



DOUGLAS COUNTY MAINTENANCE

Judicial & Law Enforcement Center
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Douglas County Fairgrounds Policies and Procedures *Effective February 1, 2019*

Quick Basics

- Fairgrounds Fees can be viewed at: douglascountyks.org/depts/maintenance/fairgrounds-fees
- Event host is responsible for the actions of their employees, guests, and attendees.
- Reservations can only be made by an adult 18 and older with identification and in their own name.
- Events on Fridays & Saturdays must end by midnight; events on all other days must end by 10pm.
- Vehicles left on premises after 12:00 pm the day following the event may be towed at the vehicle owner's expense.
- Douglas County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein or parked on County property.
- The County reserves the right at any time to make changes to these rules and regulations.

Fee Schedule Categories

There are five categories of usage and associated rental deposits/fees at the Douglas County Fairgrounds, including:

- **Youth** – Free use is available for events which are produced, managed and attended in full by non-profit 501c3 or similar organizations operating in Douglas County and serving youth (17 years of age and younger) who reside in Douglas County. Examples include Lawrence USD 497, Douglas County 4-H, Boys and Girls Clubs, Douglas County Scout events, etc. These events are subject to Tier 1 & 2 deposits and miscellaneous fees as deemed appropriate.
- **Non-Profit** – Free use is available to any non-profit groups who are using a facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising. The organization must be registered with the State of Kansas as a non-profit 501c3 community or similar qualifying non-profit entity.
 - No goods, services and/or products are sold (excluding food/beverage)
 - No admission fee, charge, or donation is assessed or collected.Examples include charitable fundraising events, animal adoption, and community workshops or training. These events are subject to Tier 1 & 2 deposits and miscellaneous fees as deemed appropriate.
- **Standard** – An event which is not open to the general public, is not sponsored by community or service organizations, and meets the following criteria:
 - No goods, services and/or products are sold (excluding food/beverage)
 - No admission fee, charge, or donation is assessed or collected.Examples include wedding receptions, anniversary parties, company functions, birthday parties, etc.
- **Commercial** – An event which is open to the general public but is not sponsored by community or service organizations. This also includes any event at which goods, services and/or products are sold (excluding food/beverage) or an admission fee, charge, or donation is assessed or collected. Examples include craft shows, consignment sales, clinics, seminars, meetings, sporting and recreational events, etc.

- **Douglas County Government Agencies and Departments** – Douglas County agencies and departments conducting official business of Douglas County have priority reservation status with no associated expenses. The following conditions apply to free use of the Fairgrounds:
 - All uses must be for official business of Douglas County Government.
 - Free, internal County use is available (based on availability) Monday – Wednesday (8:00 am – 4 pm) and Thursday (8 am – 12pm).
 - Free, internal use outside of these days/times is available, however; priority exceptions will be made for non-County uses with advance reservations of facilities that may require rescheduling or facility changes for County events and reservations, with the exception of any official business conducted by County departments.
 - All facility use requires a Reservation Agreement, signed by Fairgrounds Management, and is subject to these Regulations and any other reservation and use requirements. This includes, but is not limited to, cleanup, damage, insurance, permits and restrictions. Standard charges apply for extended hours, equipment, supplies, extra cleaning, etc. even if rental fees have been waived.

*****If fees are waived for any event, please note that Fairgrounds Management has the authority to move a function to a different location on the Fairgrounds up to 10 days prior to the event. *****

<i>Scheduling Your Event</i>

- Several items are necessary to schedule and prepare for your event:
 - Facility Rental Booking – basic information, location, dates, rental fee and any required deposits.
 - Rental Agreement (s) – overall contract for the Facility rental, which may include one of the following:
 - Event Camping with Electrical Hookups Permit - For events with overnight camping. Agreement is required to obtain a permit. All permits are issued by Fairgrounds Management and payment should be made directly to Douglas County, not to the event holder.
 - Culinary Commons Agreement- For exclusive use of the Culinary Commons.
 - Insurance Information – if required, a copy of the Certificate of Insurance with the mandatory coverages, limits, and additional insureds must be provided to Fairgrounds Management.
- A signed Rental Agreement must be delivered to the Fairgrounds Office no later than 30 days prior to the event. If required, all deposits and fees must be paid no later than 30 days prior to the event. Failure to deliver these items to the Fairgrounds Office within the 30-day period will result in forfeiture of all rental rights and fees, including access to the Fairgrounds. If you lose your Rental Agreement and need a new copy, you will be charged the actual costs for providing a new copy.
- All facility reservations and deposits made via credit card will be assessed a non-refundable 2.35% convenience fee.
- Notice of cancellation is required within 72 hours of reservation in order to receive full refund. Failure to comply with this contractual obligation will result in forfeiture of any and all rental fees paid to date for the associated reservation.
- Changes to the Rental Agreement must be agreed upon at least 30 days prior to event and are at the discretion of Fairgrounds Management.
- No reservation will be accepted more than twelve (12) months in advance of the event or activity. Any individual may reserve a facility up to twelve (12) months in advance for purposes of regular/monthly meetings or activities and must be renewed on an annual basis.
- [Tier 1](#) and [Tier 2](#) event deposit holders with enough balance in their deposit account may reserve facilities up to two (2) years in advance following consultation and confirmation with Fairgrounds

Management.

- Renter is responsible for all set up, including tables, chairs and any other special requirements related to their events.
- WI-FI: If needed, please request it before your event's start date.

Major Event Liability Insurance and Damage Deposits

- Major Event Liability Insurance is generally not required for meetings, small social gatherings and/or family celebrations that do not require special equipment and/or activities.
- For purposes of collecting the damage deposit related to major event reservations, Fairgrounds Management will determine whether the event falls within the following categories in order to assess the appropriate amount:
 - **Tier 1** - Low-impact events involving small animals and/or activities that do not require any special equipment or high-risk activities. Examples include car shows, bird/reptile/canine/feline shows or competitions, and some barn/farm animal shows or sales including swine, goats, sheep, etc. Generally, events in this category will not require liability insurance.
 - **Tier 2** – High-impact events involving large animals, large audiences/attendees, special equipment, usage of a substantial portion of the Fairgrounds, some events where alcohol is made available, and high-risk activities. Examples include barn/farm animal events including llama, horse and cattle shows, demolition derbies, carnivals, and swap meets. Generally, events in this category will require liability insurance.
 - If required, the renter shall obtain and maintain, for the duration of the Rental Agreement, satisfactory general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and \$500,000 for property damage and/or satisfactory liquor liability coverage with a limit of not less than \$1,000,000. The cost of insurance shall be borne solely by the renter.
- Liquor Liability Insurance and/or Major Event Liability Insurance including liquor liability coverage may also be required at the discretion of Fairgrounds Management.
- If required, the renter shall obtain and maintain, for the duration of the Rental Agreement, satisfactory general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and \$500,000 for property damage and/or satisfactory liquor liability coverage with a limit of not less than \$1,000,000. The cost of insurance shall be borne solely by the renter.
- If insurance is required for your event, you must provide a Certificate of Insurance which confirms the coverages and limits and which names Douglas County, Kansas and the Douglas County Board of County Commissioners, 1100 Massachusetts Street, Lawrence, KS 66044 as additional insureds. Proof of insurance must be presented to the County Fairgrounds Reservation Office no less than thirty days before the event.
- If needed, renters may request information regarding such insurance by contacting the Fairgrounds office at 785-832-5296.

Security

- The Douglas County Sheriff, County Administrator, or Fairgrounds Management reserves the right to require security at any and all events. If security is required, renters will be given additional information.
- In the event of an emergency situation, the Douglas County Sheriff has the authority to cancel, move, or terminate any function in any of the buildings at the Douglas County Fairgrounds, for whatever the Sheriff determines is necessary to carry on the functions of the Douglas County Jail, or public safety issues. It is the Sheriff's prerogative to do without any notification to the Department of Buildings and Grounds or the groups that may be occupying the buildings.
- All buildings at the Douglas County Fairgrounds are subject to entry and inspection by members of the Douglas County Sheriff's Office, other law enforcement agencies, or Fairgrounds

Management at any time and without advance notice or warning, and users must fully comply with and accommodate their requests for entrance and inspection.

- Private security may be retained by Event Holders for their event or after hours with advanced approval by Fairgrounds Management. Fairgrounds Management reserves the right to deny any person(s) or company to be hired for security and requests for security review must be requested at least 30 days prior to the event. If approved, private security is limited to the Fairgrounds parking areas included in the approved reservation. At no time will private security be granted access to any of the interior buildings in the approved reservation.

End of the Event

- End of Event - 12:00 am (Midnight)
 - Music/loud noise for inside events stops no later than - 11:45 pm
 - Music/loud noise for outside events must stop no later than - 10:30 pm
 - If your event is permitted to have alcohol, alcohol must stop being served at - 11:30 pm
- Sunday-Thursday Events End of Event - 10:00 pm
 - Music/loud noise for inside events stops no later than - 9:45pm
 - Music/loud noise for outside events must stop no later than - 8:30 pm
 - If your event is permitted to have alcohol, alcohol must stop being served at - 9:30 pm
- Time out must not exceed 10:00 P.M. Sunday – Thursday and 12:00 A.M. on Fridays and Saturdays. **Any overage of time beyond the check-out time will be billed at an hourly rate of the building/area rented, with a one hour minimum, plus \$45.**
- While your event may end at midnight or at 10:00 pm (depending on the above information), you should set aside enough time for cleanup. Cleanup must be complete by the close of your event.
- **Renter is responsible for removing all personal items including “garbage”, any and all animal waste, and general cleaning and picking up of the facility. Please refer to attached *Event Guidelines and Procedures* document for additional details.**
- **If additional time is needed to clean the facility (tables/chairs, floors, etc.), by Fairgrounds staff, the renter will be charged \$45 per hour/per staff for the extra needed cleaning.**
- Renter is responsible for the actual repair and/or replacement costs for any damage to Fairground property.
- If there is an amount due to the County, over and above the normal costs already paid (including damages), following the event, it is due immediately upon receipt of the invoice. Interest of 1% will be charged monthly on any unpaid balance after 30 days.

Other Considerations

- The following activities are prohibited and reservations that include any and all of these activities will not be eligible to reserve facilities at the Douglas County Fairgrounds:
 - Firearms and weapons shows and/or sales;
 - Exotic animals, including circus events;
 - Large indoor or outdoor musical events with sound amplification
- The violation of these prohibitions will result in a fine and, in addition, Douglas County may refuse to allow future use of the facilities by the violator.**
- Posting Signs for Event: If you want to post signs advertising your event, be aware that the City of Lawrence makes it illegal to post placards, advertisements, pamphlets posters, and other such signs on trees, street light poles, trash containers, and public right of way. Any signs that are posted in these areas will be removed without notice and you may be subject to a fine. For more information, call the Building Inspection Department at (785) 832-3100.
 - Horses: Do not ride or walk horses in the following areas: (1) Behind the Extension Office, (2) On the sidewalk or around the bus stop on Harper Street,
 - Vending Machines: Do not unplug, cover, or place an ‘Out of Order’ sign on Fairgrounds drink vending machines.

Kansas Tort Claims Act

No provision of this Guide for Fairgrounds Rental Use will be given effect that attempts to: (1) expand liability beyond what is imposed under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*); and/or (2) waive or otherwise limit any immunity provisions available under the Kansas Tort Claims Act.

IF YOUR EVENT WILL NOT HAVE ALCOHOL, SKIP THIS PAGE

Alcohol

- If you would like to have alcoholic liquor, wine, beer, or cereal malt beverages available for consumption at your event, you must get an event permit from the County Administrator or Fairgrounds Management and comply with your permit and any rules governing alcohol at the Fairgrounds. Applicant must be the event holder and at least 21 years of age with a valid driver's license. If you are issued an event permit, this authorization is solely for serving, consuming, possessing, and/or carrying alcohol and does not allow for the sale of alcohol.
 - Once you have an event permit, alcoholic liquor (ex: rum, whiskey), wine, beer, and cereal malt beverages (ex: 3.2% beer) shall only be served, consumed, possessed, or carried upon those areas of the Fairgrounds premises as designated in the event permit.
 - Unless otherwise stated in an event permit, alcoholic liquor, wine, beer, and cereal malt beverages may only be served, consumed, possessed, or carried upon the designated areas of the Fairgrounds between the hours of 11:00 a.m. and 11:30 p.m. on Fridays and Saturdays and 11:00 a.m. and 9:30 p.m. on Sundays through Thursdays. All alcoholic liquor, wine, beer, and cereal malt beverages must be removed from public view and not available for consumption during all other times.
 - Anyone serving, consuming, possessing, or carrying alcoholic liquor, wine, beer, or cereal malt beverage on the Fairgrounds premises must comply with all applicable state and local laws.
 - Understand that only those individuals and entities identified in the event permit are authorized to serve or provide alcoholic liquor, wine, beer, or cereal malt beverages at the Fairgrounds premises. Violation of this policy will result in forfeiture of rental fee, damage deposit and immediate closure of the event.
- Prohibitions:
 - Alcoholic liquor, wine, beer, and cereal malt beverages are PROHIBITED on the Fairgrounds premises during events given or hosted for persons under 21 years of age. Misrepresenting the nature of the event could result in closing the event and forfeiture of all fees.
 - Alcoholic liquor, wine, beer, and cereal malt beverages are PROHIBITED on the Fairgrounds premises during the Douglas County Fair or any 4-H event.
 - The County Administrator reserves the right to prohibit alcoholic liquor, wine, beer, and cereal malt beverages for other events at the Fairgrounds premises.
- The County Administrator or their Fairgrounds Management reserves the right to deny an event permit application involving alcohol based on the applicant's prior history of failing to comply with a permit, any rules governing alcohol at the Fairgrounds, and/or any applicable state or local laws.