Special Event Operations Agreement

THIS AGREEMENT (hereinafter "Agreement") is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and THE BOONE COUNTY FAIR, INC. (hereinafter "Organizer" or "Fair Board"), a nonprofit corporation organized in the State of Missouri and with authority to transact business within the State of Missouri.

WITNESSETH:

WHEREAS, Organizer desires to host the 2023 Boone County Fair (hereinafter "Event") and Organizer has requested the closure of any public street, sidewalk or public place for the Event; and

WHEREAS, Organizer is planning a special event that will require city services, equipment or support that is outside the ordinary course of business of the City; and

WHEREAS, pursuant to Section 24-73 of the City of Columbia's Code of Ordinances, the City and the Organizer have negotiated the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Date, Time, and Location of Event are set forth in Organizer's Event information contained in ***Exhibit A***.

2. Closure of Streets, Sidewalks, and Public Places: The Event Area (hereinafter "Event Area") is designated in the Event map contained in ***Exhibit B***. Organizer may close streets, sidewalks and/or public places in the Event Area specified as closed areas in ***Exhibit B***. Except as set forth in this Agreement and attached exhibits, all areas of the street, sidewalks and public places outside of the designated closed Event Area(s) shall remain open to the public.

3. Roles and Responsibilities:
    a. City's Responsibilities - City shall provide the services in support of the Event which are contained in ***Exhibit C***.

    b. Organizer's Responsibilities - Organizer shall be responsible for complying with the terms of this Agreement, the Exhibits, and any and all approved Plans and Technical Map. Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party, contractor, subcontractor, agent, and employee or volunteer to fulfill its obligations or promises to the

Organizer. Organizer shall pay the fees set forth in the City of Columbia Code of Ordinances for the Event.

4. Special Event Permit: Upon the payment of the Event deposit specified in ***Exhibit D***, City shall issue a special event permit to Organizer for the Event in the designated Event map contained in ***Exhibit B***, subject to the restrictions and conditions set forth in the Code, this Agreement and in the Exhibits, approved Technical Map and plans. The special event permit is contingent upon Organizer complying with this Agreement, maintaining specified insurance, and operating the Event in accordance to the terms set forth herein and in the attached Exhibits and approved Technical Map and plans.

5. Insurance. Organizer shall take out and maintain for the Event(s) such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from Event operations, whether such operations be by itself or by anyone directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of Event(s). The minimum amount and types of insurance required are outlined in ***Exhibit E***. At least 30 days prior to the Event, Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a 30-day mandatory cancellation notice. Failure to maintain the required insurance in force may be cause for termination of the Agreement and revocation of the permit. In the event that Organizer fails to maintain and keep in force the required insurance, the City shall have the right to cancel and terminate the Agreement without notice.

6. **HOLD HARMLESS. To the fullest extent not prohibited by law, the Organizer shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of the Organizer, of anyone directly or indirectly employed by or otherwise working for the Organizer, or of anyone for whose acts the Organizer may be liable, in connection with the Event(s). This provision does not, however, require Organizer to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the Agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.**

7. Restrictions and Conditions, Plans and Technical Map:
    a. Hours of Operation - Organizer is allowed to operate the Event on the date(s) and time(s) specified in ***Exhibit A***.

    b. Public Safety Plan. No later than two (2) weeks prior to the Event, Organizers shall provide a Public Safety Plan acceptable to the City. Organizer shall comply with Organizer's Public Safety Plan which has been approved by the City. Organizer shall be responsible for implementing the Public Safety Plan in the event of an emergency situation. Organizer shall provide trained crowd managers in the amount of one (1) per every five hundred (500) attendees.

    c. Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event(s).

    d. Organizer shall comply with the additional provisions set forth in ***Exhibit D***.

    e. Required Technical Map - Organizer will submit for City review and approval an Event Technical Map. The Event 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, art installations, alcohol service locations, trash/recycling locations, and any other temporary tents and structures placed inside the Event location outlined on the Event Map. Organizer shall finalize its Event Technical Map and submit it for City approval. The special Events permit is contingent upon the City's written approval of the final Technical Map for the Event.

    f. This Agreement is subject to the requirements set forth in the License and Operating Agreement between the City of Columbia, Missouri, and Boone County Fair, Inc. that are applicable to this year's event.

8. No Waiver of Immunities - In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

9. Compliance with Laws - Organizer shall comply with all federal, state, and local laws, codes, rules, and regulations.

10. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date. Section 6 of this Agreement shall survive termination of this Agreement.

11. Termination by Convenience - City may terminate this Agreement for its convenience.

12. Termination For Public Safety. City may terminate this Agreement and/or any permit issued pursuant to this agreement when the City Manager, in the City Manager's sole discretion, determines that such action is necessary when there is credible threat to public health, safety and welfare.

13. Termination by Default. Should Organizer be in default of any provision of this Agreement or any requirements contained herein or in an attached exhibit or approved plan, City may immediately terminate this Agreement and may revoke any permit issued for the Event.
14. Cancellation or Postponement pursuant to Section 24-74. Pursuant to Section 24-73, the city manager may cancel or postpone a special event permit if the manager thinks that any denial condition listed in section 24-73(d) of the Code exists, or is likely to exist, or to otherwise protect people and property in the city.

15. No Third-Party Beneficiary - No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

16. Amendment - No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

17. Governing Law and Venue - This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

18. Compliance with ADA and Nondiscrimination Laws - Organizer shall comply with federal, state and local laws related to Equal Opportunity and Nondiscrimination. Organizer shall

not discriminate on the basis of race, color, religion, sex, national origin, ancestry, marital status, disability sexual orientation, gender identity or expression, or any other protected category. In addition, Organizer shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices and public accommodations. Organizer shall make the Event accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.

19. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on the Agreement.

20. Contract Documents - This Agreement includes the following exhibits, which are incorporated herein by reference:

    Exhibit A: Organizer's Event Information

    Exhibit B: Event Map

    Exhibit C: City's Responsibilities

    Exhibit D: Special Event Restrictions and Conditions

    Exhibit E: Minimum Insurance Requirements

    Exhibit F: License and Operating Agreement City of Columbia, Missouri, and Boone County Fair, Inc.

    In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls. In the event of a conflict between the terms of the exhibits, the exhibits control in the order listed above.

21. Entire Agreement - This Agreement represents the entire and integrated Agreement between Organizer and City relative to the Event(s). All previous or contemporaneous agreements, representations, promises and conditions relating to the Event(s) described herein are superseded.

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlon Seewood, City Manager

Date: _____

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor/rw

ORGANIZER

By: _____

Name and Title: Fairboard President

Date: 5/17/23

ATTEST:

_____

Name and Title: _____

Exhibit A

Organizer's Event Information

1) Organizer desires to utilize portions of North East Regional Park for the 2023 Boone County Fair to be held on July 17 through July 22, 2023 subject to the restrictions and conditions set forth in this agreement and in the Exhibits.

2) Hours of Operation - Organizer is allowed to operate the Event during the following hours: gates open Monday, July 17, 2023 at 4:00 p.m. until 7:00 p.m.; gates open Tuesday, July 18, 2023 through Saturday, July 22, 2023 at 5:00 p.m. until 11:00 p.m. each evening.

3) Set-Up Activities for the Event may occur beginning on Saturday, July 15, 2023 and Sunday, July 16, 2023 from 7:00 a.m. until 10:00 p.m.

4) Clean-Up Activities - All tents, port-a-johns, and other temporary structures used for the Event shall be removed and other clean-up completed by Sunday, July 23, 2023 at 11:00 p.m. In the case of inclement weather and with approval in writing by the Parks & Recreation Department, this deadline may be extended to Monday, July 24, 2023 at 12:00 p.m. (noon).

Exhibit B
2023 Event Map

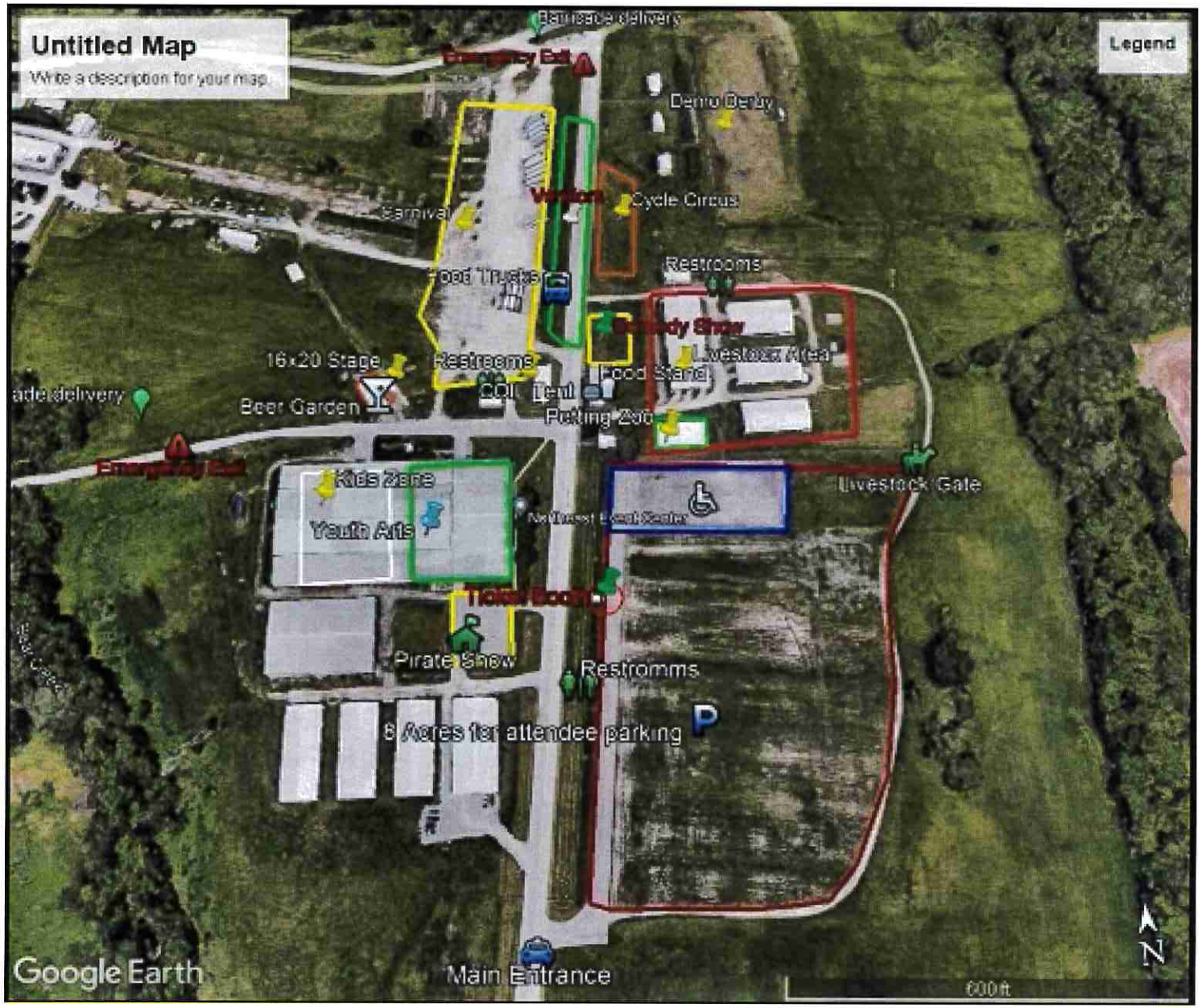

Exhibit C

City's Responsibilities

All City responsibilities will be consistent with the "License and Operating Agreement City of Columbia, Missouri and Boone County Fair, INC." signed by both parties and agreed upon on May 18, 2021.

Exhibit D

Special Event Restrictions and Conditions

1) Admission Fees - Organizer is authorized to charge admission to the gated Event area. The ticketed area will be distinguished from the remainder of the park by gating around its perimeter. Perimeter of gated Event area shall be secured with a combination of fencing types including chain link fencing, four-foot tall orange fencing, four-foot tall bike barricades and/or natural terrain as outlined in Exhibit B.

2) Portable Generators - Organizer shall provide City with information as to the number, size, and location of portable generators to be used at the Event. Location of generators shall be shown on the approved Technical Map.

3) Parking - Organizer shall ensure that all motorized vehicles, including those of Event staff and volunteers, shall remain on paved roads and /or in designated parking areas. City staff may approve in writing of the use of golf carts, small utility vehicles (such as a gator), and other types of vehicles as part of the approved plans adopted according to this Agreement. Notwithstanding the foregoing, the Parties agree that vehicles utilized during Event set-up shall be allowed on the grass outside of any designated parking area during set-up and clean-up.

4) Portable Toilets - Organizer shall provide sufficient portable toilets and washing stations/hand sanitizing stations for the Event as noted in the City's special event application and approved Technical Map. Portable toilets and washing /sanitizing stations shall be removed from park no later than Sunday, July 23, 2023 at 11:00 p.m. Organizer shall be solely responsible for installing and maintaining the toilets and washing/sanitizing stations in a safe and sanitary condition. Organizer shall provide portable restrooms meeting ADA accessibility guidelines and to locate such toilets so as they can be accessed via an accessible route in accordance with ADA regulations.

5) Alcohol Sales- Organizer has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol at the Event 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.

    a. Alcoholic beverages shall only be sold at the soda & bar stations shown on the Event Technical Map.

b. Fair Board is responsible for ensuring there is no unregulated alcohol within the fenced Event area.

c. 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 Organizer no later than two (2) weeks before event start date.

d. Pouring of alcoholic beverages into anything other than the container intended for the beverage is prohibited.

e. All pre-packaged beverages shall be opened by servers before being served.

f. 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.

g. Fair staff is responsible for ensuring ID's are checked before the issuance of wristbands. Bartenders/servers 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 are responsible for ensuring no one under 21 years of age is served alcohol.

h. Intoxicated individuals shall not be served.

i. Alcoholic beverages shall be served only at the following times: Tuesday, July 18, 2023 through Saturday, July 22, 2023 at 5:00 p.m. concluding at 10:30 p.m. each evening.

j. All servers and Fair staff in the alcohol sales area 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.

k. Fair Board will provide a list of all those persons that will be used as designated servers/bartenders for the Event to the City fourteen (14) business days before the festival, along with a copy of a SMART training certificate or Alcohol Server Certificate card for each person on the list. Only designated servers/bartenders are allowed to pour or serve alcohol during the Event.

l. Stations 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.

m. 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 10:30 p.m. each day".

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

6) Noise - A noise waiver will be in place during the hours of operation for the event as outlined in Exhibit A. In the event of a stage delay during the event, Organizer shall notify City's designated Event coordinator. The City's designated Event coordinator may allow a noise waiver on Monday, July 17, 2023 until 7:00 p.m. On Tuesday, July 18, 2023, Wednesday, July 19, 2023, Thursday, July 20, 2023, Friday, July 21, 2023 and Saturday, July 22, 2023, the City's designated Event Coordinator may allow a noise waiver until 11:00 p.m.
7) Fair Board shall work with the Columbia Fire Department to have Fire and Emergency personnel on site during the operating hours of the Event.

8) Fair Board shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event.

9) Fair Board shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to Fair Board.

10) Fair Board shall secure all necessary City permits required in connection with the Event.

11) Fair Board shall comply with the City-approved Event plans.
12) Carnival - Organizer shall be allowed to add a carnival on the following conditions:

a. Sonshine Amusements –Shall be responsible for securing all necessary permits required in connection with the carnival; and

b. The carnival operation shall comply with all federal, state, and local laws, codes, rules, and regulations; and

c. Sonshine Amusements – Shall take out and maintain insurance as set forth in this agreement and the attached exhibits; and

d. 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

e. 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.

13) Management of Trash, and Clean-up - City and Organizer shall negotiate a plan for the management of trash and clean-up of the Fair. Organizer shall be billed at actual costs based upon the unit costs in the Solid Waste Plan as outlined in ***Exhibit G***. Organizers shall work with the City of Columbia Parks and Recreation and Solid Waste Departments to determine appropriate locations for, and distribute trash receptacles throughout the Event space. Organizer shall ensure that staff and/or vendors do not move or relocate receptacles. Organizer shall be responsible for coordination of event staff, volunteers, or a contract agency to monitor and empty all trash receptacles during the event into the roll-off containers provided by the City. Organizer shall be responsible for supplying trash bags for receptacles. These may be purchased from the City or from a vendor of Organizer's choosing. City shall be responsible for delivering, emptying and picking up roll-off containers on a schedule agreed upon in writing by both parties as outlined in the Solid Waste Plan.

Organizer shall also be responsible for cleaning trash and litter left on the ground around the Fairgrounds and the collection and disposal of trash left by vendors, livestock, and participants after the conclusion of Event on Saturday, July 22, 2023. Organizer shall be responsible for conducting a final walk-through and cleaning of the Fair site, no later than 11:00 p.m on Sunday, July 23, 2023. In the case of inclement weather and with written approval by the Parks & Recreation Department Director, this deadline may be extended to noon on Monday, July 24, 2023. In the case of a deadline extension due to weather, Organizer will be responsible for notifying Solid Waste if a later final pickup is needed for roll-off containers.

14) Signage - Signs and banners promoting the Fair may only be displayed in the park on the days of the Fair. All such signs and banners shall be temporary and shall be removed from the park upon completion of the Fair. Signage to be placed outside of park area shall be outlined in a signage plan to be submitted by the Organizer to City. Signage outside of park area shall comply with the City of Columbia's Code of Ordinances.

15) Required Plans - Organizer shall provide to City the following plans for the City's review prior to the Event. 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 Event permit. All required plans shall be submitted no later than fifteen (15) business days prior to the festival.

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

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

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

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

e. Concessions/Vendor Plan: Organizer shall submit a Concessions and Vendor Plan. The plan 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. Organizer is responsible for addressing these issues as part of the overall trash/recycling plan.

Exhibit E

Minimum Insurance Requirements

1) Organizer's Insurance - Organizer shall obtain and maintain the following insurance in connection with the Event.

    a. Organizer agrees to provide the City a certificate of general liability insurance, no later than ten (10) days prior to July 15, 2023, in the among of $2,000,000 per occurrence, $500,000 for damage to rented premises, $2,000,000.00 for personal injury, and $5,000,000 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. Agreement and that requires a 30-day mandatory cancellation notice.

2) Insurance for Carnival - Organizer shall provide to the City of Columbia proof of additional insurance for the carnival as set forth in ***Exhibit D***.

3) Insurance for Other Entertainment- Organizer shall provide to the City of Columbia proof of additional insurance for other entertainment acts as set forth by the Missouri State statute and agreed upon by the Special Events Committee.

Exhibit F

License and Operating Agreement: City of Columbia, Missouri, and Boone County Fair, Inc.

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

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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 20th-24th, 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

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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

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necessary during the year to reasonably control weeds on the property during 2021 and each succeeding year that this license and agreement is in effect.

2. **Fair Board Agreements**. The Fair Board agrees as follows:
   a. **Rent.** The Fair Board agrees to pay One Dollar ($1.00) in annual rent within ten (10) days of the execution of this agreement by the City, and the anniversary date of same for succeeding years, in each year the fair is held.
   b. **Clean up and utility deposit.** The Fair Board agrees to provide City a performance bond acceptable to the City, in the amount of Ten Thousand and no/100 Dollars ($10,000.00) as security for the full and faithful performance by the Fair Board of the Fair Board's obligations hereunder at least 15 days prior to the License and Operating Agreement Commencement Date. The performance bond may be in the form of a stand-by, irrevocable letter of credit, or a surety performance bond in form and substance and issued by and drawn on a bank or surety satisfactory to the City. This performance bond shall be in addition to any potential performance bond required by VU pursuant to the sub-lease with VU. Said bond will be released or returned to the Fair Board, or continued to be held for a future year at the discretion of the parties' and agreement of the surety, after the property has been adequately cleaned and accepted by the City and after the Fair Board has paid the utilities due under this agreement as provided hereinafter. If the City makes a claim against any part of the bond for any reason as provide for herein, it will provide the Fair Board with a written explanation therefor, including the charges or claims made against said bond.
   c. **Designation of responsible party for keys.** The Fair Board agrees to provide one person who will be responsible for picking up and returning keys to

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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; [redacted]; (email: [redacted]).

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

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personal property on the property. If the Fair Board desires to use any tables, chairs, or other property that the City has on site, the Fair Board shall return them at the conclusion of the event and shall be responsible for any such property damaged or destroyed during the Fair Board's use of the property. No additional charges will be due to the City for use of any available personal property.

h. **Safety and Security during event**. The Fair Board agrees it will make adequate arrangements for security during its event and agrees that it will be responsible for the payment of any fees associated with event security. A general safety and security plan and a copy of said plan will be provided to City as provided therein, along with public health rules and restrictions that the Fair Board will be operating under during the time of its events.

i. **Notification of any damage**. The Fair Board agrees to immediately notify the City, by and through the City Facilities Maintenance Manager, or other designated representative, of any damage to the facilities or property during the term of this agreement, or the need for any repairs to the property. The Fair Board shall be responsible for the City's costs incurred in repair of any damage to the property as a result of the Fair Board's reasonable use, with the exception of the HVAC systems, given the age of said equipment.

j. **Clean up of property**. The Fair Board shall return the property to the City clean and without any excessive or unreasonable wear and tear at the conclusion of the Fair Board's use. All trash that accumulates during the term of this agreement shall be removed and disposed of properly no later than July 25, 2021, or the closing date of the fair license and operating agreement in succeeding years. The Fair Board shall clean all of the livestock buildings of animal waste, sawdust, hay, and straw no later than July 25, 2021, or the closing date of the fair in succeeding years, and shall remove such materials from the property. If the Fair Board has not

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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

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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.

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5. **Complete Agreement.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.

6. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7. This license and Operating agreement is subject to the approval of the City Council of the City of Columbia, Missouri.

8. Nothing herein shall be construed to be a waiver or limitation of the City's rights or defenses with regard to City's statutory, sovereign, governmental, or official immunities provided by State and Federal laws.

9. Special Events Requirements. Fair Board shall comply with the following additional special event requirements contained in Exhibit A, which is incorporated herein by reference.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

CITY OF COLUMBIA, MISSOURI

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By: DocuSigned by: John Glascock 09A685E5A6D1468...
John Glascock, City Manager

Date: 5/18/2021

ATTEST:

By: DocuSigned by: 4E1F069B868D404...
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: DA01C98E798B4D2... DS SVM
Nancy Thompson, City Counselor

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

By: Jeff Cook
Jeff Cook

President, Boone Co. Fair, Inc.

Date: 5-3-21

Attest:
By: Matt Lewis
Name and Title: Vice president

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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

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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.

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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.

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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.