

LANGLADE COUNTY FAIRGROUNDS POLICY AND PROCEDURES MANUAL

I. INTRODUCTION

This purpose of this Manual and 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.

II. FAIRGROUNDS OVERSIGHT

The Fairgrounds Promotional Committee (FPC) has been delegated the following responsibilities: market and promote the use of the Fairgrounds; oversee the 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. The FPC is not authorized to obligate or pledge the expenditure of County funds for any purpose. As an advisory committee, the decisions of the FPC are subject to review by the Public Property Committee upon written request.

III. FAIRGROUNDS SCHEDULING

A. The Fairgrounds Promotional Committee (FPC) will maintain a "Fairgrounds Calendar" which will identify dates on which facilities are available for a licensed use at the Fairgrounds. The Fairgrounds Calendar is available at: www.co.langlade.wi.us/fairgrounds. Requests to schedule the Fairgrounds can be made by calling 715 627-6307, sending a letter addressed to the Fairgrounds Promotional Committee, c/o Langlade County Maintenance Department, 1635 Neva Road, Antigo, WI 54409, or submitting a request in person at the Maintenance Department building 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 at least two months prior to the event date. **A DEPOSIT OF ONE DAY'S LICENSE FEE IS REQUIRED TO RESERVE A DATE ON THE FAIRGROUNDS CALENDAR.** Langlade County reserves the right to request additional deposits as a guarantee for any costs associated with the use of the Fairgrounds. All fees collected will be placed into the Fairgrounds revenue account and will be used to defray the operating costs of the Fairgrounds.

B. 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 Youth Fair for a period of time at least two weeks prior to and one week following the annual fair dates; to a user/licensee in good standing to reserve the same event date (day of the week) for the following year by submitting the requisite deposit within sixty days after the event. Requests submitted by a new user are scheduled at the discretion of the FPC on a first come, first serve basis.

C. The FPC reserves 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 FPC 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.

D. The Fairgrounds may be reserved as an alternate site for hosting events in case of inclement weather (i.e., rain out dates) on **Monday - Thursday only**. In order to reserve a facility at the Fairgrounds for a "rain-out", a non-refundable deposit is required as set forth in the Fairgrounds Schedule of License Fees and Charges. In the event of a "rainout" and the event is hosted at the Fairgrounds, then the applicable license fees and charges shall apply.

E. 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.

F. Event Cancellations

If the FPC receives a written request to cancel a scheduled event **at least 60 days** prior 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 render the grounds unsuitable for an outdoor event), then the scheduling deposit may be refunded at the discretion of the FPC. If an event is cancelled without the required prior notice or in the absence of extenuating circumstances, then the scheduling deposit will be forfeited.

IV. CLASSIFICATION OF USES 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 *SCHEDULE OF FEES AND CHARGES*, 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 FPC.

"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": Langlade County Fair Board (Annual Youth Fair) is exempt from any license fees, but shall be responsible for all utilities, paper products and all other requirements sent forth herein.

Local governments, including technical college and school districts, are exempt from any license fees for activities specifically authorized by the local governmental entity, but shall be responsible for all utilities, paper products and all our requirements set forth herein.

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.

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; food stand; horse barn and arena; toilet and shower facilities; self serve dump station; camp sites with electrical hook-ups (during an event only); 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).

V. LICENSE TO USE FAIRGROUNDS

A License issued by the County 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).

A. 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 buildings 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 to comply 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 for temporary restaurants (Appendix).

Alcoholic Beverages: The Licensee is responsible to comply with all laws

regulating the distribution of alcohol beverages, including but not limited to, insuring that all designated vendors maintain applicable licenses, and distribute beverages in conformance with said licenses and state regulations.

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

VI. EVENT SET-UP

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. All county-owned equipment located on the Fairgrounds will not be allowed off the premises except for use by other county agencies.

A. Event Advertising: No permanent advertising is permitted on county property at the Fairgrounds, except as approved by the FPC. Temporary advertising is permitted during the scheduled 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 Maintenance Department has granted permission for earlier placement of signs or placement in alternative locations.

Advertising for Fairgrounds events may be displayed on the Fairgrounds Electronic Message Board consistent with the applicable policy (Appendix).

B. Improvements/Fixtures: The prior approval of the Public Property 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.

C. Electrical Work: All electrical work done at the Fairgrounds must be supervised by the County electrician or designee.

D. 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 without the Maintenance Department's approval.

VII. EVENT CLEAN-UP

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 Maintenance Department upon request.

After clean-up, the grounds and buildings will be inspected by the Langlade County Maintenance Department. The user must make arrangements to appear during the clean-up inspection by the Maintenance Department. Only if the grounds and buildings are in good order as determined by the Maintenance Department, then the deposit will be applied to the final invoice. If the grounds and buildings are not in good order, then the deposit shall be forfeited, and user shall 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).

A. Storage of Personal Property

Users of the Fairgrounds and buildings are solely responsible to secure and protect their material 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 unless the parties have entered into an *AGREEMENT FOR STORAGE OF PERSONAL PROPERTY* (Appendix). In the absence of such Agreement, 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.

VIII. BILLING PROCESS

Deposits are held against and applied to event charges with any surplus returned to the user. Deposits will be held until all event charges are calculated, including utility charges. **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.

IX. 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. All rental fees will be placed into the Fairgrounds revenue account and will be used to defray the operating costs 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 Public Property Committee or its designee.