

HALIFAX COUNTY EVENT CENTER/FAIRGROUNDS
1050 Mary Bethune Street
P. O. BOX 699
HALIFAX, VIRGINIA 24558
TELEPHONE (434) 476-3300 FAX (434) 476-3384

APPLICATION/ CONTRACT FOR USE

APPLICANT IS TO COMPLETE ITEMS 1-15

1. Name of Organization: _____
2. Date application submitted: _____
3. Is Organization a legal entity, such as a corporation or LLC? _____ (If yes, make sure full legal name is provided above).
4. Address of Organization: _____

5. Telephone Number: _____
6. Name of Applicant/Representative of Organization: _____

7. Address of Representative: _____

8. Date(s) Fairgrounds to be used: _____
9. Times Fairgrounds to be used: _____

10. Purpose for which facility is to be used: _____

11. Estimated Attendance: _____
12. Will there be an admission charge? _____. If yes, how much per person? (specify any difference in admission based on age) _____

13. Do you intend to serve alcohol? _____. If so, what types? _____

14. Area (s) requested: Exhibit Hall Grandstand Livestock Bldg

15. Grounds (be specific) _____

I certify that I am the duly elected or appointed representative of the organization aforementioned and have the authority to reserve the Facility for uses by this organization. I have been provided with Rules and Regulations regarding use of the Fairgrounds and by signature below do hereby agree to abide by all rules/regulations as established.

Signature of Applicant

Date: _____

ATTACHMENTS: Failure to provide attachments prior to use of facility will result in the termination of agreement and forfeiture of any security deposit or other fees.

- Certificate of insurance as indicated per license agreement
- Copy of food booth health permit application
- Copy of Virginia ABC license

FEE SCHEDULE (COUNTY RESIDENTS):

	<i>Daily</i>	<i>Weekend</i>	<i>Weekly</i>
Grounds (Midway /Tractor Pull)	\$495	\$715	\$960
Grandstand	\$1260	\$1900	\$2530
Exhibit Hall	\$770	\$1180	\$1595
Livestock Building	\$495	\$715	\$960
Inclusive (all of above)	\$1925	\$2850	\$3150
Camping sites	\$35 daily or \$500 monthly.		

Set-up Days \$120 daily (Provided no conflict with a previously approved license)

FEE SCHEDULE (NON-COUNTY RESIDENTS):

	<i>Daily</i>	<i>Weekend</i>	<i>Weekly</i>
Grounds (Midway/Tractor Pull)	\$825	\$1210	\$1650
Grandstand	\$2200	\$3300	\$4400
Exhibit Hall	\$1320	\$2035	\$2750
Livestock Building	\$825	\$1210	\$1650
Inclusive (all of above)	\$3300	\$4950	\$5500
Camping sites	\$35 daily or \$500 monthly.		
Set-up Days	\$245 daily (Provided no conflict with a previously approved license)		

TOTAL FEES: _____

Retainer (due at application) _____
25% of total cost

Security Deposit* _____

BALANCE DUE _____

***Applicant, upon request, may conduct a “walk-thru” prior to event. Following inspection of the facilities/grounds within three working days after scheduled event, security deposit will be returned to Applicant within 30 days.**

FOR USE BY COUNTY:

Application is Approved Disapproved

Comments (See Below):

Reviewed by _____
County Administrator

Date: _____

Event Center/Fairgrounds License Agreement

This License Agreement is made and entered into by and between the County of Halifax, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "COUNTY", and _____, _____, hereinafter referred to as "LICENSEE".

WHEREAS, LICENSEE has applied to use certain of the property and facilities at the Halifax COUNTY Fairgrounds ("Fairgrounds") for certain purposes enumerated in its Application and described below, hereinafter referred to as the "Event"; and

WHEREAS, the COUNTY is willing to license LICENSEE to utilize the property and facilities at the Fairgrounds for the Event under the terms and conditions stated herein and the rules and regulations that are generally applicable to the use of the Fairgrounds.

NOW THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties hereby agree as follows:

1. Application; Rules and Regulations. The Licensee's Application (including attachments thereto) is attached hereto as Exhibit 1 and the terms and conditions of the application are incorporated herein by reference. The generally applicable rules and regulations promulgated by the COUNTY with respect to the use of the Fairgrounds also are incorporated into this Agreement by reference.

2. Description of Event (including nature and time of event, facilities at the Fairgrounds to be used, number of expected attendees, and other important details, if not already included in Application). _____

3. LICENSEE Obligations. In consideration for the right to use the Fairgrounds, LICENSEE will be responsible for the following:

- a. LICENSEE will abide by all State and Federal laws and regulations and all COUNTY ordinances, policies, rules and regulations;
- b. LICENSEE will be solely responsible for (and indemnify and defend COUNTY under Section 8 for) any and all personal injuries and property damage that arise from the Event or LICENSEE's use or presence on the Fairgrounds;

- c. LICENSEE will be solely responsible for (and indemnify and defend COUNTY under Section 8 for) any and all personal injuries and property damage caused by the errors, acts or omissions of its employees, agents, members, guests, and/or invitees, whether or not during the Event or on the Fairgrounds property;
- d. LICENSEE will remove any and all debris and trash from the Fairgrounds, clean the Fairgrounds after the Event, and return the Fairgrounds to the COUNTY in the same or better condition than immediately prior to the Event;
- e. LICENSEE has indicated that it will ____/will not ____ serve alcohol. If applicable the ABC licenses/permits will be submitted to the COUNTY for inspection prior to the Event.
- f. LICENSEE has indicated that it will ____/will not ____ have food booths. If applicable the Food Booth Permits will be submitted to the COUNTY for inspection prior to the Event.
- g. LICENSEE will be responsible for any and all taxes, licenses, and permits that may apply to it, its proposed use of the Fairgrounds, or the Event;
- h. LICENSEE will be responsible for maintaining and providing proof to the COUNTY by way of a certificate of liability insurance for general liability insurance coverage in the amount of at least \$1,000,000 which shall name the COUNTY (including the Board, the Committee, and any and all employees, agents or members of the COUNTY, Board of Supervisors, or Fairgrounds Committee) as an additional insured;
- i. If applicable, LICENSEE will be responsible for maintaining and providing proof to the COUNTY by way of a certificate of insurance for alcohol/liquor liability insurance in the amount of at least _____ which shall name the COUNTY (including the Board, the Committee, and any and all employees, agents or members of the COUNTY, Board of Supervisors, or Fairgrounds Committee) as an additional insured; and
- j. If applicable, LICENSEE will be responsible for maintaining and providing proof to the COUNTY by way of a certificate of insurance for automobile insurance in the amount of \$300,000/\$500,000 and workers' compensation and employers' liability insurance in the amount required by law; and
- k. LICENSEE will be responsible for implementing any security as follows: _____

_____.

3. Total License Fee. The Total License Fee for the license granted herein is _____. The LICENSEE pre-paid _____ ("Initial Fee") at the time of the Application. The remainder of _____ ("Remaining Fee") shall be paid on or before _____, 20_____, or the Event shall be cancelled by the COUNTY.

4. Security Deposit. The LICENSEE paid a security deposit of \$ _____. The security deposit shall be retained by the COUNTY until an inspection of the Fairgrounds is conducted by the COUNTY after the Event. The COUNTY will use the security deposit to pay for property damage or expenses incurred by the COUNTY as a result of LICENSEE's use of the Fairgrounds. If the amount owed to the COUNTY for damage or expenses (including personnel

expenses for cleaning) is less than the amount of the security deposit, then the remainder shall be reimbursed to the LICENSEE. If the amount owed to the COUNTY for damage or expenses (including personnel expenses for cleaning) exceeds the security deposit, then the LICENSEE shall be responsible for those amounts and the COUNTY shall invoice the LICENSE for those amounts.

5. Term and Termination. This Agreement shall be in effect from the date of the COUNTY's signature, throughout the end of the aforementioned Event; provided, however, that this license is revocable by the COUNTY at any time, in its discretion, if Licensee fails to comply with any provisions stated or incorporated herein. LICENSEE may terminate prior to the Event, provided that LICENSEE will forfeit the Initial Fee if it fails to provide notice of cancellation at least thirty (30) days prior to the date of the scheduled Event. It also will forfeit the security deposit to the extent that the COUNTY has incurred any expenses or damages as a result of LICENSEE's application and preparation for the Event.

6. No Warranties; Limitation of Remedies. The COUNTY makes no representations or warranties as to the condition of the Fairgrounds. The Fairgrounds are being provided as is and the LICENSEE has been afforded an opportunity to inspect the Fairgrounds and make its own determination as to whether the Fairgrounds are suitable for its purposes. The COUNTY specifically disclaims any warranty that the Fairgrounds are fit for the particular use or purpose that the LICENSEE proposes. The COUNTY shall not, under any circumstances, be liable for indirect, consequential or incidental damages to LICENSEE. Further, the maximum liability for COUNTY to LICENSEE under any circumstances shall be capped at the Total License Fee paid by LICENSEE to COUNTY for the license granted herein.

7. Police Powers. The parties recognize and agree that the COUNTY is a political subdivision with certain rights and obligations, including the right and obligation to use its police powers under certain circumstances. The use by the COUNTY of its police powers or any other powers shall not, under any circumstances, be considered a breach of this Agreement, even if the COUNTY temporarily or permanently shuts down the Event, in all or in part.

8. Indemnity. LICENSEE shall indemnify, defend, and hold harmless COUNTY, and its officers, directors, supervisors, employees and agents, from any and all liability, claims, damages, losses, costs, obligations and expenses (including but not limited to reasonable attorneys' fees) asserted by third parties arising from or incurred as a result of (i) LICENSEE's use, occupation, or presence upon the Fairgrounds; (ii) LICENSEE's Event; (iii) any third party's participation in or attendance at LICENSEE's Event; or (iv) any errors, acts or omissions of LICENSEE's employees, agents, members, guests, and/or invitees, whether or not during the Event or on the Fairgrounds property, whether such claim, loss, liability, damage, obligation, expense, and/or cost arises in tort, contract, or other theory.

9. Independent Contractors. The parties hereto are independent contractors and are not agents, partners, or joint venturers. Neither party shall have the ability to bind the other to any contract and neither party shall hold itself out to any third party as having the right to bind the other party to any contract. None of the personnel under contract to, employed by or volunteering for LICENSEE will be deemed in any way to have any contractual relationship with

the COUNTY whatsoever. LICENSEE will be solely responsible for the conduct of its employees, personnel and agents in connection with their performance of LICENSEE's obligations hereunder.

10. Force Majeure. No party shall be responsible for circumstances beyond its reasonable control, such as acts of God, weather delays, governmental restrictions, or unforeseen delays. If the Event is postponed due to inclement weather or other conditions beyond LICENSEE's control, it may reschedule for another time, subject to the availability of the Fairgrounds. If an Event postponed by an event of force majeure cannot be rescheduled to a mutually convenient time, then the Total License Fee shall be reimbursed to the LICENSEE. For the purposes of this section, business issues related to the LICENSEE's operations (such as ticket sales or cancellation by vendors or artists) will not constitute an event of force majeure.

11. Notices. All notices required or permitted hereunder will be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

If to LICENSEE

If to COUNTY:

County Administrator
1030 Mary Bethune Street, Suite LL1
P. O. Box 699
Halifax, VA 24558

12. Assignment. This Agreement is not assignable in whole or in part by any party hereto in the absence of the prior written consent of the other party.

13. Entire Agreement. This Agreement (including all documents referenced and incorporated herein) contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications or representation whether oral or written. This Agreement may not be amended, altered, modified or changed except by a writing signed by both parties hereto.

14. Choice of Law; Venue. This Agreement shall be interpreted in accordance with and controlled by the laws of the Commonwealth of Virginia, without regard to the conflict of law provisions thereof. Any dispute between the parties shall be resolved in the court of competent jurisdiction in Halifax County, Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

For COUNTY:

Signature

Title

Date

For LICENSEE:

Signature

Title

Date