

LICENSE AND OPERATING AGREEMENT  
CITY OF COLUMBIA, MISSOURI AND  
BOONE COUNTY FAIR, INC.

This LICENSE AND OPERATING AGREEMENT, made and entered into the date of the last signature on the last page herein, by and between the City of Columbia, Missouri, a municipal corporation, by and through its City Council and designated and authorized representatives hereinafter ascribed, and hereinafter referred to as “City”, and the Boone County Fair, Inc., (also known as the Boone Count Agricultural & Mechanical Society, Inc.) through its designated and authorized representative hereinafter ascribed, and hereinafter referred to as “Fair Board”.

WHEREAS, the City is the record owner of certain subject property, located at 5212 North Oakland Gravel Road, Boone County, Missouri, commonly known as the Boone County Fairgrounds, specifically including the Coliseum Building, horse barns, livestock buildings, Grandstand arena, and other covered buildings, shelters, appurtenances, and improvements on the real estate comprising 135.9 acres and identified as Tract Number 1, on a survey recorded at Book 4852, Page 155, Boone County records; hereinafter referred to as Fairgrounds; and

WHEREAS, Mortgage Research Center, LLC, d/b/a Veterans United Home loans, hereinafter “VU”, has an existing Master Lease of the subject property at certain times from the prior owner, and the City has agreed to honor said Master Lease, which contemplates and provides for sub-lease by the Fair Board, and another and separate land lease of contiguous parking space on the north end of the foresaid Tract 1, to United Parcel Service (hereinafter “UPS”); and

WHEREAS, VU and the Fair Board have entered into a sub-lease agreement and the City as successor in interest to the landlord rights and responsibilities of the aforesaid Master Lease, does approve of same as provided for therein; and

WHEREAS, the prior owner had heretofore closed the Boone County Fairgrounds and has minimally maintained the subject property, the City cannot warrant the condition of the

property as suitable for any particular use, including the use of the property for the annual Boone County Fair; and

WHEREAS, despite the inability of the City to ensure the subject property will be suitable for the Fair Board's desired use, the Fair Board desires to use the Fairgrounds for the 2021 Boone County Fair, and an annual county fair hereafter; and

WHEREAS, the Fair Board has agreed to accept the properties and buildings on the Fairgrounds in "as is" condition without any guarantees regarding the safety or functioning of the buildings and buildings' systems; and

WHEREAS, the Fair Board plans to bring all supplies and infrastructure, and to make such repairs and accommodation on the property and to the property as necessary to safely use the property for the purposes of the Boone County Fair, and shall return the property to the City in the condition existing at the time of entry under this agreement, clean and without any excessive wear and tear at the conclusion of the Fair Board's use, and with the exception of the HVAC systems, given the age of said equipment; and

WHEREAS, the parties are both aware that the COVID-19 virus outbreak has existed in Boone County, and elsewhere, since early March of 2020, necessitating certain public health rules, guidelines, and restrictions; and that both parties will be doing their utmost to follow and adhere to such public health rules, guidelines, and restrictions, now and in the future.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

**1. City Agreements.** City agrees as follows:

- a. Possession for Event.** City agrees to provide possession of the property to the Fair Board from July 17, 2021 at 8:00 AM ("**License and Operating Agreement Commencement Date**"), through midnight on July 25, 2021, with set-up occurring on July 17-20, the Boone County Fair Events occurring on July 20<sup>th</sup>-24<sup>th</sup>, and tear-down and clean up occurring prior to midnight, July 25, 2021. This license shall continue for future years upon notice in writing by the Fair Board to the City of contemplated event dates no later than February 1 of the year. After 2021 failure by the Fair Board to hold a fair on this property during any given year shall release City from further obligation to permit

Fair Board to use the facilities unless expressly agreed to by the parties in writing. The possession and use agreed to herein shall specifically include the Coliseum Building, horse barns, livestock buildings, Grandstand arena, and other covered buildings and shelters, and appurtenances, together with the parking and land contiguous to the buildings described above which are necessary to the functions and activities of the Boone County Fair. Notwithstanding the foregoing, the City shall have the right to designate certain areas as “secured” areas which shall be re-keyed so as to prevent access by the Fair Board and its employees and invitees. These secure areas will be shown to the Fair Board in a walkthrough to be arranged by the Fair Board with the City’s Facilities Maintenance Manager or other designated representative of the City, which shall be scheduled by the Fair Board designated representative with the City designated representative no later than June 16, 2021. The Fair Board has and shall further make such separate agreements as are necessary between it, Boone County, and UPS regarding the use of parking lots on the north end of the subject property and alternative parking for UPS during the Fair.

- b. Possession for needed maintenance and repairs; mowing and weed control.** The Fair Board shall have the non-exclusive right to access the property for purposes of needed repairs and/or accommodation on and to the property as necessary to safely use the property for the purposes of the Boone County Fair as provided for in the premises above. The City does agree and shall provide for mowing throughout the year on the subject property and specifically during the period beginning on and after June 16, 2021 through July 25, 2021, and each succeeding year of this license and agreement, for the benefit of the Fair and the Fair Board, and shall mow all areas on the property reasonably accessible by a tractor/mower. The City shall use such weed control products as are



the facility from City of Columbia Facilities Maintenance or their designated representative.

The Fair Board responsible person and contact information is as follows: Jeff Cook, President, Boone Co. Fair Board, 4550 N. Boothe Lane, Rocheport, MO 65279; [636-441-1111](tel:636-441-1111); (email: [jcook@boonecofairboard.com](mailto:jcook@boonecofairboard.com)).

**d. Utilities from functioning utility meters; agreement to reimburse City.**

The Fair Board agrees to pay the utility costs associated with the Fair Board's use of the subject property facilities as determined by meter readings as practicably obtained by the City from the utility providers and/or City staff immediately before and after the Fair Board's use of the property. These figures will be determined in conjunction with the utility provider's best information available to the City. Said payment shall be due within thirty (30) days of City's presentation of an invoice to the Fair Board that includes documentation of the utility costs incurred by the City during the Fair Board's period of possession.

**e. Utilities from "pulled" or non-functioning meters.** The Fair Board agrees to make arrangements directly with utility providers for the provision of meters and utility services from any meter that is not currently functioning or has been pulled. The Fair Board shall pay all bills associated with this directly with the utility providers, and will arrange for the provider to remove the meters after the Fair Board's event as reasonably necessary and/or practicable.

**f. Preparation of property for use.** The Fair Board shall arrange for any necessary ground preparations that are necessary for the Fair Board's anticipated use, and shall arrange for all supplies and infrastructure that is necessary for the Fair Board's use (such as trash service, trash bins, trash bags, toilet paper, paper towels, hand sanitizer dispensers, etc.)

**g. Personal property.** The City makes no representations about the availability of any



cleaned the property to the satisfaction of the City by midnight, July 25, 2021, or the closing date of the fair in succeeding years, the City will contract with an entity to perform the necessary cleaning and the Fair Board agrees to pay the City's costs so incurred within ten (10) days of presentation of an invoice by the City.

- k. No liability to City, indemnification and hold harmless.** The Fair Board acknowledges and agrees that the City shall have no liability for any injuries caused by any animals, machinery, equipment, or vehicles, shall have no responsibility for any animal and/or its welfare, for any injury or disease suffered, or for any damage of loss sustained at or during the term of this agreement at the subject property or facilities. To the fullest extent permitted by law, the Fair Board shall indemnify, hold harmless and defend the City, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the Fair Board, of any employee, invitee or licensee of the Fair Board, of any subcontractor directly or indirectly employed by the Fair Board, or of anyone else or whose acts the Fair Board or its sub-contractors may be liable, in connection with the Fair Board's use of the subject property.
- l. Insurance.** The Fair Board agrees to provide the City a certificate of general liability insurance, no later than ten (10) days prior to July 17, 2021, and opening or set up date of the fair in succeeding years, in the amount of \$2,000,000.00 per occurrence, \$500,000 for damage to rented premises, \$2,000,000.00 for personal injury, and \$5,000,000.00 general aggregate, and in a form acceptable to the City, such certificate of insurance naming, *inter alia*, the City of Columbia, Missouri, as an additional insured and loss payee.
- m. Property accepted in as is condition.** The Fair Board agrees to accept the subject properties and

buildings in their “as is” condition as of the date of possession, without any guarantees regarding the functioning of the buildings’ systems. The Fair Board acknowledges that City makes no warranties, express or implied, to any aspect of the property’s fitness for any particular use. The Fair Board shall arrange for any ground preparations and supplies and infrastructure.


**n. Unsafe conditions excusing City’s performance and compliance with public health requirements.** The Fair Board agrees to excuse the City’s performance of any obligations under this Agreement as to any particular portion of the property if it is determined by the City that any condition of the property makes the same unsafe or unfit for use by the Fair Board or Fair Board invitees. If the City is unable to provide possession of all or a portion of the property due to an unsafe condition of the property, the Fair Board’s obligations hereunder may be reduced or waived as is mutually agreed to by the parties. The Fair Board further agrees that it will abide by all County (or upon the future annexation of the subject property into the City of Columbia, all City) public health rules, guidelines, and restrictions of the State of Missouri and Boone County, Missouri, in the conduct of the Boone County Fair, and will advise its invitees of same upon entry upon the subject premises, by placard prominently posted at controlled entry points/gates.

**3. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri or the Western District of the U.S. Federal Courts.

**4. Binding on Successors in Interest.** The license, covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.





By:   
John Glascock, City Manager

Date:

ATTEST:

By: Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: Nancy Thompson, City Counselor

THE BOONE COUNTY FAIR, INC.  
(Boone County Agricultural  
& Mechanical  
Society, Inc.)

By:   
Jeff Cook

President, Boone Co. Fair,  
Inc.

Date: 5-3-21

Attest:

By: Matt Lewis  
Name and Title: VICE president

## Exhibit A

### Special Events Requirements

a. Fair Board shall provide City with the following plans for the City's review prior to the Fair. City shall review the plans and approve the plans in the City's sole discretion. Failure to obtain City's approval of the required plans shall result in the cancellation of the Fair license/permit. All required plans shall be submitted no later than fifteen (15) business days prior to the Fair. Fair Board shall comply with the City-approved Event plans.

i. Public Safety Plan: Fair Board shall provide a Public Safety Plan to outline procedures to be implemented in the event of an emergency situation during the Fair.

ii. Severe Weather/Emergency Shelter Plan: Fair Board shall provide a Severe Weather / Emergency Shelter Plan to outline procedures to be implemented in the event of severe weather occurring during the Fair.

iii. Accessibility Plan: Fair Board shall provide City with a plan to ensure Fair is accessible in accordance with the requirements of the Americans with Disabilities Act and related regulations.

iv. Signage Plan: Fair Board shall provide City with a plan outlining all signage used for the event, to include sign wording, location and size.

v. COVID-19 Health Plans. Fair Board shall provide COVID-19 Health Plans to outline the procedures to be implemented to reduce the spread of COVID-19 and Fair Board's approach to comply with all public health orders related to COVID-19.

vi. Concessions/Vendor Plan: Fair Board shall submit a Concessions and Vendor Plan, which shall identify the type of concession equipment to be used including portable concession trailers, tents, generators, grills, fryers, etc. The approved Technical Map shall indicate the location of concession facilities, identification of vendors, and shall outline plans for disposal of any waste generated by vendor operations. Any ashes resulting from the use of portable charcoal grills are to be removed from the park. There is absolutely no dumping of the ashes on the grass or grounds of the park. All grease, frying oil, and other waste products resulting from vendor operations must be removed from the park. Fair Board is responsible for addressing these issues as part of the overall trash/recycling plan.

vii. Traffic control and traffic plan.

viii. Solid Waste Plan

ix. Public Safety Plan

b. Fair Board shall provide a Technical Map for City review and approval. The Technical Map shall be dated as of the date of the last change. The Technical Map that

shall include, but is not limited to, details on the placement of vendor and /or concession booths, porta-johns, alcohol service locations, trash/recycling locations, number, size and location of portable generators, and any other temporary tents and structures placed inside the Fair location outlined on the Technical Map. Fair Board shall finalize its Event Technical Map and submit it for City approval.

c. Noise - A noise waiver will be in place during the hours of operation for the fair. In the event of a stage delay during the fair, Fair Board shall notify City's designated Event coordinator. The City's designated Event coordinator may allow a noise waiver until 11:30 p.m. on Monday, July 19, 2021, Tuesday, July 20, 2021, Wednesday, July 21, 2021, Thursday, July 22, 2021, Friday, July 23, 2021 and Saturday, July 24, 2021; and until 10:00 p.m. on Sunday, July 25, 2021.

d. Fair Board shall secure all necessary City permits required in connection with the Fair.

e. Carnival – Fair Board shall be allowed to add a carnival on the following conditions:

- i. Sonshine Amusements – Shall be responsible for securing all necessary permits required in connection with the carnival; and
- ii. the carnival operation shall comply with all federal, state, and local laws, codes, rules, and regulations; and
- iii. Sonshine Amusements – Shall provide to the City of Columbia verification from the Missouri Division of Fire Safety-Amusement Ride Safety that the amusement rides have been inspected and met the agency's minimum qualifications; and
- iv. Along with the necessary licensing and inspection, Sonshine Amusements shall provide a certificate of insurance with the City of Columbia, its elected officials and employees named as additional insureds with policy limits that must meet or exceed one (1) million dollars per occurrence against liability for injury as required by Missouri's Amusement Ride Safety Act, 316.210 RSMo and 11 CSR 40-6.040.

f. Alcohol Sales- Fair Board has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol at the Fair shall comply with the following provisions. The alcoholic beverage sales may immediately be halted for noncompliance with any of the below-listed conditions. The City of Columbia shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.

i. Alcoholic beverages shall only be sold at the soda & bar stations shown on the Technical Map. Hawkers will be allowed to sell in the designated fenced fair area, identified in City approved Technical Map.

- ii. Fair Board is responsible for ensuring there is no unregulated alcohol within the fenced Fair area.
- iii. Alcohol sales are limited to two (2) alcoholic beverages per sale. All alcoholic beverages must be pre-approved by the City. Alcoholic beverages pre-approved by the City are listed in the menu submitted by Fair Board and approved by the City.
- iv. Hawkers shall only sell beer as pre-approved by the City.
- v. Pouring of alcoholic beverages into anything other than the container intended for the beverage is prohibited.
- vi. All pre-packaged beverages shall be opened by servers or hawkers before being served.
- vii. Beverages, both alcoholic and non-alcoholic, shall not be sold or served in glass bottles or glass containers. Alcoholic beverages shall be sold or served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
- viii. Fair staff is responsible for ensuring ID's are checked before the issuance of wristbands. Bartenders/servers/hawkers are responsible for ensuring anyone they serve an alcoholic beverage is wearing a wristband indicating they are 21 years of age or older. The bartender/servers/hawkers are responsible for ensuring no one under 21 years of age is served alcohol.
- ix. Intoxicated individuals shall not be served.
- x. Alcoholic beverages shall be served only at the following times 4:00 p.m. Tuesday, July 20, 2021 concluding by 11:00 p.m. on Tuesday, July 20, 2021; 4:00 p.m. Wednesday, July 21, 2021 concluding by 11:00 p.m. on Wednesday, July 21, 2021; 4:00 p.m. Thursday, July 22, 2021 concluding by 11:00 p.m. on Thursday, July 22, 2021; 4:00 p.m. Friday, July 23, 2021 concluding by 11:00 p.m. on Friday, July 23, 2021; 4:00 p.m. Saturday, July 24, 2021 concluding by 11:00 p.m. on Saturday, July 24, 2021; 4:00 p.m. Sunday, July 25, 2021 concluding by 11:00 p.m. on Sunday, July 25, 2021.
- xi. All servers and Fair staff in the alcohol sales area and all hawkers are required to complete SMART training offered online by the University of Missouri on alcohol awareness or to have an Alcohol Server Certificate card issued by the Columbia/Boone County Department of Public Health and Human Services.
- xii. Fair Board will provide a list of all those persons that will be used as designated servers/bartenders/hawkers for the Fair to the City seven (7) business days before the Fair, along with a copy of a SMART training certificate or Alcohol Server Certificate card for each person on the list. Only designated servers/bartenders/ hawkers are allowed to pour or serve alcohol during the Fair.

xiii. Stations or hawkers serving, selling or distributing alcohol may be monitored and randomly checked for compliance with alcohol regulations by the City of Columbia and/or the State of Missouri.

xiv. Fair Board shall provide and keep in place signs at all bar stations stating: "ID Required – No More than 2 Drinks per Sale – Alcohol Sales End at 11:00 p.m. each day.

xv. Fair Board shall provide training to all servers and fair staff in the alcohol sales area and all hawkers on the alcohol rules and restrictions listed above.