



# Alachua County Agriculture and Equestrian Center Non-Equestrian/Agriculture Events Rules and Regulations

EXHIBIT C

*DRAFT REVISED 3/23/2023*

## **Definitions**

Center- the Alachua County Agriculture and Equestrian Center, which consists of the complex of facilities located at 23100 W. Newberry Road, Newberry, Florida 32669.

Facility - that portion of the Alachua County Agriculture and Equestrian Center described in Exhibit A-1, which is the subject of this Lease Agreement.

Facility Use Agreement (FUA) - a License Agreement for the Use of Alachua County Agriculture and Equestrian Center that has been executed by the Licensee

County - Alachua County

Sheriff - Alachua County Sheriff's Office

Fire Marshall - Alachua County Fire Marshal

Licensee -The applicant.

Event - the activity or activities authorized to be held at the Facility on a specific date or dates pursuant to a License Agreement for the Use of Alachua County Agriculture and Equestrian Center that has been executed by the Licensee.

## **Management**

The Center operates under the management of Visit Gainesville, Alachua County, FL, and at the direction of the Alachua County Board of County Commissioners.

During any time covered by a FUA, any County employee, or other County representative, may at no cost, enter, inspect, or search the Facility, and may move in, out, on, or about the entire Facility while conducting his or her official duties. If a matter arises that is not covered under these general rules, the County Manager make a determination that shall be binding on the Licensee.

### **Scheduling**

The Licensee does not have a confirmed reservation unless and until all required paperwork is submitted, reviewed, and approved.

Unless the Licensee has secured the entire Center, there may be times when multiple events are scheduled at the Center. The County reserves the right to schedule multiple events that utilize different portions of the Center.

At least fourteen calendar days prior to the Event, the Licensee must do the following:

Meet with County, **or its contracted managers**, to determine (if applicable):

- Concession/catering needs
- Decorating needs
- Delivery locations
- Cleaning service needs

Secure required insurance naming Alachua County, its officials, employees, agents, representatives, contractors, and volunteers as Additional Insured.

Submit to County, **or its contracted managers**:

- List of all service providers with copy of contracts, if applicable
- Copies of DRAFT promotional materials
- Insurance certificate(s)
- Sheriff approved security plan
- Final site, safety, and parking plans
- Exterior signage requests (i.e. message board)
- Notification of large equipment usage
- Load in/out schedules
- Updated attendance number estimates
- Worker's compensation exemption, sales tax exemption, proof of corporation, if applicable
- Submit all required permits and payment of fees due, in accordance with the adopted fee schedule
- Meet with onsite Facility staff to confirm event details.

### **Animal Acts**

Non-human primates are prohibited at the Facility. The Event shall not include any animals except for those listed in Exhibit B of the FUA. The County reserves the right to revoke or terminate any FUA, regardless of whether it involves a pre-approved activity, where the Board determines, in its sole discretion, the proposed activities would violate the County's Animal Exploitation ordinance, as may be amended by the County.

At the time of booking, but no later than 60 days prior to the event, the Licensee shall provide a written list of all animals including details as to species, number of animals and a description as to how they will be exhibited or utilized. If new species are added at a later date, then the notice shall immediately be amended and resent.

The Licensee shall ensure all animals shown or exhibited on the Premises have current health certificates. The Licensee shall bring these certificates to the Premises and make them available for inspection by the County. Prior to using the Premises for any use involving animals, the Licensee shall provide a notice to (1) Alachua County Animal Services, (2) Florida Fish & Wildlife Conservation Commission, and (3) *Visit Gainesville, Alachua County, FL*. Notice shall be emailed to both [acea@alachuacounty.us](mailto:acea@alachuacounty.us) and [animals@alachuacounty.us](mailto:animals@alachuacounty.us).

The Licensee shall provide a list, immediately upon request of the County, or Florida Fish and Wildlife Conservation Commission, containing the names, phone numbers, and addresses of all persons owning or possessing animals on the Premises. **With the exception of the Alachua County Youth Fair, animals shall not be fed in the covered arena.**

The County reserves the right to accept or reject any animal acts on the Premises.

### **Facility Modifications**

The Licensee shall not make any modifications to existing grounds, buildings, or equipment without prior written approval from the County. Prior to making any approved modifications, the Licensee shall coordinate the date and time of said approved modification, which shall only occur under the supervision of County employee(s) assigned to the task. The Licensee shall restore all modifications to their original condition before the expiration of this License Agreement.

No permanent improvements may be made to the Facility without prior approval by the County.

Any permanent improvements made become the property of the County and shall be utilized or maintained at the County's discretion.

No electrical wiring alterations are permitted without the prior written permission of the County.

### **Signage**

Licensee shall comply with all signs and postings (e.g., "No Parking", "No Smoking", speed limit signage, etc.).

The Licensee shall submit all signage, banners and advertising at the Facility, or along adjacent public roads, to the County for approval and must receive written approval from the County prior to posting said signage, banners, or advertising at the Facility. All signs, banners and advertising must comply with applicable County policies as well as applicable municipal ordinances and state statutes.

The Licensee must submit copies of all proposed advertising and promotional material for the Event to the County and must receive the written approval from the County prior to publishing said advertising or promotional materials. All advertising or promotional materials must comply with applicable County policies.

### **Lost/Stolen/Damaged Items**

The County shall not be responsible to the Licensee or any of Licensee's guests, invitees, attendees, or anyone else for any equipment, displays, personal items or any other items lost or damaged due to fire, theft or any other causes for loss. The Licensee agrees to hold harmless and indemnify the County for all such claims.

### **Additional Charges**

Additional charges will be assessed to the Licensee on the Final Settlement Statement and are due and payable on receipt of Statement. If additional charges are assessed, Licensee is responsible for payment of these charges to the County. The Licensee shall be in default of the FUA if the Licensee does not pay the additional charges within five calendar days of its receipt of the Final Settlement Statement.

Items subject to additional charges include, but are not limited to:

- Keys not returned.
- Building(s) or grounds damaged or not cleaned.
- Licensee requested and received additional services or items not listed on Exhibit A

- Additional security personnel.
- Equipment or persons on the grounds after the agreed upon move-out date/time.
- Hold Overs (those staying beyond their move out date) are not permitted without the prior written authorization of the County. Licensee shall be responsible for any damages resulting from unauthorized hold overs.

Any increase to the original Facility Cost Sheet is due and payable prior to move-in.

### **Alcohol**

Alcoholic beverages are permitted. If the Licensee intends to sell alcohol on premises, a copy of the license from the Division of Alcoholic Beverages and Tobacco must be delivered to the County, **or its contracted managers**, at least 14 calendar days prior to the Event. Licensee may utilize banners, signage or advertisement of companies that sell or endorse alcoholic products within the Facility.

### **Amplified Sound**

No amplified sound is allowed between 11 p.m. and 7:00 a.m.; this is not a representation that amplified sound outside of this time period complies with applicable noise ordinances. Licensee must comply with applicable noise ordinances.

### **Deliveries**

Licensees shall not have deliveries made to the Facility prior to the Move-In Date. County staff will not accept deliveries for Licensee.

### **Equipment Storage**

No equipment, supplies or items belonging to the Licensee will be stored at the Facility prior to the Move-In Date or after the Move-Out Date without written permission from the County. Additional charges shall apply for materials stored in violation of this provision.

### **Insurance**

Licensee is required to procure and produce proof of current insurance in accordance with the limits listed in Exhibit F. Licensee may be required to procure additional insurance depending upon the nature of its event. Insurance will be determined on a case-by-case basis based on the activities proposed by the Licensee. Evidence of all insurances must be provided in accordance with the Reservation Procedures.

### **Permits, Licenses and Inspections**

Licensee shall obtain all required permits, licenses and inspections for the Event required by federal, state, or local laws, rules and regulations.

Except as otherwise provided in these Rules, Licensee shall present copies of required permits, licenses, and inspections to the County in accordance with the Reservation Procedures.

Failure of Licensee to comply with all applicable laws, permits, and licenses shall constitute a default by Licensee and shall be grounds for the County to terminate this FUA for cause.

Licensee is responsible for complying with all applicable city, county, state and federal laws and regulations that apply to the specific activities covered under the FUA.

### **Setup/ Cleanup**

Licensee is not permitted to use County equipment and must ensure that all participants and their horses or other animals vacate the arena floor and remain off the arena floor during drags and/or other maintenance. The Licensee is responsible

for all other pre-Event setup, unless as detailed in this FUA. The County will not direct, conduct, manage or set up for Licensee's scheduled event(s). The County may be present during pre-Event setup.

The Licensee is responsible for post-Event breakdown and clean up, unless as detailed in the FUA. The County will not direct, conduct or manage the Licensee's breakdown. The County may be present during post-Event breakdown.

It is the responsibility of the Licensee to provide, as needed, additional trash bins, dumpsters, and portable restrooms for their Event(s). The Licensee is responsible for payment of these services and to have all equipment, dumpsters, trailers, etc. removed by the Move-Out Date.

It is the responsibility of the Licensee to ensure trash is deposited in the appropriate receptacles.

The Licensee shall return the Facility to the County in the same condition as received. The clean-up of Facility must be completed by the Move-Out Date.

If there is damage, additional cleanup is needed or equipment is left at the Facility, the County reserves the right to charge the Licensee additional fees for repairs, clean up or storage.

#### **Refunds and Cancellations**

The Licensee may cancel with written notice to the County. The amount of refund, if any, will be based on date of cancellation relative to event date. No refunds will be issued for cancellations within 90 days of the Move-In Date.

#### **Security, Parking, Rescue and First Aid**

The Licensee may be required to submit a site plan depending on scope of event detailing proposed uses of all locations, including hazards, food/cooking areas, first aid stations, ingress/egress, construction (stages, tents, etc.) areas.

An emergency response rescue unit, law enforcement personnel, or crowd control personnel may be required as deemed necessary by the Sheriff or Fire Marshal for safety purposes. The Licensee shall be responsible for all costs incurred for these services.

Security and safety services must be arranged through the County; no private security is permitted.

The County, Sheriff and Fire Marshal or other appropriate government agency representatives in the performance of their duties are authorized to suspend the event for public safety purposes, violation of building or health codes, failure to obtain required permits, violation of permits, or the description of the event in the application was not accurately described or was misrepresented. The County, Sheriff, or Fire Marshal may limit event attendance for safety or security reasons.

There is NO SMOKING or open flame inside any building or enclosure. **Bonfires/campfires are NOT permitted.**

Motorized equipment operators (4-wheeler, golf cart, scooter, etc.) must possess and maintain a valid Drivers' license. Motorized equipment must be of a quiet nature.

All dogs must be leashed pursuant to Alachua County Code Chapter 72, Section 72.20 and 72.21. Failure to comply may result in the impounding of dogs and related impounding fees and charges.

No parking between the barns except during loading and unloading.