

Fond du Lac Fairgrounds Building and Event Policies and Procedures:

Addendum A

I. Fairgrounds Scheduling

Fairgrounds scheduling can be done via phone at 920-929-3169 or at the Fairgrounds office. The fairgrounds maintains an event reservation system at the following web address www.fdlcountyparks.com that can be used to check available dates and download forms. However you must book your event in person. Forms are also online at www.fdlco.wi.gov/departments/departments-f-m/fairgrounds

The lease agreement along with the reservation deposit which is currently set a 20% of the rental rate is due a minimum of through (30) days prior to the event. **The reservation deposit is non-refundable and due with the lease agreement.** Fond du Lac Fairgrounds reserves the right to request additional deposit as a guarantee for any costs associate with the use of the Fairground and Fairgrounds buildings.

A security/damage deposit of \$250 may be required and would be due with the return of the lease. The security/damage deposit will be refunded within 10 – 14 days after the event should the facility be left in the condition set out in the agreement.

Payments: All payments should be mailed: Attn: Fond du Lac Fairgrounds 160 S Macy St, Fond du Lac WI 54935 or delivered in person to the Fairgrounds office. **DO NOT TAKE YOUR PAYMENT TO THE CITY/COUNTY BUILDING.**

KEY: The person in charge of the rental may be issued a key to the building. The key may be picked up within a few days of the rental date at Fairgrounds office & should be returned to the same location after the event (by 3:30 pm) or placed in the drop box located in the Fairgrounds (brown building) Office Door.

There will be no events scheduled one week prior or one week after the Fond du Lac County Fair. This will allow the fair adequate time for preparation and clean-up. No events will be scheduled for the Rec. Center beginning July 1.

All Events must end at 12 A.M. unless a special request was made and approved by Fond du Lac County Fairgrounds.

II. Event Cancellations

If the Fond du Lac County Fairgrounds receives a written or emailed request to cancel a scheduled event, then the user will receive a refund of the security/damage deposit. The 20% reservation deposit will be forfeited. If an Event is canceled due to circumstances beyond the control of the event sponsor a request could be made and at the discretion of the Fairgrounds Supervisor the reservation deposit may be refunded. If an event is cancelled without the notice or in the absence of extenuating circumstances, the reservation deposit will be forfeited.

III. Classification of Uses & Fees

Any individual or organization requesting use of the Fairgrounds and / or buildings will be classified by Fond du lac County as either commercial or non-profit user.

Lease rates are established based upon the following use classifications:

Non-Profit: Any group organized as nonprofit organization under Chapter 181 of Wisconsin Statutes, a charitable trust and Chapter 701 of Wisconsin Statutes, and which qualifies for tax-exempt status under the Internal Revenue Code Section 501(c) (3)

A group may qualify for non-profit status regardless of whether the requested use of the Fairgrounds is intended to generate a profit. Any user requesting non-profit classification must provide proof of non-profit status with the return of the signed agreement

Commercial: Any individual or group that does not qualify for non-profit status.

IV. Lease Conditions

Assumption of Risk: The lessee assumes any and all foreseeable and unforeseeable risks associated with and / or related to the lease agreement including but not limited to personal injury, property damage or loss.

Damage to buildings, grounds and Equipment: Lessee shall be responsible for the costs to repair any damage to the lessor's facilities, grounds or equipment during the use of the fairgrounds facilities, grounds or equipment. The lessee is the sole responsible person for and will be held liable for damage and must take reasonable precautions during their scheduled events to maintain law and order and avoid property damage

Waiver of Liability: While the lease is in effect, Fond du Lac County, its officers, employees and agents shall not be liable for any damage to the personal property. Lessee acknowledges that the personal property is not covered by the County's insurance and all risks relating to the presence of property on the fairgrounds shall be borne by lessee.

Indemnification and hold harmless: lease shall indemnify and hold the County harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act of omission on the part of the lease or lessee agents and from all loss or damage by reason of such acts or omissions

Limitation of Liability: Fond du Lac County, its officers, employees and agents shall not be liable for personal injury or property damage or any other special, indirect or consequential damage, of any kind that may arise from a licensed use of Fond du Lac County Fairgrounds.

Disclaimer of Warranties: The County disclaims any warranties the building, grounds and equipment at the Fairgrounds are fit for any particular purpose. It is the sole responsibility of the Lessee to inspect the facilities prior to signing the agreement. All buildings, ground and equipment are accepted for use "as is".

- V. **Insurance requirements:** Per the lease agreement
- VI. **Compliance with regulations:** The lessee is responsible to comply with all applicable laws, rules and regulations that pertain to its activities at the fairgrounds.
- VII. **Food Service:** All food service at the fairgrounds must comply with the food safety regulations. All grilling and cooking must comply with the Fire Department regulations (see attached)
- VIII. **Alcoholic Beverages: The lessee is responsible to comply with all laws regulating the distribution of alcoholic beverage, including but not limited to insuring that all designated vendors maintain applicable license, and distribute beverage in conformance with lease and state regulations**
- IX. **Event Set-Up:** Will be scheduled with the fairgrounds staff so as not to interfere with other events.
- X. **Event Advertising:** No permanent advertising is permitted on county property. Temporary advertising is permitted during the scheduled event. We will at no charge put your event on our electronic message board. All temporary advertising shall be removed immediately after the event.
- XI. **Electrical work:** Must be done by a licensed electrician and scheduled through us
- XII. **Staking, Fastening, And Marking:** All tents, canopies and display booths shall be free standing. No staking, fastening or permanent marking is allowed.
- XIII. **Event Clean Up:** In order to ensure that the Fairgrounds are continuously available for use, it is essential that the Fairgrounds are returned to pre-event condition as soon as possible after each scheduled event.

Clean up of buildings and grounds must be completed with twenty four hours after use. Permission to extend this clean up period may be granted by the Fairgrounds Supervisor upon request.

After the clean-up, the ground and buildings will be inspected by the Fond du Lac County staff. The user must make arrangements to appear during the clean-up inspections. However if the staff feels the clean-up was completed properly your appearance could be waived. If the staff finds damage or that the buildings were not cleaned properly the security / damage deposit may be forfeited. Collection and disposal of refuse generated during the event will be the responsibility and expense of the lessee.

- XIV. **STAFF SUPPORT:** Fond du Lac County Fairgrounds provides limited support staff for any function. **There are no janitorial services provided during an event.** Messages will be taken ONLY in case of emergency. If staff time is consumed due to any reason or is required, a minimum of \$35 per hour will be charged.

- XV. **Rescission of Use:** Fond du Lac County reserves the right to rescind the use of the grounds and building at any time prior to or during a scheduled event as deemed necessary by the Deputy or Fairgrounds staff.

Contact:

If deliveries are to be made to the fairgrounds by UPS, Fed Ex etc. please use: 520 Fond du Lac Ave, Fond du Lac WI 54935 and put Attention: Name of Event.

Fairgrounds office: 920-929-3169

Fax: 920-929-3348

Email: fairgrounds@fdlco.wi.gov

Staff:

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