

**PACIFIC COUNTY FAIRGROUNDS  
STAGE RENTAL AGREEMENT**

**Receipt#** \_\_\_\_\_  
(Office Use Only)

This Rental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between PACIFIC COUNTY, a Municipal Corporation and (RENTER)

\_\_\_\_\_  
**RENTER-Print Name**

\_\_\_\_\_  
**Contact Phone #**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**ZIP**

EMAIL: \_\_\_\_\_@\_\_\_\_\_

**1. RENTER** hereby rent from Pacific County for the term provided for in this Rental Agreement.

**2. TERM**

- a. The term of this Rental Agreement shall commence on day before your event, no earlier than 3pm \_\_\_\_\_ and shall end on the day following your event, no later than 12pm \_\_\_\_\_. (Pick up date/return date)
- b. Daily rental fee: \$500.00/day

**3. USE**

- a. RENTER shall use the STAGE for intended purpose, used as regular and normal event.
- b. No commercial use or sub lease is allowed by RENTER.
- c. RENTER will obtain and return items to the fairgrounds on agreed upon dates in the rental agreement.
- d. RENTER is responsible and liable for the equipment, all parts and pieces including transportation to and from their venue.
- e. RENTER will replace any damaged or missing parts of the equipment as necessary.

**4. CONDITION & DEPOSIT**

- a. RENTER and Pacific County representative will inspect rental equipment prior to leaving the fairgrounds.
- b. RENTER and Pacific County representative will inspect rental equipment when items are returned to the fairgrounds.
- c. A security deposit of \$1000.00 is required with the payment for rental items, in full, paid at the time agreement is signed.
- d. Deposit is refundable upon the return of the equipment is clean and in good working condition.

**5. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

- a. Indemnification: To the fullest extent permitted by law, the Applicant agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs,

attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the Applicant, its employees, agents or volunteers or Applicant's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with this Agreement; or 3) are based upon the Applicant's use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the Applicant shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the Applicant shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Applicant hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Applicant are a material inducement to COUNTY to enter into this Agreement.

- b. Insurance: Without limiting the Applicant's indemnification of COUNTY, and prior to commencement of the event, the Applicant shall obtain, provide and maintain during the term of this Agreement, policies or insurance of the type and amounts described below and, in a form, satisfactory to the County.
  - i. General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
  - ii. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The Applicant must name the COUNTY as an additional insured. The Applicant agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that the Applicant's liability insurance policy shall so state.

Renters Signature: \_\_\_\_\_

Pacific County Representative: \_\_\_\_\_

**Mail to:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Pacific County Fair - Rentals  
PO Box 142  
Menlo, WA 98561