

Seward County Fairgrounds Building Rental Rules & Regulations

Facility Use Application

The renter shall hold harmless the **Seward County Agricultural Society (SCAS)** and staff from all liability for injury or death or loss of or damage to any person or property that occurs during, or as a result of the use of the facilities by the renter and shall indemnify the SCAS for all expenses it may incur as a result of claims or demands by anyone resulting from the use of the facility by the renter.

All renters acknowledge that the SCAS property is in a flood plain. Thereby, the renter shall hold harmless the SCAS from all liability, or loss of or damage to any property that occurs while renter has use of the facility. Furthermore, the SCAS will be the final word on cancellation due to flooding and/or high water.

Renters are responsible for the conduct of all members of their party. Disorderly conduct, intoxicated persons, or disturbance of the public peace will result in being required to vacate the premises, as well as forfeiture of damage deposit and rental fees.

By signing of the rental contract, renters give their permission/consent to the entry at any time by law enforcement officials or SCAS representatives.

Insurance Requirements

All events are required to have general liability insurance for the scheduled event with limits of no less than \$1,000,000.00 per occurrence under the existing commercial general liability, homeowners, or farm owners' coverage of renter naming the SCAS as an **"Additional Insured"** under such policy of insurance. Coverage must be validated at least one week prior to event date. Your agent can mail to PO Box 453, Seward, NE 68434 or email the form to ginny@sewardcountyfairgrounds.com. Please make sure the renter's name is listed on the form.

Reservations

Reservations may only be made up to two years in advance. Events that are booked will be charged the highest daily rate of the rental period plus the extra day(s) fee, if used. The SCAS accepts reservations by mail-in or drop off only since it must have a \$100 deposit check and the \$500 damage deposit check included. All renters will be required to sign the *Rental Contract* upon booking. When making a reservation, the renter must provide the following:

- Date and time of event
- Name of organization and/or of person making reservation
- Type of event
- Estimated number of attendees
- Building reserved
- \$100 Security Deposit **and** \$500 Damage Deposit

Security and Damage Deposits

In addition to the rental fee, the renter shall agree to pay a damage deposit of \$500 with the contract and a \$100 security deposit. In the event that any portion of the facility or its equipment are damaged/missing during the event or excessive cleanup is required following an event, the SCAS management will notify the renter of the cost to repair the damage, cleanup of the premises and/or replace missing items, which will be taken out of the damage deposit. Excessive cleanup will be determined at the sole discretion of SCAS management. If the cost of repairing the damage/cleanup of the premises or replacing missing items exceeds \$500, the renter will be required to pay the remainder of the costs within 10 days of the receipt of invoice from the SCAS showing the balance due. If the cost of repairing damage/cleanup or replacing items is less than \$500, the unused portion of the damage deposit will be returned to the renter.

The \$100 security deposit will be cashed and subtracted from the total amount due for the rental.

Cancellations

No refunds of rental fee if cancellation is 60 days or less prior to rental date.

Damage or Theft

The Seward County Ag Society and/or their employees are not responsible for any and all damage, breakage, or theft that occurs as a result of negligence to misuse of the premises by the renter and/or their guests.

Alcohol Policy

If you plan to host a party with alcohol in any SCAS building, please note the following:

- All rentals with more than 75 guests/participants will require a licensed liquor vendor. Events with less than 75 guests do not require a Liquor Vendor to dispense alcohol, however, all stipulations in the following conditions are to be followed in the same manner.
- Renters may only use one of the SCAS exclusive bar vendors for their event.
- Renters that have obtained permission by the SCAS to consume alcohol on the premises (regardless of a licensed liquor vendor or not) must cease consumption at 12:30 a.m. Liquor Licenses expire at midnight.
- All open containers of alcohol must be disposed of by 12:30 a.m.
- Any alcohol located in vehicles transporting guests inside the facility must remain in vehicle or be moved to another vehicle outside SCAS buildings upon arrival. Alcohol **MAY NOT** be brought into SCAS buildings. (Example: Bus transporting wedding party to reception.)
- No alcohol may be consumed outside any building during the event and the renters and/or their licensed liquor vendor shall be responsible for monitoring all alcohol consumption.
- Underage drinking is NOT permitted as the State of Nebraska prohibits the sale to and consumption of alcoholic beverages to persons under the age of 21. No exceptions.
- The SCAS staff and exclusive bar vendor reserves the right to suspend liquor service at any time for any reason and without warning.

Security for Minor Events

If deemed necessary by the SCAS, we will require special security if the rental is to celebrate an event for a minor child. The SCAS will obtain security guards and invoice the renters for the expense. Payment must be made at least two weeks before the event along with the balance due and Certificate of Liability Insurance.

Rental Rules & Regulations

- We **DO NOT** allow the following:
 - Tape of any kind or Command type strips on any surface, door or wall
 - Stickers, labels or adhesives, nails, pins, tacks, staples, etc. on any surface
 - Candles, fireworks and/or pyrotechnics are not allowed in buildings. If sparklers are used outside, they must be under adult supervision, away from the buildings and have a metal container with water to extinguish/cool wires.
 - Items hung from the walls, ceilings, windows, doors, etc.
 - Moving of curtains and poles and/or stage and steps
 - Sitting on tables
 - Confetti or loose glitter. This includes inside of balloons and confetti cannons.
 - Uncontained sand
 - Throwing rice, birdseed, faux flower petals, etc.
- Renter is responsible for setting up and taking down all tables and chairs at the end of their event. Soiled tables and chairs must be wiped clean at the end of the event. Every table and chair rack has directions of how they are to be loaded. Please follow these so they fit correctly so no damage is caused to them.
- Building keys will be dispersed at 8:00 a.m. on the morning of the event date. Buildings may not be entered until 8:00 a.m. No supplies may be brought in early and all supplies must be removed at the end of the rental day or renter will be charged for another rental day.
- All decorations must be approved by the SCAS staff.
- Decorations may not block doors, fire extinguishers, sprinklers, any emergency equipment, emergency exits, lighting and audio systems or security cameras, signage or windows.
- Pictures **may not** be removed from the walls and furniture may not be moved
- Tables must be carried and not drug or pushed across the floor
- All tables must have table covering. (No tape or Command type strips may be used)

- All children must be accompanied by an adult (no balls are allowed in facilities during events)
- You must use your own extension cords and ladders. We do not provide those.
- Doors are not to be propped open and must not be left open for an extended period of time.
- Doors are not to be left unlocked when unoccupied. Renters must make arrangements with caterers, DJ's, cake decorators, etc. for drop off and set up times.
- Kitchen areas are to be wiped clean and rules posted on kitchen walls must be followed.
- Renters are required to put all garbage in the dumpsters. All boxes must be broken down flat before placing them in the dumpsters.
- Provide your own items required for food storage, service, prep and cleanup.
- Renters shall remove all personal items at the end of the rental period.
- All renters and their guests must vacate the premises by 1:30 a.m.

Audio/Visual Needs

The SCAS staff is responsible for the house audio/visual system and must make all connections to the system. Any and all audio/visual needs must be requested at least one week in advance to ensure the SCAS is able to meet your needs. We do not accept Apple Macintosh videos or computer hookups. Any needs that are not able to be met by the SCAS will be the sole responsibility of the renter to provide.

Sound Levels

The SCAS management reserves the right to require sound levels to be lowered if needed. Sound levels/decibels are monitored and extremely loud music/sound is not allowed.

Capacities

All rooms have a maximum occupancy, which may not be exceeded. The SCAS reserves the right to deny further entry into these spaces in order to protect public safety.

Animals

For the safety and comfort of all our visitors, animals are not permitted in any SCAS building except in conjunction with an approved exhibit, display or performance, which absolutely requires the use of an animal. Guide dogs, signal, or service animals (as defined by law) are allowed in buildings. All sanitary needs for animals are the responsibility of the renter and must be cleaned up immediately.

Smoking & Vaping

Smoking and/or vaping is not permitted inside any room or part of the buildings. Smokers outside are to use the designated cigarette butt receptacles.

Holiday Rentals

Events that are booked over a major holiday will be charged for the highest daily rental rate regardless of what day the major event is on. Major holidays are defined as: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day

Americans with Disabilities Act (ADA)

As having facilities of public accommodation, the Seward County Agricultural Society is sensitive to those with special needs, and complies in all respects with the Americans with Disabilities Act (ADA) and regulations issued thereunder. We also require our guests to comply with all provisions of the ADA.

Most events will have a SCAS Building Host to oversee the building. Assigned staff will assist with answering questions and troubleshooting during the event.

The Seward County Agricultural Society reserves the right to change the Rules & Regulations at any time.