

## **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 \$500,000.00 per occurrence and \$5,000.00 medical payment 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. Proof of coverage must be provided prior to signing of rental contract. 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](mailto: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. 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
- Separate checks: 1) \$100 Security Deposit **and**; 2) \$500 Damage Deposit postdated with your event date

### **Damage Deposit**

In addition to the rental fee, the renter shall agree to pay a damage deposit of \$500 with the contract and the \$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.

### **Cancellations**

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

## 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 disperse 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.
- 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.
- **Renter shall pay for special security if such is deemed necessary by the SCAS. If the rental building is used for an event for someone under the age of 21 and alcohol is being served, the SCAS will secure security for the day of the event at the cost of the Renter and will need to be paid for a week before the event.**
- 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 without warning.

## Rental Rules & Regulations

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 and 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 or left for pick up after rental date(s).
- All decorations must be approved by the SCAS staff.
- Decorations may not block doors, fire extinguishers, sprinklers, emergency equipment signage or windows.
- Candles are permitted in a fireproof container that is at least two inches (2") above the produced flame. Any damage done to the facility or equipment due to the use of candles is the sole responsibility of the renter.
- We **DO NOT** allow the following:
  - Tape of any kind or Command type strips on any surface, tables, chairs, doors or walls
  - Stickers, labels or adhesives
  - Nails, pins, tacks, staples, etc. on any surface
  - Items hung from the walls, ceilings, windows, doors, etc.
  - Moving of curtains and poles and/or stage and steps
  - Sitting on tables and the stage
  - Confetti, loose glitter or uncontained sand; this includes inside of balloons
  - Throwing rice, birdseed, faux flower petals, etc.
- Renters are required to put all garbage (kitchen and bathrooms also) in the dumpsters. All boxes must be broken down flat before placing them in the dumpsters.
- 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
- Kitchen areas are to be wiped clean and rules posted on kitchen walls must be followed.
- All tables must have table covering. (No tape or Command type strips may be used)
- You must use your own extension cords and ladders. We will not provide those.
- Doors are not to be propped 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.
- Children to play unattended (no balls are allowed in facilities during events) All children must be accompanied by an adult.
- Provide your own items required for food storage, service, prep and cleanup. A list of what you may need can be found at <https://sewardcountyfairgrounds.com/wp-content/uploads/2021/11/Kitchen-Supply-Checklist.pdf>
- 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.

### **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**

Smoking 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
- Christmas Eve
- Christmas Day

***Most events will have a SCAS Building Host to oversee the building. Assigned staff will assist with answering questions and troubleshooting during the event. They may help with clean up but renters must be prepared to have someone take out all trash during and after the event. This includes the kitchen and bathrooms.***

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 or misuse of the premises by the renter and/or their guests.

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