

GENERAL USAGE POLICIES

Facility Management retains control and management of the Facility always, and shall have the right and duty at all times to enforce these Policies and Procedures and shall have the right to eject from the Facility all persons who fail or refuse to comply with the Policies and Procedures.

Access During Events

Facility Management shall have the right to access the Facility at any time during any Event.

Accident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with Facility Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to Facility Management as soon as possible, but not later than the next business day.

Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury and/or property damage.

Advertising

Event Holder shall not hang signs, bunting or other advertising materials anywhere in the Facility or on the Mayes County Fairgrounds without prior approval of Facility Management. Mayes County does recognize the need for Event Holders to display sponsor advertising; therefore, advertising materials and locations will be determined by Facility Management on an Event by Event basis.

Alcoholic Beverages

Alcohol is strictly prohibited in the Facility or on the Mayes County Fairgrounds unless the following below requirements are met.

Event Holder, participants and guests are not allowed to bring alcoholic beverages onto the Mayes County Fairgrounds or into the Facility except as follows:

1. Only alcohol that is to be sold and/or served by Event Holder is allowed in the Facility or on the Mayes County Fairgrounds.
2. Event Holder must obtain a special event permit. Details must be discussed during a planning meeting.

3. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as; location, time, security plan) during planning meetings with Facility Management.
4. Event Holder must provide certificate of insurance, including host liability and/or liquor liability as described in the Insurance section herein.
5. Event Holder must provide security plan to Facility Management for final approval a minimum of thirty (30) days prior to scheduled event.

Alcohol is prohibited from being sold or served at an Event being held for a person under the age of 21, including, but not limited to, baptisms, birthday parties, and youth-oriented events.

Animals

Event Holder, participants, and guests utilizing the Facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, including those applicable with the humane care and treatment of animals. Event Holder assumes the full responsibility of complying with all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of the animals, which are under Event Holder's care and control or the care and control of any participant or guest.

All animals must be penned, stalled, leashed, or otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals at the Facility must use every care to assure safety of all people attending the Facility. Violation of this policy may result in contacting Animal Control and the removal of animals from the Facility.

Nothing in this policy is intended to hinder or prohibit Service Animals as defined by Federal Regulations from entering the Facility.

Cancellation of Event

All cancellations of the Event by Event Holder shall be in writing and effective upon receipt by Facility Management. Any refund of fees paid will be refunded pursuant to policies and procedures under the Cancellation of Event Refund provision.

If Facility Management cancels an Event for any reason, unforeseen or otherwise, then all money paid by Event Holder to the County shall be refunded.

Changes in Policies and Procedures

These Policies and Procedures may be changed or amended from time to time. The Policies in Procedures in effect at the time the Event takes place will govern.

If the Policies and Procedures in place at the time of the signing of the Rental Agreement are materially changed or amended prior to the Event taking place, Event Holder will be entitled to a full refund of all money paid for the rental of the Facility.

Cleanup Guidelines

Clean-up requirements differ for each Event at the Facility and shall be determined at the planning meetings. Failure to meet the clean-up requirements may result in partial or total forfeiture of the security deposit, and the Event Holder may be prohibited from using the Facility in the future.

Date Hold Deposit

The date for the Event set out in the Rental Agreement is not considered confirmed until a non-refundable 25% of the rental fee for the Hold Date Deposit is received by Facility Management. The Date Hold Deposit must be paid within 30 days of executing a Rental Agreement. If the Date Hold Deposit is not received within 30 days of executing a Rental Agreement, then the hold on the date will be released and the date will be available for other potential Events.

The Date Hold Deposit shall be retained by Facility Management if an Event is cancelled by the Event Holder for any reason.

Damage Costs

Event Holder shall be held responsible for all damages to the Facility and surrounding Mayes County Fairground property. All costs deemed necessary and incurred by Mayes County for replacement and/or repairs caused by Event Holder or their guests/participants will be billed to Event Holder within ten (10) working days after the Event. Payment must be made within fifteen (15) days after receipt of billing.

Decorations

All decorating plans must be approved by Facility Management with the floor plan for the Event, which is due a minimum of thirty (30) days prior to the Event. Regardless of the type of decorations, Event Holder must remove all decorating materials immediately following the Event.

Decorations, signs, banners and all similar materials may not be nailed, taped, stapled or otherwise fastened to ceilings, doors, walls, glass, columns or painted surfaces.

Helium balloons may only be used when permanently attached to authorized displays. All signs, banners, and displays to be suspended from exhibit hall ceiling must be approved in advance and hung by or assisted by Facility Management.

Deliveries

Deliveries will not be accepted by the Facility Management for the Event or on behalf of Event Holder.

Event Marketing

Facility Management shall not be responsible for any marketing or other promotion of the Event. The Facility or the Mayes County Fairgrounds office phone numbers, as well as any Mayes County phone number, shall not be published or placed on any marketing or promotional material, or otherwise communicated in connection with the Event. Mayes County may not be used on any marketing or promotional material without the prior written approval of Mayes County Board of County Commissioners.

Event Staffing

Event Holder shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Rental Agreement. Facility Management may be able to provide personnel for limited activities at its sole discretion. A Facility Management representative may be on-site or on-call while the Facility is occupied. This will be determined on an Event by Event basis and finalized during the planning meetings.

Facility Alterations or Repair

Event Holder may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical alterations or repair on any Facility.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (UFC), as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Facility Management will work with Event Holder during the planning meetings to ensure compliance with the UFC. However, Event Holder is ultimately responsible for compliance. Event Holder should contact the City of Pryor Fire Department at least thirty (30) days prior to the Event and, if required, complete and submit any necessary application and fees to the Fire Department. Open fires may be permitted in the sole discretion of Facility Management, but prior written approval must be obtained; however, such approval may be revoked at any time by Facility Management.

Fireworks

Fireworks may be permitted for the Event with the prior written approval of Facility Management, but all local, state, and federal laws must be complied with, and any

necessary application and fees must be submitted by Event Holder to the appropriate authorities.

Floor/Area Plans

Event Holder shall submit floor/area plans to Facility Management at least thirty (30) days in advance of the Event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facility Management will work with Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Facility requirements.

Food Service and Event Catering

Food service in the Facility shall meet all health standards of the Mayes County Health Department. All details shall be discussed in the planning meetings.

Event Holder has the option to have caterers/concessionaires provide food service. All caterers and concessionaires must be a licensed food service company and certified by the Mayes County Health Department.

Food and beverage distributed by exhibitors in the Facility are limited to products manufactured, processed or distributed by the exhibiting firm and are limited to a four (4) ounce sample size.

General Compliance

Event Holder further agrees to absolutely comply with all of these Policies and Procedures and all terms and conditions indicated in the Rental Agreement. Any failure to timely comply may result in additional fees and even cancellation of the Event with or without an opportunity to cure the non-compliance at the sole discretion of Facility Management. Event Holder agrees to comply with all applicable governmental rules, regulations, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, usage, assessment fees and charges and other fees and assessments in compliance with all requirements of all applicable government entities.

Glass Containers

Glass drinking containers are not permitted in the Facility or on the Mayes County Fairgrounds, including all parking areas and lots.

Hazardous Waste

Event Holder agrees, at all times while on Mayes County property, not to possess, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Mayes County and/or any applicable laws. If Event Holder is in possession of such hazardous or toxic waste, Event Holder shall immediately notify

Facility Management and the Oklahoma Department of Environmental Protection as well as the Federal Environmental Protection Agency and other such governmental agency or body as may be required by law. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Mayes County property. If Event Holder, or its employees, agents, vendors, sub-licensees, caterers, concessionaires or guests dump grease or other unauthorized waste in the Facility sewer system or at locations not authorized by Facility Management, or otherwise violate the provisions of this paragraph, Facilities Management will hold Event Holder responsible and shall subject Event Holder to a fine of \$1,000.00, plus any costs incurred by Facility Management and any other applicable fees. Such fine shall be imposed by Facility Management for each infraction. In addition, such infraction shall be deemed in material breach of the Rental Agreement by Event Holder and subject to immediate termination of the Rental Agreement, cancellation of the Event, and removal of Event Holder, participants, and guests from the Facility.

Health Permit Requirements

If the Event involves a temporary food service operation or food demonstration, Event Holder is responsible for informing such exhibitors or food service operators that a permit from the Mayes County Health Department is required and provide said permit to Facility Management. Event Holder shall contact the Mayes County Health Department located at 111 NE 1st St., Pryor, Oklahoma, telephone number (918) 824-4224, at least thirty (30) days prior to the Event.

Indemnification

To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless the County and its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Event or Event Holder's use of the Facility, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of Event Holder, anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable; provided, however, that except for worker's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from the sole negligence of the County, or its officers, agents, or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described herein.

With respect to any and all claims against the County or any of its officers, employees or agents by any employee of Event Holder or anyone directly or indirectly employed by

Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Event Holder, under worker's compensation acts, disability benefit acts or other employee benefit acts.

Under Oklahoma law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Oklahoma Livestock Activities Liability Limitation Act (76 O.S. § 50.1).

Intellectual Property

Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold Mayes County and its officers, agents and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material.

Key Distribution

The distribution of any keys for the Facility will be arranged with the Facility Management during planning meetings for the Event. Failure to return the keys at the specified time may result in forfeiture of the security deposit. If the County must re-key the Facility due to the failure of an Event Holder to return any keys, all such costs shall be paid by Event Holder.

Liability Limitations of Parking

Mayes County and Facility Management shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Event Holder, participants, and guests are required to park all vehicles in designated parking areas and lots. Any vehicle parked in areas not designated for parking may be ticketed and/or towed at the owner's expense.

Lost or Stolen Articles

Mayes County and Facility Management shall not be responsible, under any circumstances, for property belonging to or being used by Event Holder while at the Facility. Mayes County and Facility Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by Event Holder. In addition, Mayes County and Facility Management is not responsible for any loss of articles or equipment left unattended in the Facility or on the Mayes County Fairgrounds. The usage of security personnel when such equipment or articles are left in the Facility or on the Mayes County Fairgrounds shall be the responsibility of Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the Facility only at such hours as designated in the Rental Agreement. Event Holder

assumes all responsibility for any goods or material, that are placed in the storage areas of the Facility before, during or after an Event.

Medical Personnel

Facility Management has the right to require the presence of medical personnel at the Event; based on the type of the Event. Event Holder will be notified of such requirement prior to the Event.

No Smoking

Pursuant to 21 O.S. § 1247, smoking is prohibited within all buildings owned, leased or operated by Mayes County.

Noise Restrictions

Noise levels shall not violate any local or State laws, at any time.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at the Facility and on the Mayes County Fairgrounds. Event Holder is responsible to coordinate with Facility Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Use of parking areas and lots is subject to availability. Parking areas and lots may be used only for purposes associated with the Event. Overnight parking may be limited in the sole discretion of Facility Management. No flyers shall be placed on any vehicles in the parking areas or lots.

Photos

Facility Management may take photos of public Events held at the Facility. These photos shall be the property of Mayes County and may be used by the County or Facility Management for educational or promotional materials.

Planning Meetings

As deemed necessary by Facility Management, planning meetings will be conducted for certain Events. These meetings shall be scheduled at an agreed upon date and time. All planning meetings with Event Holder must take place no later than 30 days prior to Event.

Reservations

Event Holder must contract Facility Management to determine date availability and for the completion of a Rental Agreement. Consideration may be given to Event Holder for

renting on the same dates for the following year. Event Holder is recommended to notify Facility Management of Event Holder's intent to return the following year in writing as soon as possible, preferably within 60 days following the Event. However, Facility Management cannot guarantee a hold on such date until a Rental Agreement is executed and a Date Hold Deposit is received.

Sales Taxes and Other Taxes, Fees, Assessments and Charges Collection

Event Holder and Event Holder vendors are responsible for the collection and payment of all sales taxes and any other applicable taxes, fees, assessments and charges in compliance with all requirements of all applicable government entities. Mayes County and Facility Management is not responsible for the collection and/or payment of any such applicable taxes, fees, assessments and/or charges.

Security

Facility Management has the right to require security at the Event, based on the type of Event. Facility Management, with the consultation of the Mayes County Sheriff's Office, will determine the security needs of the Event. All security plans for the Event must be submitted and approved by Facility Management a minimum of thirty (30) days prior to the Event.

Security Deposit

Event Holder may be required to post a security deposit to defray the cost of repairs and clean-up, at the sole discretion of Facility Management. The deposit will be refunded if the Facility and surrounding property are clean and sustain no damages. The deposit shall be due and payable a minimum of thirty (30) days prior to commencement of the Event.

Subleasing

Event Holder may not, under any circumstances, sublease the Facility, or equipment or materials owned by Mayes County, without the prior written approval of Facility Management. Facility Management has the sole authority for renting or leasing the Facility.

Time of Events – Operating Hours

Facility Management reserves the right to regulate the time, place and manner of proposed activities in the Facility after consideration of all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the Facility for moving in and out in preparation of the Facility for the Event. ~~The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of Facility Management.~~

Use/Loss of County Equipment

Without prior coordination and agreement of Facility Management, Event Holder shall not operate any equipment owned by Mayes County. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by Mayes County. Event Holder will be responsible for any Mayes County equipment lost or damaged during the Event.

Use Restrictions

Facility Management may refuse to book an Event, in its sole discretion, when the Event conflicts with an Event previously scheduled at the Facility or on the surrounding Mayes County Fairgrounds. Once a Rental Agreement has been executed and the Date Hold Deposit has been paid for an Event, the Facility Management may, in its sole discretion, agree not to schedule a like Event in the Facility or on any part of the Mayes County Fairgrounds during the same period as that Event.

Waiver

Only the Mayes County Board of County Commissioners, the Mayes County Public Facilities Authority Board, and the Mayes County Free Fair Board may waive any part of these Policies and Procedures. Such waiver must be completed in writing and must be approved by each of these entities at a public hearing.