



## ESSEX COUNTY FAIRGROUNDS RULES & REGULATIONS

1. The use hereby granted shall be non-exclusive, does not constitute a lease of such facilities, and the County maintains the sole interest in and exclusive control of the premises and said facilities. County functions shall supersede all uses by non-County groups, and the uses(s) approved hereby shall occur only when the building/equipment/facility is/are not in use for County purposes.
2. The person signing the application and the Organization (hereinafter referred to as the "User") shall each be jointly and severally liable for (a) full compliance with all rules, regulations, policies and requirements established and/or imposed by County, (b) payment of all fees, expenses and costs charged, and (c) ensuring that immediately following the use the building/equipment/facility and/or grounds are left in the same condition as existed immediately prior to such use.
3. The person in charge of the use shall be present before the use is to begin, and shall remain until all users have left County property.
4. The applicant is solely responsible for the preservation of order during the approved use by all users and those who are attracted to the use, and shall be required to provide crowd control measures inside and outside the building/facility during the time of the approved use.
5. Whenever the anticipated number of users or spectators make it necessary, in the opinion of the Superintendent of Public Works (DPW), to require the services of police, fire police or other safety personnel, the DPW Superintendent shall require the same and the applicant shall pay all costs thereof.
6. The number of persons admitted as users and spectators shall not exceed the capacity of the building/facility requested.
7. Smoking, as well as the unauthorized possession and use of alcoholic beverages, are **STRICTLY PROHIBITED** on County property and in County buildings and facilities unless authorized by DPW.
8. All electrical equipment, and arrangements therefor, shall be under the direction and control of the DPW Superintendent or her/his designee. When special lighting or electric equipment is needed, arrangements must be made in advance with the DPW Superintendent. All costs and charges incurred for the applicant's use of approved electrical equipment and/or hook-ups shall be paid solely by the User.
9. No County furniture, fixtures or equipment, may be moved without the specific permission of the DPW Superintendent.
10. No equipment, furniture, scenery, props, etc. shall be stored in or upon County property without the written consent of the DPW Superintendent. The User shall be solely responsible for the safety and security of any such property stored and shall not hold County responsible for any loss or damage thereto.
11. All personal property of the User shall be removed from County property once the use is completed, and any property not so removed will be at the User's risk. All personal property left on County property shall be disposed of ten days after completion of the use.
12. The sale or service of food and/or non-alcoholic beverages shall not be allowed except upon specific written permission of the DPW Superintendent. The County reserves the right to refuse to allow food and/or beverages to be served and/or sold.
13. Decorations shall not be permitted without the prior arrangements being made through the DPW Superintendent.
14. All users shall comply with all laws and County policies governing use of County property and facilities as well as the conduct of persons therein and thereon.
15. **INSURANCE:** (a) Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the User hereby agrees to effectuate the naming of the County as certificate holder AND unrestricted additional insured on the user's insurance policies, with the exception of workers' compensation.
  - (a) User and any and all sub-contractors of User shall comply with the insurance requirements set forth at Appendix A attached hereto and made a part hereof.
  - (b) The User is to provide the County with certificates of insurance, and, if requested, a copy of their insurance policy evidencing the requirements set forth at Appendix A attached hereto and made a part hereof upon execution of this permit.
  - (c) User shall provide sub-contractors insurance certificates at least fifteen (15) days prior to any sub-contractor performing any function on the property.
  - (d) In the event that the insurance of the User or its sub-contractors is insufficient, User or sub-contractors shall remedy such deficiencies. In the event there is a failure to remedy such deficiencies, this contract shall be rendered null and void by County.

(e) User acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. The User is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the use of facilities.

16. To the fullest extent permitted by law, and notwithstanding any insurance requirements, the User shall indemnify, hold harmless and defend the County from and against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind and nature, sustained by any person or persons, including but no limited to the User, its officers, employees, agents, contractors or sub-contractors, guests and invitees, occurring during the term of User's use and occupancy within or on any portion of the subject premises arising directly or indirectly from User's use hereunder.

17. User further agrees:

- (a) to take and use the premises "as is" and acknowledges that:
  - (1) no representations have been made by the County as to the condition of the property; and
  - (2) User has inspected the premises prior to the execution of this agreement and accepts the same as being fit and suitable for User's purposes; and
  - (3) User assumes all liability and responsibility for the condition of the premises during the term of this permit.
- (b) that User shall not make any alterations, changes or modifications to the property without the express prior written consent of the County, except that User is hereby authorized to set up tables and merchandise displays, and User shall and does assume all responsibility and liability for any and all such items; and
- (c) to comply with all applicable Federal and State Laws, rules and regulations governing User's use of the premises for the purposes intended by User under this agreement; and

- (d) not to commit or allow to be committed any waste on the premises; and
- (e) not to create or allow any nuisance to exist on the premises; and
- (f) not to use or allow the premises to be used for any unlawful purposes; and
- (g) to be solely responsible for providing all safety equipment to and supervision of the participants and invitees in User's operations throughout the entire term of this agreement, it being agreed by User that the County has no responsibility or obligations whatsoever pertaining thereto; and
- (h) to be solely responsible for securing, maintaining and paying for any and all insurance upon User's property and equipment, of whatever nature and wherever situated, used by User in connection with User's use of the premises under this agreement, and the County shall not be held responsible for any claims or damage thereto, including theft; and
- (i) that the County shall have the right to revoke or terminate this permit immediately in the event of User's failure to comply with the terms of this permit; and
- (j) to be solely responsible for all clean-up and removal of any and all debris generated by reason of User's use of the premises under this agreement, and such clean-up and removal shall be performed at User's sole cost and expense; and
- (k) to be solely responsible for restoration or repair of damage to the premises as a result of User's use thereof to be paid solely by the User. It is understood and agreed by the parties that any and all repairs and restoration shall be of a nature and extent such as to restore the property to the condition that it was in prior to User's use of the premises under this agreement; and
- (l) to promptly report in writing to the County all damages to the property of the County or of others, or of injuries incurred by any person(s) including employees of the User, in any manner relating, either directly or indirectly, to this permit.

18. This agreement shall be construed in accordance with the Laws of the State of New York. This agreement may not be assigned, sub-contracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the User, without the prior written consent of the County; and any attempts to do so without the County's written consent are null and void.

**I/We agree to abide by and comply with all rules, regulations, policies and requirements established and/or imposed by Essex County, in the event this application is approved. It is understood and agreed that the use applied for, if approved, may be terminated at any time by Essex County. I/We agree to leave the premises clean and free from garbage.**

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## APPENDIX A

### INSURANCE REQUIREMENTS - USE OF FACILITIES

#### A. COMMERCIAL USERS

- I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:
  - **Commercial Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate
- II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:
  - (a) the naming of the County as an "additional insured as funding source for contract services" on the insurance policies, or
  - (b) the inclusion of a contractual liability endorsement cover the Contractor's contract with the County.
- III. The policy/policies of insurance furnished by the Contractor shall:
  - be from an A.M. Best rated "A" New York State licensed insurer; and
  - contain a 30-day notice of cancellation
- IV. The Contractor agrees to indemnify the County for any applicable deductibles.
- V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to a liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.
- VI. All certificates of insurance will provide 30 days notice of the County of cancellation or non-renewal.
- VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.
- VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.
- IX. The County, its Board, employees and volunteers shall be listed as an additional insured on a primary and non-contributory additional insured on the insurer's policy. A copy of the actual additional insured endorsement with the certificate must be included.
- X. The failure of the County to object to the contents of the certificate of insurance or the absence of it shall not be deemed a waiver of any rights and all rights held by the County.

**B. INDIVIDUALS:**

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

→ **Homeowners Insurance**

Liability: \$300,000.00 Limited Liability

Policy shall not exclude the off-premises activities of the insured

The hereinabove sections II through IX shall also apply.

**C. EXCEPTIONS:**

In the event that individuals or permittees are unable to obtain commercial general liability insurance or coverage under their homeowners insurance at a reasonable and cost effective rate, the County may waive the provision of insurance by the contractor, however, in such a case, the contractor, to the full extent permitted by law, and notwithstanding any insurance requirements, shall indemnify, hold harmless and defend the County from and against any and all losses, claims, actions, demands, damages, liabilities or expenses, including, but not limited to, attorneys fees and all other costs of defense up and through appeal by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to the person, property or any other kind in nature, sustained by any person or person, include, but not limited to, the user, its officers, employees, agents, contractors or sub-contractors, guests and invitees, occurring during the term the users use the occupancy within or on any portion of the subject premises alleging directly or indirectly from the users use hereunder.