LANGLADE COUNTY FAIRGROUNDS
POLICY AND PROCEDURES MANUAL

Introduction

The purpose of this Manual is to set forth the policies and procedures that apply to the use of the Langlade County Fairgrounds. This Manual includes an Appendix and all information contained in the Appendix is incorporated by reference herein. The County reserves the right to revise these policies and procedures at any time.

Fairgrounds Oversight

The Forestry & Recreation Committee hereafter the Committee and the Forestry Parks & Recreation Department here after the Department has been delegated the following responsibilities: market and promote the use of the Fairgrounds; oversee the licensing and scheduling of the Fairgrounds; establish and revise the policies and procedures for using the Fairgrounds, including fees; resolve conflicts regarding scheduling and billing; and make recommendations for Fairgrounds improvements. Actions of the Department are subject to review by the Committee.

Fairgrounds Scheduling

Requests to schedule the Fairgrounds can be made by calling (715) 627-6300, via email at cbrauner@co.langlade.wi.us, or submitting a request in person at the Forestry, Parks & Recreation Department Office located at the Fairgrounds. In order to provide sufficient time to process requests to use the Fairgrounds, it is recommended that the request be submitted two months prior to the date of the event. A SIGNED LICENSE AGREEMENT IS REQUIRED TO RESERVE A DATE ON THE FAIRGROUNDS CALENDAR. License agreements will not be issued more than 12 months before the event. A prepayment of 50% will be required a minimum of 14 days prior to the event date. Langlade County reserves the right to request additional deposits as a guarantee for any costs associated with the use of the Fairgrounds.

In the development of the Fairgrounds Calendar, scheduling preference will be granted as follows: to events scheduled by the Langlade County 4-H youth development program; to the Langlade County Fair; to anchor users as determined by the Committee; to a user/licensee in good standing to reserve the same event date (day of the week) for the following year. Requests submitted by a new user are scheduled at the discretion of the Department on a first come, first serve basis.

The Department and Committee reserve the right to hold open the "available" status for certain priority dates on the Fairgrounds Calendar for a specified period of time in order to provide opportunities to promote and market the Fairgrounds. The Department reserves the right to grant scheduling preferences, such as: to local users (local residents and organizations), to fund-raising events for non-profit organizations, to events that utilize the services of local civic and social organizations, and to multiple events scheduled by the same user within the same calendar year.

Racetrack Scheduling

A minimum of 10 days advance notice is required in order to schedule an event at the racetrack. Once an event at the racetrack has been scheduled, then no other event may be scheduled at the racetrack a minimum of 4-days before the event to allow a sufficient period of time for track preparation and 2 days after the event to allow time for track clean-up.

Event Cancellations

If the Department receives a written request to cancel a scheduled event at least 21 days prior to the event date, then the user will receive a full refund of the scheduling deposit. If an event is cancelled due to circumstances beyond the control of the event sponsor (such as inclement weather renders the grounds unsuitable for an outdoor event), then the scheduling deposit may be refunded at the discretion of the Committee. If an event is cancelled without the required prior notice or in the absence of extenuating circumstances, then the scheduling deposit will be forfeited.

Classification of Users and Fees

Any individual or organization requesting use of the Fairgrounds and/or buildings will be classified by Langlade County as either a commercial or non-profit user. *(For more information see Fairgrounds Fee Schedule Appendix.*

License fees are established based upon the following use classifications:

"Non-Profit": Any group organized as a nonprofit organization under Chapter 181 of Wisconsin Statutes, a charitable trust under Chapter 701 of Wisconsin Statutes, or an organization which qualifies for tax-exempt status under the Internal Revenue Code Section 501(c)(3). A group may qualify for non-profit status regardless of whether the requested use of the Fairgrounds is intended to generate a profit. Any user requesting non-profit classification may be required to furnish proof of non-profit status to the Department.

"Commercial": Any individual or group that does not qualify for non-profit status regardless of whether the activity is intended to generate a profit.

"Exempt": Any organization that enters into an agreement with the County approved by a resolution of the County Board of Supervisors and signed by the Chairman of the Board and County Clerk allowing for exemption from the established fee schedule.

4-H Leaders Association (4-H Youth Development program) is exempt from all licensing, fees and insurance requirements, but shall be responsible for all other requirements set forth herein.

All County Departments and County Sponsored events shall be exempt from all licensing, fees and insurance requirements, but shall be responsible for all other requirements set forth herein.

Facilities Available

The facilities and equipment available for licensed use at the Langlade County Fairgrounds,

include a one-half mile oval racetrack (clay surface) with grandstand, lighting and pit area; high capacity well; multi-purpose building; livestock pavilion; exhibition building; commercial building; portable stage; beverage serving area; kitchens and serving areas; stable and arena; toilet and shower facilities; and on-site and off-site parking areas. For more information on the facilities available for a licensed use, see Fairgrounds Brochure (Appendix).

Keys to access facilities shall only be issued upon completion of the Key Request Form (Appendix).

License to use Fairgrounds

A License issued by the Department is required to use the Fairgrounds. As specified in the License, the user is granted authority to engage in certain activities at the Fairgrounds, including the set up for an event and clean-up after the event date. During the scheduled event date(s), the Licensee shall have the right to refuse admission to an event attendee for any non-discriminatory reason and/or to revoke permission for an event attendee to remain on the premises subject to the License. At all times, the Licensor (Langlade County, its officials, employees and agents) has the right to access the Fairgrounds. (See: License Agreement, Appendix).

The License to use the fairgrounds is revocable and therefore no Licensee shall have a claim for damages arising from cancellation, suspension, or revocation. In the event of termination, Licensee's sole remedy shall be limited to the return of prepaid fees for unused time, if and to the extent required by County policy. Licensee assumes the risk that use of the Fairgrounds may be canceled or altered due to governmental action.

The License does not convey any property interest, leasehold, tenancy or any other interest in real property. The License does not grant any vested right to continued or future use of the Fairgrounds. The County government retains the right to revoke or suspend the privileges granted by the License Agreement upon exercise of its legislative and administrative authority: for protection of public health, safety or welfare; compliance with law or policy changes; reallocation of public resources; or governmental use of the Fairgrounds.

License Conditions

Assumption of Risk: The Licensee assumes any and all foreseeable and unforeseeable risks associated with and/or related to the licensed use of the Fairgrounds, including but not limited to personal injury, property damage or loss, and loss of life.

Damage to Buildings, Grounds, Equipment: Licensee shall be responsible for the costs to repair any damage to the Licensor's facilities, grounds or equipment during the Licensee's use of the Fairgrounds. All users of the Fairgrounds and facilities are liable for damages and must take reasonable precautions during their scheduled events to maintain law and order and avoid property damage.

Waiver of Liability: While the License is in effect, Langlade County, its officers, employees and agents shall not be liable for any damage to the personal property. Licensee acknowledges that the personal property is not covered by the County's insurance and all risks relating to the presence of Licensee's property on the Fairgrounds shall be borne by the Licensee.

Indemnification and Hold Harmless: Licensee shall indemnify and hold the County harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Licensee, or Licensee's agents, and from all loss or damages by reason of such acts or omissions.

Limitation of Liability: LANGLADE COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND THAT MAY ARISE FROM A LICENSED USE OF THE FAIRGROUNDS.

Disclaimer of Warranties: The County disclaims any warranties that the buildings, grounds and equipment at the Fairgrounds are fit for any particular purpose. It is the sole responsibility of the Licensee to inspect the Fairgrounds facilities prior to licensed use. All buildings, grounds and equipment are accepted for licensed use "as is". Licensee shall be responsible to verify the capacities of facilities (occupancy, seating capacity) so as to not oversell an event.

Insurance: Licensee shall maintain insurance coverage for all its activities at the Fairgrounds in the amounts specified in the *INSURANCE REQUIREMENTS* (Appendix) incorporated by reference herein. Licensee further agrees to name "Langlade County" as an additional insured on the insurance policy and file proof of insurance with the Licensor prior to the scheduled event. To the extent that any claim arising out of the Licensee's activities is not covered by insurance, Licensee shall be personally responsible for these expenses. If alcoholic beverages will be sold during the event, it is the responsibility of the licensee to verify insurance coverage for this activity.

Compliance with Regulations: The licensee is responsible for complying with all applicable laws, rules and regulations that pertain to its activities at the Fairgrounds.

Food Service: All food service at the Fairgrounds must comply with the food safety regulations. All food vendors are required to be properly licensed. Licensee will submit a complete list of licensed food vendors to the Langlade County Forestry Office at least 7 days prior to the event.

Alcoholic Beverages: The Licensee is responsible for complying with all laws regulating the distribution of alcohol beverages, including but not limited to, ensuring that all designated vendors maintain applicable licenses, and distribute beverages in conformance with said licenses and state regulations. If alcoholic beverages are served on the Fairgrounds, Licensee shall maintain insurance coverage for alcohol as specified in the *INSURANCE REQUIREMENTS* (Appendix)

Additional Fairgrounds Rules: A listing of additional Fairgrounds Rules are included in the Appendix and incorporated by reference herein.

<u>Event Set-up</u>

The Maintenance Department is available to assist with set-up for a licensed use of the Fairgrounds. The scheduled hours of operation of the Maintenance Department are from 6:00 a.m. – 2:30 p.m., Monday - Friday. Hourly rates will apply to Maintenance Department assistance.

All county-owned equipment must be operated by County Employees except as authorized by the Maintenance Department. Hourly Rates apply, see the *Fairgrounds Fee Schedule Appendix.* All County owned equipment located on the Fairgrounds will not be allowed off the premises except for use by other county agencies.

Event Advertising: No permanent advertising is permitted on county property at the Fairgrounds, except as approved by the Committee. Temporary advertising is permitted during the scheduled event and as approved by the Department before the event. Temporary advertising shall be removed immediately after the event. Any signs advertising events and sponsors shall be affixed to the boundary fence. Free-standing signs may be placed inside the grounds or in the median by the highway no earlier than the day before the event, unless the Department has granted permission for earlier placement of signs or placement in alternative locations.

Advertizing for Fairgrounds events may be displayed on the Fairgrounds Electronic Message Board as approved by the Department.

Improvements/Fixtures: Prior approval of the Committee is required for any modifications to the grounds or any facilities that are intended to remain after an event. Any modifications and improvements remaining thirty days after the event may be removed and disposed of at the discretion of the County.

Electrical Work: All electrical work done at the Fairgrounds must be supervised by the County electrician or designee. No modifications of the County's electrical systems is allowed with the written approval of the Maintenance Department.

Staking, Fastening, Marking: All tents, canopies, and display booths shall be free-standing. No staking, fastening or permanent marking is allowed on blacktopped areas of the Fairgrounds.

<u>Event Clean-up</u>

In order to ensure that the Fairgrounds are continuously available for use, it is essential that the Fairgrounds are returned to a condition of good order as soon as practicable after each scheduled event.

CLEAN-UP OF BUILDINGS AND GROUNDS MUST BE COMPLETED WITHIN TWENTY-FOUR (24) HOURS AFTER USE. Permission to extend this clean-up period may be granted by the Department upon request.

After clean-up, the grounds and buildings will be inspected by the Langlade County Maintenance Department. The user may arrange to be present during the clean-up inspection by the Maintenance Department. If the grounds and buildings are not in good order, then Licensee will be billed for all expenses incurred by Langlade County during the clean-up process. Collection and disposal of refuse generated during the event at the Fairgrounds will be the responsibility and expense of the user.
Livestock Pavilion: After livestock is present in the facility, the use and cleaning of the facility is subject to the Livestock Pavilion Sanitation Policy (Appendix).

Storage of Personal Property

Users of the Fairgrounds and buildings are solely responsible for securing and protecting their materials and equipment. Langlade County is neither responsible nor liable for the user's equipment or material. Langlade County does not guarantee that buildings where user's equipment and material may be stored are secure.

Personal Property shall not be stored at the Fairgrounds and any property that remains for a period of thirty (30) days may be assessed a storage fee or deemed abandoned at the discretion of the County.

Billing Process

A 50% prepayment is required 14 days prior to the event. Final invoice will be provided upon completion of the event and will include any required pass-through charges (electric, water or other event specific charges), cleaning or damages. ALL BILLS MUST BE PAID BY USER WITHIN THIRTY (30) DAYS FROM RECEIPT. AFTER THIRTY (30) DAYS, LANGLADE COUNTY MAY ASSESS A LATE PAYMENT FEE OF 1.5% PER MONTH.

Violations

Failure to comply with the policy and procedures set forth herein may result in the commencement of legal action by the County to protect and enforce its rights under the law. Violations of this Policy Manual may result in the denial of future use of the Fairgrounds.

Langlade County reserves the right to rescind the use of the grounds and buildings at any time prior to or during a scheduled event as deemed necessary by the Committee or its designee.

List of Appendices

Fairgrounds Fee Schedule
Fairgrounds Brochure
Key Request Form
License Agreement
Insurance Requirements
Fairgrounds Rules
Livestock Pavilion Sanitation Policy