# Canadian County EXPO & Event Center Agreement and Use Policy.

If you have any questions about any of these use policies or guidelines, please contact the us at **Office**: 405-422-5400

All events are subject to policies listed on the event contracts and invoices issued prior to the event.

## **Rental Space**

Each portion of the facility rents separately unless otherwise stated in writing by the director. Additional items/spaces may be available for rental and will incur an additional fee. Canadian County staff reserves the right to enter any and all areas to enforce the rules and to limit the number of people and activities in the area.

### **Rental Time**

- 1/2 day rentals (are only available for the conference room) are less than four (4) hours in length. Half day rentals that exceed four (4) hours will be charged the full-day venue rental rate.
- NOTE: the rental time begins when you arrive and ends when the last customer leaves.
   Be sure to leave adequate time for your clean up at the end of the event.
- Events must fall within the hours of 7am-11pm. Events falling outside of those hours may incur additional rental rates unless approved by Director.

#### Insurance

The Renter agrees that by renting the facility they are responsible, and the Canadian County EXPO & Event Center does not provide insurance for the renter.

- 1. RENTALS & EVENTS: Proof of Special event coverage is required naming Canadian County Expo & Event Center as additional insured.
- 2. VENDORS AND CONTRACTORS: All vendors and contractors providing services at the Canadian County facilities must carry adequate liability insurance. The renter understands that any outdoor food truck vendor they use must be licensed with the Health Department. If requested, contractor must be able to provide verification of

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license and/or liability insurance. The outdoor food truck has the full responsibility for obtaining any and all licenses necessary. The renter and food trucks jointly assume all liability associated with the consumption of their product and each agrees to defend, indemnify and hold harmless Canadian County and all associated personnel from and against any and all claims, demands, suits, judgments or other liability of any nature whatsoever resulting from the presence, serving and/or consumption of products and beverages during the event. All inside catering and concessions rights are reserved by the EXPO.

# Governing Law; Exclusive Jurisdiction; Exclusive Venue

This Agreement is entered into in Oklahoma and shall be governed by and construed in accordance with the laws of the State of Oklahoma. Courts of competent authority located in Canadian County, Oklahoma, shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action.

# Compliance with Government Statutes and Regulations

Renter warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any, and that the goods or services delivered hereunder shall be produced or performed in compliance with the Fair Labor Standards Act.

#### Cancellation

Canadian County retains the right to cancel this contract with written notice at any time for the following reasons: misrepresentation of the event, lack of insurance, deposit check returned by bank, delay in Canadian County EXPO receiving rental deposit or damage deposit, threats of violence or actual violence to any Canadian County employee or subcontractor by renter's employees or subcontractors, threats of damage or actual

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damage to Canadian County facilities by renter's employees or subcontractors, damage or theft of Canadian County property by renter's employees or subcontractors or failure to abide by the terms and conditions of this rental contract. Cancellation by Canadian County EXPO & Event Center for any of the above mentioned reasons will result in the loss of the entire rental amount. Renter agrees to all deposits and payments and agrees to pay for any incurred cost the renters event is responsible for such as setup, rentals etc.. Renter was made aware of these fees prior to signing this agreement. Any cancellation by the renter must be received in writing in the Canadian County EXPO & Event Center's office. Venue Deposits and Event payments are non-refundable.

# Termination of your event

Canadian County EXPO & Event Center's obligation to make the facility available will be relieved if anything outside of its control prevents the facility from being available at the date and time scheduled for the event. This includes such occurrences as natural disaster, fire, destruction, war, governmental order, quarantine, facility becoming un-available or other forces or events. If such occurs, Canadian County will refund the Renter's deposit and fee if already paid in full but will have no other liability on account of such cancellation or unavailability of the use of its facility. Canadian County EXPO & Event Center has the right, but not the obligation, to monitor the Renter's use of the Facilities and Equipment. If Canadian County EXPO & Event Center determines, within its sole and absolute discretion, that continued use of the Facilities and Equipment poses a risk to the safety of any person or damage to facility, Canadian County EXPO & Event Center may terminate the Renter's rights under this Agreement and/or immediately remove (or have removed) all or any individual(s) from the Facilities and Equipment with out refund.

# Fire Safety

Canadian County enforces fire protection safety codes and is subject to inspection by the State Fire Marshal. No pyrotechnic devices, smoke/fog machines or open flame are allowed on the premises unless approved in writing by the director. Candles are not allowed. All fire aisles and exits must be kept clear of equipment and people. No smoking is allowed anywhere in the buildings or on the grounds. *Failure to follow these rules will result in the* 

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immediate suspension of the event until the conditions are corrected. If they are not corrected, the event will be cancelled without refund to the Renter.

#### **OSHA**

Canadian County Fairgrounds is committed to providing a safe, clean environment for both our patrons and employees. For the safety and well-being of all facility users, patrons and vendors are expected to conduct their event in a manner which respects the rights of all users. OSHA regulations are observed by our facility and we mandate the same high standards for all of our contractors and service providers. Compliance with OSHA regulations is the responsibility of the RENTER and their contractor. OSHA mandated personal protective equipment must be utilized at all times. RENTER is required to secure all cables, including electric and/or audio/video, in walkways and guest areas.

## **Smoking**

Canadian County is a 100% smoke free facility. All forms of tobacco use, including cigarettes, cigars, bidis, smokeless/spit tobacco, hookahs, blunts, pipes, e-cigarettes and snuff are prohibited inside our facilities. This applies to anything with a roof.

# How to request rental of the Canadian County Expo & Event Center facilities:

#### 1. Rental Request

Completing a booking request by hitting the "BOOK NOW" button, and completing the questions gets the process of booking started. It gives us the information needed to properly serve you at our facility. Submitting this form DOES NOT constitute a reservation. The most efficient way to process the form is to submit the online form below. You may also print and mail the form to (3001 Jensen Road East, OK, El Reno, 73036, if you prefer. Once received, a member of our team will review your request and contact you with an estimate or proposal as well as answer any questions you may have.

#### 2. Booking

Once a tentative reservation is accepted by the CCEEC; a signed proposal and non-refundable rental deposit must be received by the specified date to be considered a firm booking. Quotes or estimates provided prior to the proposal and rental deposit being received DO NOT constitute a booking or contract.

**Tentative Booking:** temporary reservation where a contract has been issued is subject to cancelation if the signed contract and required deposit are not received by the required due date.

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**Firm Booking:** when the CCEEC has received your signed proposal and deposited your non-refundable rental deposit. It is subject to cancelation if proper insurance, remaining deposits/payments are not received by the required due dates or if the CCEEC becomes aware of any activities of the event that violate the Use Agreement.

#### 3. Payment Schedule

50% OR \$1000 non-refundable rental deposit is specified at time of booking to reserve your date or dates. The balance of any monies owed as well as the specified damage deposit (If required) must be received no later than on the day of load in for all concerts, tradeshows and the majority of most events. Livestock events where shavings and stall rentals must be tabulated afterwards will be billed with payment required within 30 days of the end date of your event. In some cases, payment may be requested sooner to accommodate needed staff and facility preparations, ask the director when booking.

#### Additional cost and package pricing

Listed rates represent a standard or "rack rate" for the event day only. Quotes or contracts may be issued for rent greater or lesser than listed amount based on the unique features of each event. Other cost or types of rent (i.e. move in/out) may be required for an event and are not reflected herein. Please contact the Director for more information.

Cleaning, Setup & Damage Deposit: Rentals may incur a cleaning cost based on the usage of the rented area. Notifying the Expo & Event Center of your intended use (i.e. number of guest and how areas rented will be used) will allow us to estimate an accurate cleaning cost. Some areas of rental and usage will allow for the customer to provide cleanup (i.e. sweeping, trash removal, table wipe down) in those instances the Expo & Event Center may waive the cleaning cost and keep the damage deposit should customer fail to properly clean their area of rental.

#### 4. Facility Access

How to get access to the facility: Pick up the key(s) to your area of rental one business day prior to your event. When picking up your key, you must bring payment for any balance owed of your rental as well as a (separate damage deposit check, if required. The damage deposit will be specified in your invoice. Failure to abide to all terms, conditions and policies will result in forfeiture of your damage deposit as well as expulsion of individual and/or immediate cancellation of present or any future events scheduled events.

# Venue Deposit

Reservation dates are bound by the first deposit and contract received on a "first come, first served" basis. The terms of this Agreement are conditioned upon the receipt of the non-

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refundable deposit by Canadian County EXPO & Event Center. Deposits are non-refundable but will be applied to Rental cost as follows; first, to any damage or theft to the Facilities or Equipment during Renter's use of the Facilities and Equipment, as determined by Canadian County EXPO & Event Center, in its sole and absolute discretion; and second, to the Rental cost, however if Renter fails to comply with Canadian County EXPO & Event Center policies and procedures the Deposit shall be forfeited and shall not apply to Rental cost. As a signer of this agreement, you are responsible for any damage or theft at replacement value. Any rental payments made to Canadian County EXPO & Event Center are forfeited and non-refundable.

# **Invoice and Payment**

Payment can be made by cash or check payable to Canadian County Free EXPO & Event Center. 50% OR \$1000 non-refundable rental deposit is specified at time of booking to reserve your date or dates. The balance of any monies owed as well as the specified damage deposit (If required) must be received no later than on the day of load in for all concerts, tradeshows and the majority of most events. Livestock events where shavings and stall rentals must be tabulated afterwards will be billed with payment required within 30 days of the end date of your event. In some cases, payment may be requested sooner to accommodate needed staff and facility preparations, ask the director when booking.

## Damage to Facilities and Equipment

If Renter or any of Renter's staff, volunteers, participants, invitees, licensees, and/or any individual(s) on or near the Facilities and Equipment as a result of Renter's use of the Facilities and Equipment under this Agreement causes damage to Canadian County Facilities and Equipment, other than ordinary wear and tear, Renter shall pay any costs associated with repairing the damage and restoring the Facilities and Equipment to their condition prior to Renter's use thereof. Renter's Deposit shall be applied to any costs under this Section and Renter will be responsible for any additional costs in excess of the Deposit. It is the renter or promoters responsibility to make payment for any damage and not the renters guest or promoters vendors. The Canadian County EXPO & Event Center does not chase down individuals, this is why you provide an insurance binder.

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# **Pricing**

All listed prices are considered "Rack Rates" and are subject to change at the discretion of the facility. Credit cannot be given for equipment or personnel ordered and not used. Renter understands that labor charges are ESTIMATES and may vary depending on actual needs.

## Catering

The Renter is fully responsible for all arrangements and any contract entered with <u>IN</u>

<u>HOUSE CATERER</u> for your event. No outside catering companies are allowed. All catering cost are in addition to your rental invoice from the Canadian County Expo & Event Center and are paid directly to the caterer. Contact B-Rays at (918) 448-6051

# **Alcohol Beverages**

Alcohol may only be served in limited areas at the Canadian County Expo & Event Center, but must always be approved in advance at the time of the booking by the Director. If alcoholic beverage service is planned as a part of your event, certain criteria must be met to comply with the EXPO alcoholic beverage service policy. When alcoholic beverage service is planned as part of a rental event, fees for security and additional staffing may be added to the rental charges. The customer must use the approved bartending service provider of the Canadian County Expo & Event Center and will make payments for alcohol and bartending services directly to the approved bartending provider. Cost of security and additional staff that may be needed will be paid in cash and made directly to the Canadian County Sheriffs deputies working you event. Absolutely no alcoholic beverages may leave the designated areas for any reason. Renter is responsible for all consequences of quest behavior during and following the consumption of alcohol. Canadian County security and staff retain the right to limit the amount of alcoholic beverages being consumed by you or your guests. "Last Call" for alcohol shall be at least one (1) hour prior to the scheduled end of your event or reception. If Renter provides, or causes to be provided, alcohol not in accordance with the above policies, Canadian County EXPO retains the right to end Renter's event immediately and without further explanation.

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# Disruptive People

Canadian County reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. Canadian County reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. Canadian County shall not be held liable for any damages by the applicant through exercising this right.

#### Restrictions

- There are no controlled substances, commercial advertising or open carry firearms allowed on Canadian County Expo & Event Center. No hover boards, skate boards, recreational scooters, bicycles etc.
- Without prior approval from the director, no vendors or exhibitors are allowed in buildings, etc. before the event coordinator arrives.
- Banners are allowed on interior arena rails. There shall be no other signs or advertisements posted on fairgrounds property without written permission from the Canadian County Expo & Event Center.
- No signage, banners, etc. allowed on fence that surrounds property without approval.
- Posting event signs/advertisement on utility poles or property maintained by the City
  of El Reno or Canadian County is prohibited.
- No tape, staples, painting or marking (permanent or temporary) on structures i.e. floors, walls, windows, doors inside/outside is allowed.
- No straw or shavings allowed in Indoor or outdoor Arena dirt floor.
- Only shavings are allowed in Horse stalls. Each stall requires a minimum of (2) eight cubic feet bags of shavings.
- Saw dust pellets are not allowed anywhere in, on or around the facility grounds
  except when approved by Director. Guest or clients using sawdust pellets will be
  fined or expelled from the facility and grounds.

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- No animals are allowed to tie outside the building overnight unless in specified tie
  areas, or with the Canadian County Expo & Event Center approval. Do not tie horses
  or livestock to temporary arena panels anywhere on facility grounds (permanent
  panels may be tied to. Do not tie animals in stall area aisleways anywhere on the
  facility)
- Equipment or shop services for event/individual needs are at the discretion of the Canadian County Expo & Event Center staff.
- Subleasing of the building, to another event, is not permitted.
- All dance events require \$1 million liability insurance and security.
- Organization or group renting facility is responsible for collection of stalls and RV/Horse trailer rental fees and keys.
- Building layout must be able to pass fire marshal's inspection, including but not limited to: placement of exhibitor booths, tables, displays, etc., in relation to aisles/exit doors.
- Arena Floors are prepared for event start, any preparations needed during event are responsibility of the client to plan, communicate and pay for if needed.
- Pen and/or stall assignments must be attached with zip ties.
- All events will be charged \$150.00 for each stall unassembled, i.e. removal of panels, boards, screws, etc.
- All events will be charged \$100.00 for each stall with less than two (2) bags of shavings.
- All stall locks and chains must be re-locked to stall door. (Missing locks or chains incur a \$75 charge per each missing lock)

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#### Pets

allowed. If you cannot find where the promoter has specifically addressed this questions, then assume dogs are not allowed unless it is a service dog. The annual Fair and Jr. Livestock only allows service dogs. Service dogs must be under the control of the owner at all times harnessed, leashed, or tethered. The service animal cannot become unruly. Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

Dogs on leashes are allowed at events where the promoter specifically states they are

# Safety

Renter agrees to abide by and comply with directions and instructions issued by Canadian County Staff and security officers. Failure to comply may result in cancelation of present or any future events scheduled, and forfeiture of damage/contract violation deposits.

#### **Decorations**

The following decorations are specifically prohibited at Canadian County—confetti (static and cannons), glitter, stickers, spray paint, liquid paint, burning objects, helium balloons, rice, streamers or poppers. Bubbles and flower petals may be used outside of buildings only. Balloons are allowed in approved areas, they are not permitted to be released outdoors within the Expo & Event Center grounds, but will result in additional charges removal is required from the facilities ceilings. The use of any of the above items, air born effect, powder, smoke, smoking inside or on the premise is an automatic forfeiter of all damage deposits.

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- 1. All decorations and equipment must be delivered and set up on the same day as the event and removed at the conclusion of the event unless other arrangements are premade with the fairgrounds. Canadian County Expo & Event Center reserves the right to bill the sponsoring party for removal of any left items. Please inform your vendors that all pickups and deliveries of goods must be coordinated through the customer to ensure vendor access to building and/or rental space.
- 2. No furniture or decorative objects belonging to Canadian County Expo & Event Center may be moved from their respective positions without the permission of the fairgrounds office.
- 3. Renter is responsible for making arrangements for renting equipment needed for event.
- 4. Nothing may be nailed, tacked, taped, hung, stapled or affixed in any way to the facility, inside or out. All decorations, other than free standing, must be approved by the expo office. In no manner will renter permit any employee, guest or contracted party to deface, damage or otherwise injure Canadian County property or its facility.
- 5. Live flame Candles are not allowed
- 6. Inflatables must have a safe spotting area with impact-absorbing mats and be inspected by the Dept. Of Labor prior to being used.
  - Provide adult supervision for the entirety of the event. Attentive supervision is mandatory. Frequently check to ensure all weight and safety restrictions are being followed. If unsafe weather conditions such as wind, lightning, rain or an unsafe condition is present, remove everyone from the inflatable.
- 7. Canadian County staff does not set up or break down equipment or furniture for the event with the exception of the Canadian County Expo & Event Center owned tables and chairs when setup and breakdown of tables and chairs is billed to the customer. Due to liability, renter and/or caterer must provide adequate staff for set up, event and breakdown.
- 8. Renter is responsible for picking up all decorations at completion of event.

### Security

Canadian County Expo & Event Center retains the right to require El Reno Police,
Oklahoma Highway patrol, overnight watchman or Canadian County Sheriffs at any event

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as determined necessary by the Canadian County Expo & Event Center. Renter is responsible for labor charges incurred by their event. Events involving alcohol may require a CLEET certified security Officer during the service of Alcohol. This security officer may only be scheduled by the Canadian County Expo & Event Center and cannot be provided by the renter.

#### **Event Conclusion**

- 1. Renter agrees to remove all items belonging to the renter at the conclusion of the event (including outside decorations). Canadian County Expo & Event Center is not responsible for any items remaining after the event that belong to the renter or the renter's guests.
- 2. Renter and/or caterer agree to leave facility and grounds "Broom Clean" or in the condition in which they were found when the doors were opened for set-up.
- 3. Tables and chairs must be cleaned and returned to their proper areas and/or racks.
- 4. All decorations, food and drink container products and all trash must be collected in plastic bags and placed in EXPO dumpsters. For all events serving food, Renter and/or Caterer shall collect all trash generated from the event on the night of the event and place it in a nearby dumpster.
- 5. Caterers must leave all food preparation and serving areas neat and clean. This includes, but is not limited to the kitchen and all other surfaces used which have food or spillages, including all floors.
- 6. Renter will reimburse Canadian County Expo & Event Center at cost for the labor, supplies, and/or equipment needed or expended should Canadian County Expo & Event Center find it necessary, in their sole opinion, to do further cleaning, removals or repairs to return the area to its original condition.

#### Arena Floor

 Arena Floors are prepared for event start, any preparations needed during event are the responsibility of the renter. Any additional or special arena material needs required inside any arena are the responsibility of the customer unless otherwise arranged.

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- 2. Water Hoses are provided if additional water is needed on arena during event. Expo Water wagon must have arrangements needed for use during event when booking. Customer is responsible for the proper return of hoses. All in properly returned or un returned hoses incur a fee of \$150 for each occurrence billed to the renter.
- Renter may use the Expo & Event Center Tractor and drag during their event but are responsible for any and all damages and must have provided adequate and up to date insurance binder as well as has consent from the Director before using.
- 4. Stakes mat not be used on any surface made of concrete. On asphalt surfaces, permission is required and, in some instances, may require advance notice to have underground services located. Only the Canadian County Expo & Event Center may engage such services on the premises.

#### Horse Stall use

- Renter agrees they are responsible for Pen and/or stall assignments, use and record keeping of pen and stall assignments. Fines for improper use of the stalls will be issued to the renter of the facility. It's the responsibility of the renter to monitor the use of the Stalls at their event.
- 2. All Events will be charged \$150.00 for each stall unassembled, i.e. removal of panels, boards, screws, etc.
- 3. All events will be charged \$100.00 for each stall with less than two (2) bags of shavings inside the stalls while animals are present.
- 4. All locks and chains must be re-locked to stall door. (Missing locks or chains incur a \$75 charge per each missing lock or chain) No exceptions.
- 5. Use of any Stall/flooring covering other than shavings is not allowed. Its important you let your guest know.
- 6. The open air pavilion provides 96 covered stalls. An additional 96 covered stalls can be placed inside the climate-controlled event center; however, the Canadian County EXPO & Event Center will charge the promoter for any stalls setup in the Event Center as well as the room rental for the Event Center regardless if the promoter uses all the

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stalls or not. In summary, if you want us to guarantee stalls be available in the Event Center, we will require you to pay us for them regardless of use.

- 7. Grass area turn outs, troughs, livestock dividers are not included with the rental of Horse Stalls.
- 8. Horse Stalls and small animal pens are the type of penning solutions the Canadian County Expo & Event Center provides to it's customers unless otherwise mentioned in writing in the renters invoice & contract.
- 9. Renters or guest of the renters are not allowed to setup or provide complete corral panels, stalling or penning solutions on the Canadian County Expo & Event Center grounds unless specified by the EXPO and Event Center.

# Audio/Video and Rigging

- 1. All renters must have written permission within their contract and invoice to use the Audio Visual systems of the Canadian County Expo & Event Center.
- 2. The Arena and Expo hall rentals come with use of (1) microphone included in the rental cost. Additional items are rented at an additional cost and are based on setup needs and equipment needed. If you need anything more than a microphone, you will need an AV tech. AV techs estimated cost is \$350-\$550.
- 3. The pavilion requires an additional rental fee of \$125 to cover the setup of (1) microphone for the pavilion area.
- 4. The renter may not any time plug, unplug or attempt to integrate additional items into the facilities audio-visual systems without consent from the Canadian County Expo & Event Center Staff.
- 5. All rigging must be done by an approved and experience rigging company named by the Canadian County Expo & Event Center. Ask at the time of your rental for rigging company contact information. Unless other wise agreed upon in the renters contract and invoice; there are no lifts provided by the Canadian County Expo & Event Center. Lifts can be rented from WBC equipment rental located in El Reno, OK. Non-skid tires are required inside the Expo Hall.
- 6. Customer is responsible for blown speakers due to improper use of Audio systems.

#### Haul in Arena Use:

- 1. A Haul in rental is as follows: Weekday rental of arenas or facility. No use of Stalls, No over night stays. Customer does not require any special paneling or setup. Customer removes all trash themselves, scoops up large pieces of manure from the indoor arena apron.
- 2. Take home any trash that you bring with you. Leave the arena clean
- 3. The Canadian County Expo & Event Center will not provide water, hay or additional sand.
- 4. All manure must be cleaned up at the time of riding. An additional cleaning fee will be applied to rider if not done
- 5. Do not take or use any bedding or feed

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- 6. Customer may be bumped at any time to accommodate a large event rental using large portions of the facility.
- 7. Clean up manure, hair, and hay around your trailer and grooming area before you leave, as well as picking up any manure in the arena footing.
- 8. Do not park your trailer directly in front of the facility, pavilion, warm up arena or arena entrance. You may park in the large gravel parking lot located on the west side of the facility.
- 9. Dogs must be on leashes.
- 10. Do not use wash racks
- 11. Nature of Agreement; License not Lease. Haul in Arena is, and at all times shall be construed as, a non-exclusive, revocable license to utilize the Facilities in common with others when made available by the Canadian County Expo & Event Center. No lease is intended by either party.

Sign:	Date:
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