

EXPO CENTER & Fairgrounds

2015 Event Regulations and Rental Rates

Lake County Expo Center/Fairgrounds

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www.lakecountvfl.gov ~ Department of Public Resources

EXPO CENTER/FAIRGROUNDS EVENT REGULATIONS AND RENTAL RATES

DEFINITIONS

1. "Facilities" as used herein, means the Fairgrounds, Expo Hall, Clements Building, Ashford Building, LaRoe Pavilion, Mayo Building, Farmer's Market ground area, and the Arena, all located at 2101 CR 452, Eustis Florida.

2. "Program Manager" as used in this part, shall have <u>primary</u> responsibility for the operation of the Facilities and shall act for and on behalf of the Board of County Commissioners of Lake County in the management of the Facilities.

3. "License", as used herein, means the written, typewritten or printed permission issued to an applicant by the Program Manager, and includes any amendment or supplement to such permission, as authorized by the Lake County Board of County Commissioners.

4. "Licensee", as used herein, includes any person, organization, association, partnership, business trust, company, or corporation who is granted a License to use any portion of the Facilities.

RESERVATIONS

Persons interested in reserving the Facilities shall contact the Program Manager. Upon receipt of a Request to Reserve the Facilities, the Program Manager shall hold the requested date for the proposed event for a period of thirty (30) days from receipt of the request if the dates are available. The event organizer must pay a License deposit during this thirty (30) day hold in order to secure the Facilities. If the event organizer fails to pay the deposit within the stated time frame, the hold shall be lifted and the date and/or Facilities shall once again be available to other parties.

The Program Manager reserves the right to deny a License for up to sixty (60) days prior to and/or thirty (30) days after another similar event, if in the Program Manager's opinion, there would be an excessive or unfair degree of competition as a result of similar events occurring in the same promotional time period.

RENTAL SCHEDULE

- 1. The following services are included in the Daily Rental Charges, unless otherwise specified.
 - a. Parking spaces for event attendees, electricity, and water. Additional charges may be imposed for extended use of any parking area, or for use of a parking area as part of the event itself other than for attendee parking.

b. Use of available public address facilities, excluding the Arena.

2.	Dailv rental	charges shall be as follows:

Expo Hall, 100' x 150'	\$350.00
*Electric Surcharge Per Day	\$150.00
Ashford Building, 50' x 140'	\$125.00
Clements Building, 60' x 125'	\$140.00
*Electric Surcharge Per Day	\$75.00
LaRoe Pavilion, 70' x 225'	\$140.00
	+=0.00
Mayo Pavilion, 50' x 60'	\$70.00
Farmers' Market Grounds	\$150.00
	\$450.00
*Electric Surcharge <i>Per Day</i>	\$100.00
	* ****
Total Facilities	\$900.00
No building space, includes LaRoe & Mayo Pavilion	
Front Parking Lot	\$600.00
1/2 of Front Parking Lot	\$340.00
Side Parking Lot	\$220.00
60' x 80' Area By Marquee	\$65.00
RV Electric Plugin	\$35.00

ADDITIONAL CHARGES

- 3. Cleaning Fees: Licensee agrees to pay \$45.00 per hour for cleaning services, or Licensee may provide their own cleaning service.
 - a. Fifty percent (50%) of the estimated charges for the event, including the estimated cleaning fees, shall be payable upon execution of the contract. Balance of all estimated charges shall be payable no less than fourteen (14) days prior to the scheduled event. Additional cleaning fees, if any, will be billed to Licensee after the event.
 - b. If Licensee elects to provide its own cleaning services, and fails to do so within a reasonable time, as determined by the Program Manager, the Program Manager shall direct County personnel to clean the Facilities, and Licensee shall be billed accordingly.
- 4. Daily Equipment Fees: Licensee shall pay daily equipment charges as follows:

Chairs	\$0.35
Tables	\$5.00

- 5. Set-up Fees: Event setup shall be made during regular business hours. ANY OVERTIME INCURRED BY COUNTY EMPLOYEES AS A RESULT OF THE EVENT SHALL BE BILLED TO LICENSEE AT \$14.50 PER HOUR.
- 6. Security Deposit: A refundable deposit in the amount of \$500 shall be charged for each event which shall cover unanticipated charges or damages. If unused, the refundable deposit shall be returned within twenty (20)

days of the conclusion of the Event. The refundable deposit amount may be waived by the County if the Licensee has a demonstrated business relationship with the County and is in good standing. A demonstrated business relationship is one in which a party has (1) rented the Facility in the past on a regular basis, and (2) has timely paid all charges in full, including any post-event assessed damage charges.

PAYMENT OF FIXED RENTAL RATES

Fixed Rental Rates, plus any additional charges, shall be paid in full prior to the event. Final invoices shall be sent to the Licensee requesting payment for any costs incurred by the County due to the event. Licensee shall pay the final invoices within five (5) days of the date of the invoice.

OCCUPANCY

Facility usage shall not exceed the established occupancy capacity limits. Established capacity is subject to change depending upon the nature of the event or the performance, or other event(s) occurring on the Premises at the same time. Final verification of the established capacity of the Facilities must be obtained from the Program Manager.

SPECIAL SETUP REQUIREMENTS

The Daily Rental includes normal Facilities set up. Normal setup includes the arranging of tables and chairs for the event.

If Licensee requires specialty equipment or special setup, Licensee shall make a written request to the County for authorization to conduct any special setup or to bring any specialty equipment into the Facilities. Upon receipt of written authorization from the County, the Licensee may proceed with the special setup. Licensee shall be solely responsible for the costs associated with any specialty equipment or special setup that Licensee arranges.

REHEARSALS

Licensee shall notify the Program Manager at least thirty (30) days prior to the event of the exact dates and times Licensee requests access to the Facilities for set up or rehearsals. Unless the Licensee has specifically reserved the Facilities for setup or rehearsal in the License agreement, requests for access to the Facilities for the additional time shall only be honored when the Facilities are not reserved for use by another party. Licensee may be charged an additional fee for any use of the Facilities not reserved under the License. The additional fee shall not exceed fifty percent (50%) of the Daily Rental Rate for the Facilities

INSURANCE REQUIREMENTS

Unless otherwise approved in writing by the Program Manager, Licensee shall, at its own cost and expense, promptly procure, pay for, and maintain a policy of insurance in a company or companies acceptable to the County, protecting and insuring the County against any and all of the foregoing, with the following limits:

General Liability:	\$1,000,000/\$1,000,000
Each Occurrence/General Aggregate	

Products & Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Worker's Compensation	As required by law

Licensee may be eligible to purchase insurance through the County's Tenants' and Users' Liability Insurance Policy (TULIP). Please contact the Program Manager for more information. *See also Concessions, Catering or Alcoholic Beverages.

Licensee will be required to furnish an appropriate certificate of insurance showing that there is in effect, and will remain in effect, throughout the term of the License, the insurance coverages as shown herein, written by an insurer authorized to do business in the State of Florida. The County shall be listed as an additional insured with Licensee, said insurance to provide the above stated minimum coverage. If Licensee has company or personal automobiles or has employees on the premises for purposes of conducting the Event, the insurance certificate reflect liability must auto and workers' compensation insurance, as well as general liability as indicated on the sample insurance certificate.

Appropriate certificates of insurance shall be furnished to the Program Manager sixty (60) days prior to the event.

The Program Manager may require other types of insurance if deemed necessary to protect the interests of the County, depending on the nature of the event, including additional coverage for participants.

SECURITY AND SAFETY PERSONNEL

Licensee shall employ, at Licensee's expense, such security and safety personnel as required by the City of Eustis, or by the County if the County's requirements are greater. Licensee shall provide to the County no later than sixty (60) days prior to the Event: (a) estimated number of attendees; (b) type and number of restroom facilities to be provided; and (c) a parking plan. Where conflict arises with respect to the security and safety personnel required and/or approval of the same, final authority in such matters shall rest with the County. Licensee shall comply with the security requirements of Section 3-7, Lake County Code, as it pertains to the provision of alcoholic beverages on County's property. If the County determines that that the Licensee has not provided the required security and safety personnel, the County may immediately terminate this Contract for cause, and take any and all steps necessary to cease all of Licensee's activity at the Facilities.

<u>CONCESSIONS, CATERING OR ALCOHOLIC</u> <u>BEVERAGES</u>

Licensee shall disclose to the County at the time of execution of the License if Licensee's event includes the offering of concessions, catering and/or the sale of alcoholic beverages. If Licensee intends to offer alcoholic beverages at the event, Licensee shall comply with the requirements of Section 3-7, Lake County Code, including but not limited to having the required beverage liquor license from the State of Florida, and having the required liquor host liability insurance. The County reserves the right at all times to prohibit the sale or dispensing of any item deemed to be contrary to public policy, or not in the best interests of Lake County. If at any point in time the County determines that the Licensee has not complied with Section 3-7, Lake County Code, the County may immediately terminate this Contract for cause, and take any and all steps necessary to cease all of Licensee's activity at the Expo Center/Fairgrounds facility.

DAMAGE TO FACILITIES

Every Licensee shall further agree to pay for any and all damages to the Facilities, and damage to or loss of any property or equipment belonging to the County, and/or any other County property resulting from the occupancy and/or use of the Facilities by the Licensee, or by the negligence or other acts or omissions of Licensee, Licensee's agents, employees, or any person or persons participating in, or attending the performance, attraction or fair in connection with or during said user's occupancy and the joint action of Licensee and any other persons.

Further, no materials will be attached to any part of the buildings or Facilities in a manner which would damage the buildings or Facilities. Written approval must be obtained from the Program Manager prior to the use of any flammable or explosive materials. All decorations shall conform to applicable City, County or State regulations or laws.

PATENT, TRADEMARK OR COPYRIGHT <u>INFRINGEMENT</u>

Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the License; and Licensee agrees to indemnify and hold harmless the County from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Licensee or its performers or exhibitors in connection with this License and will defend the County from any such suit or action, whether it be groundless or fraudulent.

SUBLICENSE

The Licensee shall not assign or sub-license to others the space covered by the License without the prior written consent of the Program Manager.

ADVERTISING

Licensee shall be allowed to post signs on the premises beginning one (1) week before the event; provided, however, that all signage shall be posted on bulletin boards and marquees provided on the premises for such use. Informational and directional signs may also be posted by Licensee so long as the posting of such signage does not damage the County's buildings or property. All advertising must relate to the event taking place on the premises. Advertising on the grounds must have prior written approval of the County and may not be distributed or circulated in parking facilities or sidewalks adjacent to the facilities.

PROHIBITED USE OF PREMISES

The following uses are strictly prohibited on the Premises unless License has received written authorization from the Program Manager:

- Maintenance on any type of engine, motor, or other machinery
- Use of any gas, electricity, flammable liquid, explosives or chemicals within the enclosed buildings of the Facility
- Gas or internal combustion operated vehicles within the buildings
- Blocking of sidewalks, entries, passageways, doors, aisles, vestibules, or ways of access to the public utilities of the premises
- Blocking of any windows, ventilators or lighting fixtures
- Using any other portion of the Facilities as ingress or egress other than those areas designated for such purposes.
- Making any electrical connections without using properly licensed personnel
- Use of any County owned equipment by persons other than County personnel
- Use of any of the Facilities later than 12:00 PM midnight
- Camping or staying overnight on the Premises
- Smoking in any enclosed area

*Form approved by LCBCC: 10/28/14. Revised: 9/29/2015