



Ulster County Agricultural Society

P.O. Box 71 New Paltz, NY 12561
 Phone: 845-255-1380 Fax: 845-255-1482
 WEB Site: www.ulstercountyfair.com

APPENDIX "A"

Event Name: Town of New Paltz 4th of July Celebration

Contact Name and Phone Number: Susan Zimet 255-0604 x1

Address: PO Box 550, New Paltz, NY 12561

Event Dates: July 5, 2014 (Rain Date July 6, 2014)

Setup Start Date: Thursday July 3, 2014

Final Cleanup Date: Tuesday July 8, 2014

Check if Needed

DESCRIPTION	Check	DESCRIPTION	Check
Youth Building –includes inside bathroom, kitchen, exhibit hall & conference room.	yes	Horse Rink	No
Restroom Youth Building	yes	Tractor and Operator	Yes
Restroom Main	no	Garbage Cans and Bags	Yes
Restroom Horse Rink Area	yes	Recycling Containers	Yes
Ticket Booth Main	no		
Ticket Booth Portable	no		
Picnic Tables / Benches	yes		

Additional Requirements

One portable stage will be placed in required location by UCAS. Leveling and stabilization of the stage is the responsibility of the event.

Picnic Tables will be distributed by UCAS two by two. The event must restack to by two when done.

Grounds must be partially cleaning on Sunday Morning....all garbage in trash cans, etc. All loose garbage picked up in parking lot so it will not blow around.

1. This Agreement is entered into on this date _____ by and between the Ulster County Agricultural Society, Inc. (hereafter referred as "UCAS,") and the _____ (hereinafter known as "Event") for the rental and use of selected equipment and facilities at the Ulster County Fairgrounds (hereinafter known as "Fairgrounds") located on Libertyville Road in New Paltz and as more fully described in Appendix "A" and "B" and in accordance with the following terms and conditions: .
2. All events held at the "Ulster County Fairgrounds" must be approved in writing by:

Gary Newkirk, Fair Manager
Ulster County Agricultural Society
PO Box 71
New Paltz, NY 12561
(845) 255-1380
3. The Event's use of the fairgrounds shall be limited to the designated areas and the start date and time and end date and time identified on Appendix "A" and "B." Any deviation from the assigned areas and/or dates and times shall result in an extra charge to the Event including, but not limited to, damages that may result from such unauthorized use or extension thereof.
4. This agreement must be signed and a deposit of 10% of total fees must be paid at least 60 days prior to the event. Balance of payment must be made by cashier or certified check 2 weeks prior to set up. If full payment is not timely received, no set up may be performed by the event unless and until payment in full is received and, in addition a late fee of 10% will be assessed for failure to make full and timely payment.
5. In addition to the above fees, the Event must provide a security deposit as set forth in Appendix "B" until all provisions of this contract are met.
6. All food vendors must have Ulster County Health Department Permits.
7. Equipment (if applicable) will not be made available until the start date, and said equipment must be returned to proper and secure storage by event personnel immediately after the event. The renter will be financially responsible for all equipment and facilities rented and/or used. Equipment and facilities damaged or not returned to proper storage or condition within agreed time after the event will be charged to the Event at replacement costs and all labor and equipment charges involved. Removal of equipment from the fair ground property at any time for any purpose is prohibited.
8. Waste Removal and Recycling is the responsibility of the Event. The Event must provide dumpsters for bulk disposal. Individual waste receptacles will be provided for the event by the UCAS. All dumpsters shall be located in the designated area as shown on attached map. The Event shall place individual waste receptacles strategically throughout the designated area of use to minimize waste being deposited on the ground. Said individual containers shall be monitored and emptied into the dumpsters by the event whenever full or becoming offensive. The Event shall submit to the Fair Manager two (2) weeks prior to the event, a plan to monitor waste disposal throughout the event. All waste including dumpsters must be removed from the fairgrounds within twenty-four (24) hours of the end of the event.

9. Restrooms – Supplies including toilet tissue, hand towels, soap and cleaning equipment will be provided by the Ulster County Agricultural Society. The Restrooms must be maintained in a clean and sanitary manner during the event and further Restrooms must be cleaned and restored to their original condition immediately after the event.
10. Buildings/Kitchen - cleaning is the responsibility of the Event. All buildings must be cleaned and kept in a sanitary and safe condition during the event and must be restored and returned in a clean and safe condition at the end of the event. All kitchen appliances and surfaces must be cleaned and floors must be swept and mopped.
11. Parking shall be limited to the west side of Libertyville Road, except for exhibitors of the event. All roadways must be kept clear for any emergency vehicle access. The Ulster County Agricultural Society shall have unlimited discretion to prohibit any parking on any grass area or other locations.
12. Camping – All camping reservations must be made and pre-paid through the Ulster County Agricultural Society office at 845-255-1380. Water and Electrical Hookups are available. There are no sewer hookups but a trailer dumping station is available. Campers MUST park in designated camping areas only. All campers must follow Ulster County Health department requirements including waste water disposal.
13. Security, Parking, Emergency Medical Services and Traffic Control is the responsibility of the Event. The Event shall provide a plan to address Security, Parking, Emergency Medical Services and Traffic Control to the Fair Manger two weeks prior to the start of the Event. This plan should include compliance with all requirements of New York State Public Health Law Part 18. (See Appendix “C.”) Said plan(s) shall identify the manner in which these services shall be provided, including but not limited to communication to be used, staffing levels and certification of staff if required. These positions should be manned with mature, responsible individuals. In the event the UCAS determines that the plans require revision, the event will make necessary revisions and implement, the revised plans.
14. The Event must ensure that all Fairgrounds policies are followed by the Event staff, contractors, vendors and the public. The Event is solely responsible and liable for any damage to the facility or equipment and any injury to any person or animal.
15. “UCAS” reserves the option to maintain a booth at the event the location of which shall be determined so as to not reasonably interfere with the operation of the event at no charge. Further UCAS reserves the right to install advertisements of the Ulster County Fair at the event.
16. “UCAS” reserves the option to allow Cornell Cooperative Extension to run the 4-H Milk Shake Booth in the Youth Building kitchen during the event at no charge.
17. If Event cleanup or repairs are not made within the specified time, the UCAS will complete and charge the full costs back to the Event. If the Event’s materials and supplies have not been removed from the Fair Grounds in the specified time, the items shall be deemed abandoned by the Event. The UCAS will have the items removed and disposed of and charge the full costs back to the Event.

18. Prior to Event set up, UCAS will conduct an initial inspection of the Fair Grounds with the Event Coordinator, reviewing the condition of the property, equipment and buildings. Any problems requiring remediation as determined by the UCAS will be noted and / or fixed by UCAS. UCAS will conduct a final inspection of the Fair Grounds with the Event Coordinator at the conclusion of the event. Any problems identified by UCAS that occurred during the event will be noted and the Event shall fix or remediate the noted problems at the Events sole cost and expense.
19. The Stage Storage Area and any buildings not being specifically identified in Appendix "B" by the Event are "off limits" and shall not be used by the Event or patrons. There shall be no camping or parking in or around said buildings.
20. Either party may terminate this Agreement, without cause, upon not less than a ninety (90) day's prior written notice before the event is to be held, delivered to the other party in accordance with Paragraph 26. In the event of termination, this Agreement will continue to govern the parties rights and obligations with respect to services performed prior to termination. If notice of termination is given by the Event, such termination shall be subject to a termination charge of twenty five percent (25%) of the fees as set forth in Appendix "B", which charges shall be paid by the Event upon Event giving notice of termination.
21. The Event shall be responsible for purchasing and maintaining comprehensive general liability and such other insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, as is appropriate for the facilities and equipment being used and furnished hereunder, and as will provide protection from and against claims for damages due to bodily injury, sickness, death, and/or property damage, including the loss of use resulting therefrom, which arises from or is connected with the Event and/or facilities and equipment being used and furnished hereunder. The Event shall maintain Worker's compensation insurance for not less than the limits as specific or required by law. The Event shall, prior to performing services hereunder, deliver to the Ulster County Agricultural Society a certificate of insurance that evidences that such insurance naming the Ulster County Agricultural Society, Inc." and "County of Ulster" as the insured party is in full force and effect, and shall maintain such insurance throughout the term of this Agreement. All certificates must be on file with the Agricultural Society two weeks prior to the event. Said Insurance coverage shall remain in full force and effect after the end date of this Agreement. The Event shall be responsible for the payment of any deductible for each and every bodily injury and property damage claim and agrees to comply with all conditions of its Insurance policy provided by the Event's insurance company. Failure to timely provide proof of said insurance being in effect and naming the "UCAS" and "County of Ulster" as additional insured shall result in the Event being prohibited from setting up or utilizing the premises.
22. No alcoholic beverages of any kind will be allowed without an alcohol use permit and host liquor liability insurance. All insurance certificates must name BOTH the "Ulster County Agricultural Society, Inc." and "County of Ulster" as "Additional Insured."
23. The Event shall defend, indemnify and hold harmless, the UCAS for any demand, claim, action, proceeding, judgment, costs or expenses, including reasonable attorneys fees, which arise from the use of the fairground and equipment under this Agreement, unless it arises solely from the UCAS's negligence.

24. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expressed or implied, not incorporated into this Agreement are superceded. This Agreement may not be amended or supplemented in any way, except in writing, dated and signed by authorized representatives of both parties.
25. In the event that the UCAS does not timely or strictly enforce the terms and conditions of this agreement, it shall not be deemed to be a waiver of any rights by the UCAS

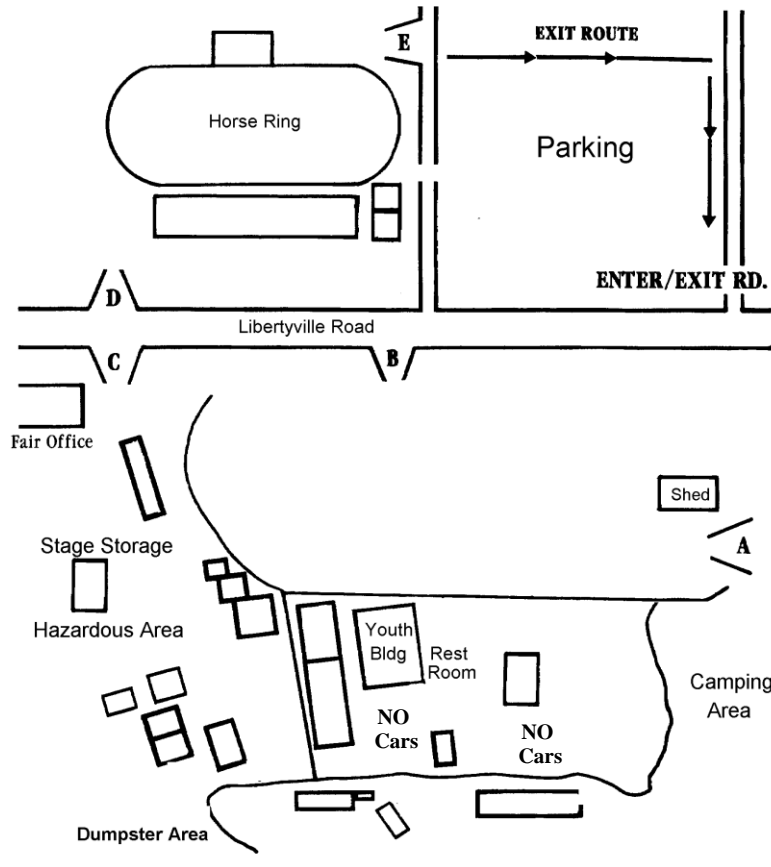
26. MISCELLANEOUS PROVISIONS

- a) Neither party may assign any rights nor obligations other than this agreement without the other party's prior written consent.
- b) Notices required under this agreement shall be sufficient if contained in writing and delivered by hand or sent by express or overnight mail or by register or certified mail postage prepaid return receipt requested addressed to the parties as follows:
 - i. Gary Newkirk, Fair Manager
Ulster County Agricultural Society
PO Box 71
New Paltz, NY 12561
 - ii. The Event:

All notices of communications should be deemed given when received by the intended recipient.

- c) If any provision of this agreement, if for any reason, is held unenforceable, all the provisions of this agreement will remain in full force and effect and the enforceable provision shall be replaced by a mutually acceptable and enforceable agreement provision with the parties original intent.
- d) Claims, disputes or other matters in question between the parties of this agreement arising out of or relating to agreement or breach thereof should be subject to and decided by the State of New York and any such claims or causes arising out of or in connection with the agreement shall be commenced in Supreme Court in the State of New York, Ulster County, New York.

Fair Management	Date	Applicant	Date
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**Note: Circled areas are usable by the event
 Areas not usable by the event are x'd out**

Total Event Fee: \$750
10% Due at Signing: 75
Balance Due: \$675 Date Due: 6/15/14

Refundable Security Deposit N/A Received _____

APPENDIX "B"

APPENDIX “C”

18.4 Emergency Health Care Requirements

a.

1. For 5,000 to 15,000 attendees, there shall be one emergency health care facility onsite staffed by a minimum of two emergency medical technicians, one ambulance onsite staffed by at least one emergency medical technician, and the services of a physician available to the site within 15 minutes. Documentation shall be provided showing that local, municipal and public safety officials, including police, fire and local emergency medical service personnel have been advised of the event in writing.
2. For 15,001 to 30,000 attendees, there shall be two emergency health care facilities onsite, each staffed by two emergency medical technicians, one ambulance onsite, staffed by at least one emergency medical technician and the services of a physician available to the site within 15 minutes. Documentation shall be provided showing that local, municipal and public safety officials, including police, fire and local emergency medical services personnel have been advised of the event in writing.