT. GARBAGE MAY NOT BE PLACED IN THE DUMPSTER LOCATED AT THE FAIRGROUND FACILITY. ANY REFUSE CHARGES WILL BE DEDUCTED FROM DEPOSIT.

LIGHTS AND HEATING OR AIR CONDITIONING MUST BE TURNED OFF UPON DEPARTURE. IF ITEMS ARE LEFT ON, A UTILITY FEE WILL BE DEDUCTED FROM DEPOST.

5. Licensee agrees to guarantee payment of the following:
 - (a) Any damage to Fair property.
 - (b) Removal of all Licensees' property, leaving the premises in a clean condition satisfactory to the Association.
6. The Association shall have the right to audit and monitor all sales from and access to the premises.
7. Licensee agrees to indemnify and hold harmless the Association and the County of Plumas, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Licensee may be liable under any Worker's Compensation law and Licensee themselves and from any loss, damage, cause of action, claims or suits for damages, including but not limited to, loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by Licensee of the privileges herein granted.
8. Licensee further agrees that they will not sell, exchange, barter, or permit their employees to sell, exchange or barter, any permits issued to Licensee or their employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.

24. ALCOHOL REQUIREMENTS. If Licensee wishes to serve alcoholic beverages on the Fair property, Licensee shall obtain all necessary permits from the Department of Alcoholic Beverage Control, or any other agency having jurisdiction over the service of alcohol. Such party shall defend and hold harmless the Fair against any and all claims suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by the Fair, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property damage (including property of the Fair) arising out of the service and/or consumption of alcoholic beverages on the Fair property during Licensee's event. Licensee shall maintain insurance with respect to the service and/or consumption of alcoholic beverages as described in the Insurance Requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate hereto, on the date below.

Dated: _____

Licensee's Signature

Licensee's Name (printed)

Mimi Garner
Plumas County Special District Assoc.
P.O. Box 2354
Portola, CA 96122

CONTACT NUMBERS: 775-229-3140

ATTACHMENTS: Renter's Guidelines

Dated: 5/22/19

John Steffanic

Fair & Events Center Manager

Plumas-Sierra County Fair
204 Fairgrounds Road
Quincy, CA 95971

Phone: (530) 283-6272
Fax: (530) 283-6431

Office Use Only:	
Copy Sent To CFSA? (Y / N)	
CFSA Review Required? (Y / N)	
Deposit Amount Pd: _____	# of Key's Issued: _____
Date of Deposit: _____	Key Deposit: _____
Deposit Receipt #: _____	Charges From Deposit: _____
Insurance Certificate On File? _____	_____
Licensees Signature? _____	_____
CEO Signature? _____	# of Key's Returned: _____
Rent Amount Pd: _____	Deposit Return Date: _____
Rent Receipt #: _____	Attach Copy of Warrant Claim ()