



GRAHAM FACILITIES (MULTI-FACILITIES)

USE PERMIT

THIS AGREEMENT, Made **1/11/2018**, by and between Olmsted County, parties of the first part, and:

Name:		Address:	
City, State, Zip:		Telephone:	Cell Phone:
E-mail Address:			

Party of the second part, User:

The parties acknowledge the County owns Graham Park and is primarily responsible for maintenance of all of the buildings and grounds and for operation of the areas in Graham Park outside of the Graham Arenas complex. The County's staff located at Graham Park is headed by the Graham Site Manager. Users renting buildings or grounds at Graham Park outside of the Graham Arenas complex will be managed by the "County" in connection with their event for purposes of this agreement.

The parties acknowledge the City is primarily responsible for operation of the Graham Arenas complex at Graham Park. The City's staff located at Graham Park is headed by the Graham Arenas' Manager.

- 1. FACILITIES.** User wishes to rent facilities at Graham Park in connection with an event. This agreement may include more than one facility. For purposes of this Agreement, "Facilities" shall mean (identified below):

Building	Rental Rate	Discount Rate	8.125% Sales Tax	Total
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total rental less deposit fee due				\$
Damage Deposits				\$
TOTAL RENTAL FEES WITH DEPOSITS DUE				\$

* Any User wishing to use the Graham Park Message Board in connection with an event must also complete a separate rental agreement for Message Board use. If this section applies, the separate Message Board rental

agreement is attached hereto as Exhibit B and User also agrees to adhere to the requirements in the Graham Park Advertising Policy for that rental.

TO HAVE AND TO HOLD, the said premises just as they are, without any obligation of the Graham Site Manager to make any alterations, improvements, or repairs, for the term of **day(s)** _____ hours from _____ to _____, for the following purposes, to-wit:

.2. Event Rental Terms and Conditions. User agrees it will be bound by all of the Graham Park Facility Rental Requirements set forth in Exhibit A which is attached hereto. No other use is permitted. User understands that other areas of Graham Park may be used by others during any of the periods covered by this permit. The County warrants that it will use its best efforts to limit other users from engaging in operations or activities that would interfere with User's enjoyment of the rights granted under this agreement.

I acknowledge on behalf of User(s) that I have had an opportunity to read the terms of this Permit in their entirety, I fully understand the terms of this Permit and the User(s) agree to be bound by the terms in connection with this event rental.

THIS PERMIT WILL BE NULL AND VOID if not executed and returned before PERMIT DUE DATE.

APPROVED:

1. User:

User certifies that the appropriate person(s) have executed the Agreement on behalf of User, and if User is a partnership or corporation or governmental entity, User certifies that it has authority as required by applicable articles, bylaws, resolutions, or ordinances to sign this permit on behalf of User.

By (authorized signature)
Title:
Date

2. Olmsted County

By (authorized signature)
Title: Graham Site Manager
Date

EXHIBIT A

GRAHAM PARK FACILITY RENTAL REQUIREMENTS

I. Purpose:

- A. Requirements for community use of Graham Park facilities and equipment, not including however the Graham Arenas complex portion of Graham Park.

II. Reservations:

- A. Olmsted County Graham Park accepts reservations via Email and Telephone. All parties who intend to be responsible for the event – “Users”- will be required to sign the Graham Facilities Use Permit
- B. When making a reservation the renter(s) must provide the following information
 - i. Date of Event
 - ii. Department, agency, program, or person making the reservation
 - iii. Name and type of event
 - iv. Details regarding catering service (if applicable) including a copy of the permit and liability insurance
 - v. Space reserved
 - vi. Mailing Address
 - vii. Phone number
 - viii. Email address
- C. Once information is obtained a Graham Facility Use Permit will be sent out by mail or email. The User has 30 days to return the permit with facility use payment unless event is less than 30 days away. If event is reserved within 30 days of event day, the permit and payment need to be made 10 days prior to event.

III. Rental Fees and Damage Deposits:

- A. Facility Charges and sales tax, if applicable to be paid before event by cash, credit card, money orders or check made out to Olmsted County for use of facilities, equipment, and staff time. All fees are due at the time this Lease Agreement is signed by the parties. If payment is not received at the office of **Olmsted County Public Works at 2122 Campus Drive SE, Suite 200, Rochester, MN 55904, telephone 507/328-7070**, the date of the event will be released from the scheduling calendar and the County/City will not be obligated to make the portion of Graham Park to be leased available to User for the event. All building and grounds rental rates are subject to 8.125% Sales Tax unless the User completes and returns a copy of the Minnesota Revenue Certificate of Exemption ST3 form at the time payment is due. Failure to fully complete said form will result in sales tax being added to the facility rental fee.
- B. A damage deposit in the form of cash, cashier’s check, or money order made out to Olmsted County to cover any property damages and/or cleaning expenses which Olmsted County incurs related to the event is required. Olmsted County reserves the right to adjust deposit amounts based on party size and activities. The damage deposit must be paid a minimum of one business day before the event. Any remaining balance not needed to cover damage or cleaning expenses will be refunded to User as set forth in **Section 6** below.

IV. Cancellation Or Failure To Occupy:

- A. Should User cancel its event prior to the scheduled date less than 120 days prior to the commencement of the event, the County shall retain all deposits received as of the cancellation date. User shall reimburse the County for all costs incurred by County as of the cancellation date, and if User's deposits do not adequately cover the County costs, User will be responsible to the County for said charges. User must pay within 10 days of receiving an invoice from the County staff for said charges.

V. Cleanup After Event:

- A. After completion of use, User is required to return the inside and outside of the buildings (back to their clean, safe and orderly pre-event condition. User is required to take down all decorations, pick up and properly dispose of litter, and debris, and any other items resulting from the use of the building(s) and/or parking lots in containers provided by User's solid waste services vendor. County has the right to remove any and all goods, wares, merchandise and other property or equipment associated with the event left behind on the site and User shall reimburse County for any and all costs incurred for such removal.

VI. User Responsible for Damage and Loss of Property:

- A. User will be responsible for loss or damage to any County property used in conjunction with this event and for securing the premises as directed by law enforcement personnel with jurisdiction during said usage. Use of any temporary fencing or other crowd control equipment for the event must be submitted to the County for review and approval at least 10 calendar days prior to the commencement of the event. The County assumes no responsibility whatsoever for any property placed on the premises by User and User hereby releases the County from any liability of any kind for loss or damage to any such property.

VII. Damage Deposit and Payment for Damage:

- A. The damage deposit will be deposited into Olmsted County's funds upon receipt pending the completion of the event. County Staff will inspect Graham Park buildings grandstands, infield, and/or parking lots and adjacent areas on the first business morning after the rental use.
 - i. If the rented building, grandstands, infield and/or parking lots are found to be in their pre-event condition which is clean, safe and orderly and there is no damage beyond ordinary wear and tear, the damage deposit will be returned to User in the form of a check sent by certified mail with return receipt and postmarked within 30 (thirty) business days after the event date.
 - ii. If custodial services are required after an event, the actual time and materials incurred by the County for the cleanup will be deducted from the security deposit. Any damage incurred to walls, windows, or any other structural property will also be deducted from the security deposit. If the cleanup and damages exceed the security deposit paid, the User will be billed for the difference and payment in full will be due 30 days from the date of the invoice. A service charge of eight percent (8%) per annum will be assessed on account balances which remain unpaid beyond thirty (30) days from date of billing.

VIII. Special Event Permit:

- A. All outdoor events will need to obtain a Special Event Permit from the City of Rochester City Clerk's Office and a copy of the Permit must be furnished to the County at least one business day prior to the commencement of the event. www.rochestermn.gov/departments/city-clerk/licenses-and-permits

IX. Music Licensing:

- A. If a User intends to play music at an event by artists who are represented by performing rights organizations that collect royalties for their music (such as SESAC), User will need to provide the County a copy of a music licensing agreement authorizing Users and/or its performers or guests to play or perform licensed music at their event.

X. Decorating/Building Set Up:

- A. All events held at Graham Park must be completed by Midnight. Cleaning must be completed and guest, decorations, party props, and all personal belongings will be removed by 1:00am of the day following the day of commencement of the event.
- B. Any signage or advertisement must be free standing and cannot be attached to any part of the building (beams, walls, doors, glass, etc.)
- C. If decoration is for the purpose of enhancing the appearance of the building for an event, the promoter/lessee must submit a plan to the Graham Site Manager thirty (30) days prior to the event for review and approval.
- D. No decoration or sign shall obscure any fire alarm pull stations, strobes, exit signage, or means of egress at any time.
- E. It will be the User's responsibility to do any and all decorating at the Users expense, using their equipment and labor to install and remove any and all approved decorations, as well as any and all material used or needed to hang or attach said decorations.
- F. NO Glitter or Confetti is allowed in buildings
- G. Spray painting is prohibited in the buildings.
- H. Tape may not be used for marking booth spaces unless approved by the Graham Site Manager. It is the User's responsibility to remove the tape marks and restore it to the condition which existed prior to the start of the event.
- I. No helium balloons are allowed in the buildings. If balloons are used, the User may be subject to fees associated with the removal and damages caused by balloons.
- J. No open flames are permitted in the building.
- K. Gas cans, portable LP, bottle gas or compressed air tanks are prohibited in all buildings.
- L. Any vehicle brought in the building for display purposes must have under a quarter tank of fuel, taped or locking gas cap, battery disconnected, and ignition key removed.
- M. The User shall not use Olmsted County logos or intellectual property to advertise the event, unless it is approved by Graham Site Manager.
- N. Decorations cannot be attached to or hung from any wiring, wire tray, or electrical equipment.
- O. The User will be held liable for any and all damage arising from installing, hanging, or removing said approved decorations in the building.
- P. If the User uses a 3rd party vendor to install/hang decorations for the event, the User will require vendor to have proof of liability insurance and workers compensation insurance and provide verification to Graham Site Manager.

- Q. If proof of insurance is not provided, installation of decorations will be denied by Graham Site Manager.
- R. The User will be responsible for making a visual inspection of the premises, notifying and recording any defects to Graham Site Manager prior to installation of decorative elements.
- S. The User will assume responsibility for such defects if the inspection has not been completed.

XI. Fog and Smoke Machines:

- A. For public safety, fog/smoke usage is restricted to water based chemicals. Approval must be obtained from Graham Site Manager and Rochester Fire Department at least one business day prior to the commencement of the event.

XII. Lasers and Laser Lights:

- A. For Public Safety reasons, only Class I lasers will be permitted. Use of Class II-IV lasers are prohibited within all buildings and grounds rented in connection with the event.

XIII. Sound Levels:

- A. Users shall maintain event sounds at a decibel level that will ensure that other events and activities occurring elsewhere in Graham Park and in the immediate area surrounding Graham Park are not disturbed. Graham Site Manager, or his/her designee, reserves the right to require sound levels to be lowered if requested to insure that no unreasonable disturbance occurs.

XIV. Package Inspections:

- A. For safety and security reasons, cartons, packages, or other containers brought in or removed from Graham Park may be subject to inspection at any time.

XV. Rigging:

- A. Graham Park must approve all rigging and reserves the right to retain consultants at the User's expense to review or verify rigging specifications. Nothing may be attached to any Graham Park electrical or mechanical system. This includes but not limited to, ducts, electrical conduit or race ways, plumbing, acoustical baffles, or sprinkler pipes. All rigging at Graham Park must be in accordance with national, state, and local safety codes, including, but not limited to OSHA, and Graham Park Policies

XVI. Surface Drilling:

- A. Drilling holes into the Floors, Walls or Ceilings of any Graham Park buildings in connection with an event is strictly prohibited

XVII. Capacities:

- A. All Buildings have a maximum occupancy, which may not be exceeded. Graham Site Manager, or his/her designee, reserves the right to deny further entry into these buildings in

order to protect public safety if it determines that the maximum occupancy limits for an event have been exceeded.

XVIII. Pyrotechnics:

- A. The County must be advised in writing fifteen (15) days prior to event commencement if pyrotechnics will be used during the presentation of this event. Application for a permit shall be submitted to the Fire Prevention Division of the Rochester Fire Department not less than fifteen (15) days prior to the date of the proposed display. Further information is available at the Rochester Fire Department <http://www.rochestermn.gov/home/showdocument?id=2467>.

XIX. Livestock Restrictions:

- A. Livestock shows and sales are required to obtain a permit from the State of Minnesota Board of Animal Health at least 10 calendar days prior to the commencement of the event, 119 Agriculture Building, 90 West Plato Blvd., St. Paul, MN 55107, telephone 651/296-2942. Once permit is obtained, a copy of it must be provided to the County at least one business day prior to commencement of the event. <https://www.bah.state.mn.us/exhibitions/>

XX. Ticketing:

- A. The County shall not be liable to User or to any other persons for any loss, theft or misappropriation of funds thereof in connection with tickets sold for the event. User shall be strictly responsible for ensuring that no tickets are presented for admission to a concert, entertainment or exhibition in excess of the seating capacity of the facilities rented under this contract.

XXI. Obstruction:

- A. User shall not obstruct any portions of the sidewalks, entries, passages, halls or accesses to public utilities serving Graham Park or use the same for any purpose other than ingress and egress to and from the leased premises. User will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits or passageways and will keep the entrances, exits and passageways clear at all times. The bathrooms shall not be used for any purpose other than for which they were constructed such as toilets and urinals for human waste and sinks for washing hands and all sweepings, rubbish, rags, papers or other substances shall be deposited into designated waste receptacles. User shall pay for any damage resulting to bathrooms from misuse.

XXII. Tobacco:

- A. Graham Park and Graham Arena Buildings are tobacco product free facilities. User will be responsible to make periodic announcements over the public address system regarding the facility's "NO Tobacco Products" policy and direct tobacco Users to the designated tobacco use zones on the grounds. "Tobacco products" also includes use of similar products such as e-cigarettes. The User must fully cooperate in enforcing the tobacco products policy. Further, User shall not permit open flames to be used at any time on the premises except as part of a theatrical presentation and with advance permission of the County.

XXIII. Recycling:

- User agrees to comply with the recycling regulations of Olmsted County Environmental Resources Department by separating refuse into solid waste and recycling and depositing recycling into the containers provided for glass, aluminum, and cardboard.

XXIV. Americans With Disabilities Act Compliance:

- A. User shall be solely responsible for complying with any requirements of the Americans with Disabilities Act (ADA) relating to any non-permanent accessibility requirements of the ADA, including but not limited to seating arrangements, auxiliary aids, set-up or organization by any group participating in the event or by the agents or other representatives of User. User shall indemnify and hold harmless the County for all liability, claims, fines, penalties, attorneys' fees and costs arising from User's non-permanent accessibility arrangements provided in connection with the event, but not for those arising solely from any failure of the physical structures, permanent facilities or permanent building access to comply with the ADA.

XXV. Facility Management:

- The privileges granted to User herein shall not be construed as a waiver of management rights, and the County retains full and complete rights to manage and control the rented premises and to enforce all rules and regulations it deems necessary for the management and control of said premises. The County's management may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. The County reserves the right to eject any disorderly person or persons from said building(s) and upon the exercise of this authority through the County's law enforcement representatives or private security guards, User hereby waives any rights and all claims against the County for damages arising from such occurrences. Unless otherwise specified in writing, County shall be permitted to schedule other similar events both before and after the dates of this Event without notice to User.

XXVI. Responsibilities and Liabilities:

- A. User agrees that it shall use its best efforts to insure everyone connected with said event complies with all laws of the United States and the State of Minnesota and all applicable Olmsted County and Rochester city ordinances, together with all directives of the Rochester Police Department or Olmsted County Sheriff's Department and Rochester Fire Department, and will not do, nor allow to be done, anything on said premises during the term of this Agreement in violation of any such laws or ordinances. If the attention of the Graham Site Manager, or his/her designee, is called to such violation on the part of the User, or any person employed by or admitted to the premises by the User, User will immediately desist from and correct such violations. User agrees that all discretionary acts of the County which are granted to it or reserved by it hereunder shall be left to the Graham Site Manager, or his/her designee, to exercise as it sees fit.

XXVII. Rental Rates:

Building	Rental Rate		Damage Deposit
#25 Dairy Barn	\$ 150.00	Per Day	\$ 250.00
Milking Parlor	\$ 180.00	Per Day	
#41 Horse Barn	\$ 360.00	Per Day	\$ 250.00
Heat per Building * when needed	\$ 60.00	Per Day	
Horse Corral	\$ 70.00	Per Day	\$ 250.00
#42 Bovine Building	\$ 500.00	Per Day	\$ 250.00
#43 Swine Barn	\$ 230.00	Per Day	\$ 250.00
#44 Open Horse Barn	\$ 180.00	Per Day	\$ 250.00
#45 Open Horse Barn	\$ 180.00	Per Day	\$ 250.00
#32 Beer Garden	\$ 300.00	Per Day	\$ 250.00
#13 Beer Garden Restroom	\$ 75.00	Per Day	\$ 250.00
#35 Industrial Building	\$ 300.00	Per Day	\$ 500.00
#31 Floral Hall	\$ 2,500.00	Fri-Sun	\$ 500.00
#31 Floral Hall Monday- Thursday	\$ 400.00	Per Day	\$ 500.00
#37 Restrooms	\$ 75.00	Per Day	\$ 250.00
#40 Building	\$ 150.00	Per Day	\$ 250.00
Grandstand without Admission	\$ 600.00	Per Day	\$ 500.00
Grandstand with Admission	\$ 1,800.00	Per Day	\$ 1,000.00
Grass North of Grandstands	\$ 240.00	Per Day	\$ 250.00
Infield Area	\$ 240.00	Per Day	\$ 250.00
Midway	\$ 360.00	Per Day	\$ 500.00
Campground per site per day	\$ 20.00	Per Day	\$ 250.00
Campground entire site per day	\$ 400.00	Per Day	\$ 250.00
Parking Lots each	\$ 200.00	Per Day	\$ 250.00
Entire Campus	\$ 3,000.00	Per Day	\$ 4,000.00
4H Building M-Th Entire Building	\$ 330.00	Per Day	\$ 500.00
4H Building F-Sun Entire Building	\$ 400.00	Per Day	\$ 500.00
Equipment Rental			
Box Stalls (set up)	\$ 25.00	Per Event	
Sheep Panels per panel	\$ 2.00	Per Event	
Dumpster (includes disposal)	\$ 80.00	Per Event	
Bleacher	\$ 50.00	Per Event	

Concrete Barricades	\$ 25.00	Per Event	
Picnic Table (only charged if staff has to move them)	\$ 25.00	Per Event	
Chair	\$ 1.00	Per Event	
Table	\$ 6.00	Per Event	
Fencing (includes set up)	\$ 2,000.00	Per Event	
Message Board			
Message board per slide per week with building rental	\$ 120.00	per slide	
Message board per slide per week without building rental	\$ 140.00	per slide	
Off-Season Storage Rates (typically mid Oct-mid. Apr.)			
Off-season Storage for motorcycle/ATV	\$ 75.00	season	
Off-season Storage per linear ft. (24ft or less)	\$ 12.75	season	
Off-season Storage per linear ft. (25ft +)	\$ 14.25	season	
Personnel & Staffing			
Maintenance per person	\$ 50.00	Per Hour	
Security Fee (2 off duty Police/Sheriff personnel)	\$ 600.00	5 Hours	
Rochester Fire Department (2 firefighters)	\$ 110.00	Per Hour	
Cleaning Fee			
Manure Fee per Barn	\$ 500.00	Per event	

*Facility Information can be found at grahampark.org.

Graham Site Manager reserves the right to negotiate alternative pricing of facilities for events occurring on Mondays-Thursdays. For events occurring on Fridays, Saturdays, and Sundays, the prices listed above are non-negotiable unless booking an event for one of those days less than 5 days prior to the commencement of an event.

XXVIII. Co-Sponsorship

- A. A co-sponsored event is defined as an event that is planned and conducted by an outside non-profit organization but with support of County staff, equipment, public safety services and/or the use of facilities. The Olmsted County Graham Park allocates funds (\$3000) annually for the purpose of assisting non-profit Olmsted County-based organizations hosting co-sponsored community events. The County does not provide monetary funds for these co-sponsored events, but rather in-kind services. Applications are reviewed on a Quarterly basis (March, June, September and December). Organizations seeking co-sponsorship assistance are required to submit a co-sponsorship

application (6) six months prior to their event. Types of sponsorship vary and are based on the needs of the non-profit group. The County will sponsor at most 50% of the rental fees.

- B. There are three designated types of co-sponsorship:
 - i. Requests that include facility usage such as community meetings or events that take place at Graham Park. Co-sponsorship applicants requesting the use of a facility must also complete a Facility Use Permit along with their co-sponsorship application paperwork.
 - ii. Parades, festivals and carnivals that take place at Graham Park may be considered for co-sponsorship by Olmsted County.
 - iii. Use of County equipment including sporting equipment, generators, stages, tables, chairs, canopies, etc. not including the facility where it is located.
- C. Procedure for Requesting County Co-Sponsorship or Special Event
 - i. Submit application to: * Olmsted County Facilities, Attn: Graham Park, 2122 Campus Drive SE, Suite 200, Rochester MN 55904
 - ii. Co-Sponsorship applications are accepted year-round, but only reviewed quarterly
 - iii. Upon receipt of request, staff will verify eligibility & coordinate the process and input from other County departments and contact the User regarding their application status.
 - iv. Upon approval by the Graham Site Manager, request will be forwarded to County Board for consideration on a quarterly basis.
 - v. Upon approval by the County Board, the applicant will be notified in writing.
 - vi. Organizations that receive approval must recognize the support of the County in connection with the event. All publicity and advertisements for the event must include the Olmsted County logo.
 - vii. If applying for the use of a facility, a Facility Use Permit application must be filled out in addition to the co-sponsorship application.
 - viii. Insurance, in the form and amount deemed appropriate by the County, shall be provided by the User at no cost to the County. Insurance must also name Olmsted County as additional insured and a certificate of insurance must be submitted at least one month prior to event.
- D. Co-Sponsorship Criteria Checklist. All applications must meet the following criteria:
 - i. Attach a cover letter fully detailing your event and its purpose.
 - ii. Applicant must show proof of 501(c) 3 non-profit status or in lieu of such proof, that the event is not for profit.
 - iii. Applicant must be based within the boundaries of Olmsted County.
 - iv. Applicant's event must be open to all Olmsted County residents free of charge.
 - v. Applicant must fill out a Co-Sponsorship Application.
 - vi. The User's event must be a public benefit to the Olmsted County Community as determined by the County.
 - vii. Attach detailed event budget sheet

XXIX. Use of Alcoholic Beverages During Events:

- A. All Alcoholic Beverages served at Graham Park can only be from the list of Pre-Approved Licensed Liquor Vendors which remit 10% of gross after tax back to Graham Park
- B. As noted above. outdoor events require a Special Event Permit issued by the City of Rochester prior to the event.
- C. Each event where alcoholic beverages will be served shall require a damage deposit of \$500. This damage deposit shall be due no later than 7 days prior to the event and shall be payable by cash, money order, or cashier's check.

- D. Law Enforcement (licensed Sheriff's Deputies or Police Officers) must be hired by the event organizer. Law Enforcement must be present when alcoholic beverages will be served at any of the following types of events:
- i. Event requires an admission charge—i.e., concerts, dances,
 - ii. Event is promoted through the use of public advertising or public solicitation
 - iii. Event is held outdoors at Graham Park. "Outdoors" is defined as any event that is not in a building.
 - iv. Event has an anticipated occupancy level of 350 people or higher
- E. Law Enforcement requirements shall be determined by the Olmsted County Sheriff's Office.
- F. Whenever alcoholic beverages are sold in connection with an event, food must be available for patrons attending the event.
- G. Personnel employed by a Licensed Liquor Vendor (bartender(s)) that have been pre-approved by Graham Site Manager are the only person(s) permitted to serve alcoholic beverages at the event.
- H. Personnel employed a Licensed Liquor Vendor (bartender(s)) reserve the right to refuse service of alcoholic beverages to any person in attendance at an event.
- I. No alcoholic beverages shall be removed from the event premises. Alcohol is not permitted outside the premises rented for the event, in Graham Park parking lots, or other areas within Graham Park.
- J. No alcoholic beverages shall be brought onto the premises by persons attending an event except by personnel employed by a Licensed Liquor Vendor (bartender(s)).
- K. No alcohol is allowed at ANY event involving the celebration of a significant event for a minor. For example, High School Graduation, Christening, Birthday Party for any person under the age of 21, etc. are included in this ban. Any event organizer found to have misrepresented the nature of an event in an effort to bypass the above rule shall forfeit their entire damage deposit as penalty.
- L. If persons under the age of 21 attending the event are consuming alcoholic beverages, it shall result in immediate termination of the rental agreement and eviction of the event attendees from the premises leased for the event and all damage deposits posted by event organizers will be forfeited with no refund.
- M. If an event is booked as an event where alcoholic beverages will not be served and it is later determined that alcoholic beverages were served at the event, it shall result in immediate termination of the rental agreement and eviction of the event attendees from the premises leased for the event and all damage deposits posted by event organizers will be forfeited with no refund.
- N. Alcoholic beverages may be sold at a Graham Park event for a period not to exceed six hours from the start of the event.
- O. For evening events, 11:15 pm shall be "Last Call", 11:30 pm liquor sales shall end, and between 11:30 pm and 12:00 am clean-up of the bar area and event space shall occur.
- P. Graham Park reserves the right to suspend service of alcoholic beverages at any time, for any reason, and without prior warning/notice in order to protect public health and safety and to help insure that damage to County property and private property does not occur.
- Q. Event organizers are ultimately responsible for the behavior of the persons who attend their event.

XXX. Insurance Requirements:

User shall furnish proof of comprehensive public liability and property damage insurance issued by a Minnesota licensed insurance carrier two weeks prior to taking occupancy of the leased area. The Certificate of Insurance shall provide that the insurance may not be canceled prior to termination of this Agreement. Said insurance shall provide a single or combined limit occurrence based general liability insurance policy, which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage	<u>\$ 500,000 per person</u>
	<u>\$1,500,000 per occurrence</u>

against claims for bodily injury, death or property damage occurring on, in or about Graham Park/Olmsted County Fairgrounds and adjoining streets and sidewalks, for bodily injury and property damage resulting from any one occurrence in connection with User's event. Said certificate shall include this specific language for events: "The certificate holder and Olmsted County are listed as additional insureds with respect to general liability coverage for the event (DESCRIBE EVENT HERE) being held EVENT START DATE/TIME) to EVENT END DATE/TIME at Graham Park"

XXXI. Graham Park Management

- A. At the discretion of Graham Site Manager, or his/her designee, has the right to cancel events immediately if they determine that the continuance of the event poses a threat to safety of its attendees, staff, or other third parties of the event who could become physically harmed if the event continued or if the event creates a public disturbance.
- B. Graham Site Manager, or his/her designee, reserves the final and absolute right to interpret these rules, settle and determine all matters, questions and differences in regard thereto, or otherwise arising out of, connected with, or incident to Graham Park.

EXHIBIT B

(INSERT GRAHAM PARK MESSAGE BOARD RENTAL AGREEMENT HERE IF APPLICABLE)

The attached GRAHAM PARK ADVERTISING POLICY shall only apply if the Graham Park Message Board is rented in connection with a Graham Park event

I. PURPOSE

Olmsted County operates Graham Park, the home of the Olmsted County Fair. Graham Park's operations are funded by a combination of federal, state and local funds, including grants and taxes, as well as revenue from events held there. Advertising revenues are an important additional source of revenue that supports Graham Park's operations. In order to raise additional revenue, Olmsted County will accept advertising on its advertising signs at Graham Park only if such advertising complies with the guidelines set forth in this Advertising Policy. By allowing limited types of advertising on its advertising signs, Olmsted County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Olmsted County's purpose in accepting advertising is to generate additional revenue to augment Graham Park's operating budget.

II. APPLICATION OF ADVERTISING POLICY

This Advertising Policy applies to the posting of all new advertisements on Graham Park advertising signs or after the effective date of this Advertising Policy. Any advertisements which would be prohibited under this Advertising Policy, but which were posted in 2016 pursuant to the terms of any previous Advertising Policy and a duly executed advertising contract prior to the Effective Date of this Advertising Policy, will be allowed to remain posted for the duration of that contract.

III. DEFINITIONS

"Advertising Sign" means a sign that directs attention to a business, service, product, event or location not related to or on the premises where the sign is located.

"Advertising Slide" means a panel on an advertising sign which is intended to direct attention to a business, service, product, event or location not related to or on the premises where the sign is located

"Event Slide" means a panel on an advertising sign which is intended to direct attention to an event to be held on the grounds within Graham Park.

"Government Entity" means any unit of government located in Olmsted County other than the County such as a city, township or school district.

"Graham Park" means the real property owned by Olmsted County which is known as Graham Park and which was previously known as the Olmsted County Fairgrounds.

"Sponsor" means any entity that the County may contract with regarding the placement or sale of advertising at Graham Park.

IV. POLICIES

A. PERMITTED ADVERTISING CONTENT

The following classes of advertising are authorized on Graham Park advertising signs if the advertisement does not include any material that qualifies as Prohibited Advertising under Section IV B of this Advertising Policy:

1. Any advertising intended to promote an event to be held on the grounds of Graham Park. Notwithstanding any restrictions listed in the Prohibited Advertising section of this Policy, an event slide on an advertising sign at Graham Park is permitted to promote an event to be held on the grounds of Graham Park, even if that event slide may display content that would otherwise be prohibited if contained on an advertising slide. However, all advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products or depicts the use of a firearm must include the participation of a federally licensed firearms dealer as defined in 18 U.S.C. Section 921 that complies with applicable legal requirements for transfer of a firearm pursuant to 18 U.S.C. Section 922 at any event to be held on the grounds of Graham Park.
2. Commercial and Promotional Advertising. Commercial and Promotional Advertising primarily promotes the sale, lease, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property (real or personal) for commercial or noncommercial purposes or more generally promotes an entity that engages in such activities.
3. Governmental Advertising. A Government Entity may purchase advertising for messages that advance specific government programs. It is Olmsted County's intent that governmental advertising will not be used for comment on issues of public debate.
4. Public Service Announcements. Olmsted County recognizes that its advertising program and its overall mission are promoted by allowing Public Service Announcements. First, such announcements engender goodwill with the public because Graham Park is seen as a caring and active participant in the community it serves. Second, board members and administrators of nonprofit and government organizations who purchase space for Public Service Announcements are introduced to the benefits of Graham Park advertising, increasing the likelihood they will continue to purchase Graham Park advertising in the future for their organizations or other organizations in which they are involved.

A Public Service Announcement must satisfy the following criteria:

- (a) The sponsor of the Public Service Announcement must be a government entity or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. At the time of submission of a proposed advertisement, the sponsor shall submit documentation of its 501(c)(3) status to the Graham Site Manager.
- (b) The Public Service Announcement may not include a message that is primarily commercial or retail in nature or related to a festival, show, sporting event, concert, lecture or event for which an admission is charged.
- (c) The Public Service Announcement must be directed to the general public or a significant segment of the public and relate to:
 - (i) Prevention or treatment of illnesses;

- (ii) Promotion of safety or personal well-being;
- (iii) Provision of children or family services;
- (iv) Solicitation by broad-based employee contribution campaigns which provide funds to multiple charitable organizations; or
- (v) Provisions of services and programs that provide support to low income citizens and citizens with disabilities.

B. PROHIBITED ADVERTISING CONTENT

Advertising is prohibited on Graham Park advertising signs if it includes any of the following content, or includes an Internet address that directly links to, any of the following content:

1. Political. Advertising promoting or opposing a political party, or promoting or opposing the election of any candidate or group of candidates for federal, state or local office. Advertising promoting or opposing initiatives, referendums or other ballot measures.
2. Public Issue. Advertising expressing or advocating an opinion, position or viewpoint on matters of public debate about economic, political, religious or social issues.
3. Prohibited Products, Services or Activities. Any advertising that (i) promotes the sale, rental, or use of, or participation in, the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities:
 - (a) Tobacco/Nicotine. Tobacco or nicotine products, including but not limited to, cigarettes, cigars and smokeless tobacco and their electronic equivalents such as e-cigarettes;
 - (b) Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Minnesota law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant;
 - (c) Adult/Mature Rated Films, Television or Video Games. Adult films rated "X" or "NC-17", television programs rated "TV-14 or TV-MA" or video games rated "T" or "M" or "A" by the ESRB;
 - (d) Adult Entertainment Facilities. Adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments.
4. Illegal Activity. Any advertising that promotes an activity or product that is illegal under federal, state or local law.
5. Sexual and/or Excretory Subject Matter. Any advertising that contains or involves any material that describes, depicts or represents sexual or excretory organs or activities in a way:
 - (a) Which the average adult person, applying contemporary community standards, would find, when considered as a whole, appeals to the prurient interest of minors in sex; and

- (b) Which is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable material for minors to see; and
- (c) Which, when considered as a whole in the context in which it is used, lacks serious literary, artistic, political, medical, health or scientific value; or
- (d) Which depicts, or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.

For purposes of this subsection, "sexual or excretory organs" shall mean and include the male or female pubic area, anus, buttocks, genitalia, or any portion of the areola or nipple of the female breast and "sexual or excretory activities" shall mean and include actual or simulated sex acts of every nature (including but not limited to touching of one's own or another's clothed or unclothed sexual or excretory organs), urination and defecation.

6. False or Misleading. Any material Olmsted County knows, or the party submitting the advertisement knows or reasonably should have known is false, fraudulent, misleading, and deceptive or would constitute a tort of defamation or invasion of privacy. Sponsors are responsible for ensuring that their ads are adequately substantiated and comply with all applicable laws, regulations, and guidelines.

7. Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.

8. Profanity or Violence. Advertising that contains any profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.

9. Firearms. Advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products or depicts the use of a firearm is prohibited unless a) the retailer is a federally licensed firearms dealer as defined in 18 U.S.C. Section 921 that complies with applicable legal requirements for transfer of a firearm pursuant to 18 U.S.C. Section 922 or b) the firearms advertising is in connection with an event that will include the participation of a federally licensed firearms dealer as defined in 18 U.S.C. Section 921 that complies with applicable legal requirements for transfer of a firearm pursuant to 18 U.S.C. Section 922.

10. Harmful or Disruptive to Graham Park. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with regular activities at Graham Park.

11. Insulting, Degrading or Offensive. Any material directed at a person or group that is so insulting, degrading or offensive as to be reasonably foreseeable that it will incite or produce imminent lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order.

12. Disparaging. Any advertising that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable, or disrespectful to organizations, including Olmsted County or Graham Park, persons, groups, or businesses, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, religion, national origin, sex,

marital status, familial status, disability, public assistance status, age, sexual orientation, local human rights commission activity or any other characteristic protected under federal, state or local law.

13. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of vehicles or pedestrians on public right of ways adjacent to Graham Park.

14. Government Comments on Issues of Public Debate. Advertising from a governmental entity that takes a position on an issue of public debate.

15. Endorsement. Advertising that implies or declares an endorsement of Olmsted County, or another government entity within its area, of any service, product, or point of view, without written authorization from Olmsted County or the other government entity.

V. Additional Requirements

Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters:
"Advertisement paid for by [name of sponsor]"

VI. PROCEDURES

The Graham Park Site Manager shall be responsible for the daily sales and administration of Graham Park's advertising program, in a manner that is consistent with this Advertising Policy. Questions regarding the terms, provisions and requirements of this Advertising Policy shall be addressed to the Site Manager.

A. Submission of Advertising. All proposed advertising must first be submitted by the sponsor to the Site Manager for initial compliance review. The Site Manager shall be responsible for performing a thorough evaluation of the submission to assess its compliance with this Advertising Policy. If the advertisement's sponsor purports to be a 501 (c) (3) organization submitting a Public Service Announcement, it shall provide to the Site Manager documentation demonstrating its 501 (c)(3) status.

The Site Manager may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy. If the Site Manager is unable to make a compliance determination, the Site Manager shall promptly send the final version of the advertisement, along with the names of the sponsor, the size and number of the advertisements, the approximate dates and locations of the display, and, to the extent applicable, documentation demonstrating the sponsor's 501 (c)(3) status, to the County Director Facilities and Building Operations, or his/her designee, for further review.

B. Authority of Olmsted County. The ultimate authority to determine whether a particular advertisement complies with this Advertising Policy rests with Olmsted County.

In the event the Site Manager in contravention of this Advertising Policy approves an advertisement that Olmsted County ultimately determines is not in compliance with this policy, the sponsor shall, upon request from the Director Facilities and Building Operations, remove the advertisement within 24 hours. In the event Olmsted County directs the removal of any such

advertisement, it shall provide the sponsor with the opportunity to revise the advertisement and/or pursue an appeal of that decision in compliance with Sections VI.C(2) and/or (3) below.

C. Determination of Compliance. The County Director Facilities and Building Operations, or his/her designee, shall determine whether a particular advertisement submitted by the sponsor complies with this Advertising Policy. In reaching this determination, the Director Facilities and Building Operations, or his/her designee, may consider any materials submitted by the sponsor, and/or and materials publicly available, and may consult with the Site Manager.

If the Director Facilities and Building Operations, or his/her designee, determines that the advertisement does not fall within any of the categories set forth in Section IV.B above, the Site Manager, or his/her designee, shall notify the sponsor of this determination. In the event the Director Facilities and Building Operations, or his/her designee, determines that an advertisement falls within one or more of the prohibited categories set forth in Section IV.B above, he/she may seek additional policy review by consulting with the Olmsted County's County Attorney's Office. If the Director Facilities and Building Operations determines the advertisement is not in compliance with this policy, then:

1. Notification of Non-Compliance. The Site Manager, or his/her designee shall provide the sponsor with a copy of the Advertising Policy and the written explanation for the decision.

2. Opportunity for Revision by Sponsor. Upon receipt of a decision of noncompliance, the sponsor may provide proposed revisions to the advertisement to the Site Manager. If the Site Manager or his/her designee, determines the proposed revisions do not bring the advertisement into compliance with the Advertising Policy, this decision may be appealed to the Director Facilities and Building Operations within 5 business days of the denial. The Director Facilities and Building Operations may consult with the County Attorney's Office concerning this appeal and upon reaching a decision, shall provide a written explanation for the decision within ten (10) days after receiving the notice of appeal.

3. Appeal of Decision. A sponsor may request review of a decision by the Director Facilities and Building Operations by the Olmsted County Board by filing a notice of appeal with the Olmsted County Attorney's Office within ten (10) days of issuance of the decision by the Director Facilities and Building Operations to be considered at the next regularly scheduled meeting of the County Board. The County Board shall provide a written explanation for decision concerning its review within thirty (30) days of the appeal hearing, a copy of which shall be mailed to the sponsor. This determination shall be deemed final.

VI. RESPONSIBILITIES

Olmsted County is responsible for the implementation of this Graham Park Advertising Policy.

OLMSTED COUNTY HAS CREATED THIS POLICY BASED ON A POLICY ADOPTED BY THE PIERCE COUNTY TRANSIT AUTHORITY OF PIERCE COUNTY, WASHINGTON AND GRATEFULLY ACKNOWLEDGES ITS ASSISTANCE.