

Thank you for choosing the HAPO Center

Our mission is to provide you with world-class service. The HAPO Center is a multi-use facility that strives to meet the needs of all of our customers. Below are some items that are important for promoters to know to ensure their event runs smoothly and there are no surprises. Producing an event can be stressful. We want to eliminate as much stress as possible by ensuring promoters are aware of what services will be included with their event and what would cause additional charges to be incurred. Please ask us as many questions as possible and please be sure to **READ** your contract and Banquet Event Order Form (BEO) before signing.

- Any event with **company sponsorships** must limit displays to three (3) vehicles located on HAPO Center property, not including vendor booth displays, during the event. This includes RV's, boats, motorcycles, cars, trucks, spas, or any other type of vehicle or equipment displayed outside the building, parking lots, and/or grass lots. Additional fees may apply for any violations of this policy without HAPO Center General Manager approval.
- **Use of duct tape or other adhesives is prohibited on the Expo Hall or Arena floor. The only approved tape is gaff tape. If any other glue or tape is used, the promoter will be billed for the cost of removing and reconditioning the floor.**
- The kitchen is not available for vendor use. Vendors who need water need to come to the main office.
- Promoters are responsible for their vendors!
- If any HAPO Center property is damaged, The HAPO Center will bill the promoter for the damage.
- **No outside alcohol or food allowed on HAPO Center property.**
- For any vendors planning to provide food samples or sell spices, rubs, etc. the promoter must first obtain permission from HAPO Center General Manger and contact Benton Franklin Health Dept. @ 509-460-4205 to inform them that the vendor will be at the event. All vendors must comply with health dept. permit and licensing rules.
- Damage to the Expo floor will be billed at \$50 per floor tile. Damage to drapes at \$30 per panel.
- All parking lots, lobbies, and applicable service areas are considered common use areas.
Use of any of these areas must be approved by the HAPO Center and their availability and use are subject to change at any time.
These spaces may not be obstructed by exhibits or closed to general public access unless specifically approved by the HAPO Center
- Any portion of the parking lot used for any purpose other than event parking will be billed at the current rental rate.
- Please do not have items shipped to the HAPO Center. We cannot take ownership of any items shipped to us for a show.
- The HAPO Center will provide promoter with a map of the room showing how event will be set.
- **Any set up change made within seven days before the event date, the lessee will be charged the cost of making the change at the rate of \$75 per hour per person with a one hour minimum.**
- Equipment changes made within 24 hours of the event date will incur the floor order equipment rental rate.
- The deadline for final electrical orders is seven days prior to the first contracted date to avoid floor order rates. This applies to vendors and promoters.
- If the food cost doubles your per day room rental rate, we will waive half of the per day room rental. Set up fees still apply.
- If your food cost does not double the per day rental amount, customer will be responsible to pay room rent plus food costs.
- If your final bill goes 60 days past due, any future show dates you have booked will be released for booking.

Any graphics for event promotion must be provided to HAPO Center personnel.

Access for vendor load in allowed at designated entrances only.

****** No load in or load out through main entry doors.******

******NO PARKING in fire lane. Vehicles will be towed.******

I acknowledge and agree to the policies above.

Initials AC

Event Contract

HAPO CENTER

6600 Burden Blvd
 Pasco, WA 99301
 www.HAPOCenter.com

HAPO Center (LESSOR) and LESSEE listed below, enter into this LEASE AGREEMENT,
 Wednesday, August 03, 2022:

Contact: Garrett Carlson
 Email: carlsong31@gmail.com
 City:
 State:
 Zip:
 Phone:1-509-981-1737

LEASED SPACE AND USE DATE(S)

For use of the above listed premises, the LESSEE shall pay to the HAPO Center the amounts listed below on or before the due dates. In no case shall permission be given to occupy the premises by the LESSEE, their agent, or guests until all required payments are made.

DATE	FUNCTION	ROOM	RENTAL FEE
JULY 1 2022	ICE VENDING 6 ACRE PARKING LOT	2 PARKING SPACES IN 6 ACRE PARKING LOT	\$900 PER MONTH

This lease agreement is for a permeant structure for the purpose of vending ice to the public, This is an annual agreement that will automatically extend every year on January 1st unless cancelled with 45 day notice in writing by either party. If the agreement is cancelled by either party it is the lessee responsibility to remove the ice vending building and ensure the parking spaces are put back to original condition at lessee expense. The lessee is renting two parking spots in the 6 acre parking lot located across the street from the Holiday Inn on Homerun road.

Please be aware that the kitchen is not available for vendor use. Any vendor caught in the kitchen will be subject to removal from the property. Vendors needing water may come to the main office for assistance.

1. PAYMENT

Payment of \$900 is due in full on the 1st of every month after ice machine is installed. Cash, Cashier's Check, Visa, Discover, Amex, and MasterCard are accepted forms of payment. Initials Required: JC

2. Rented Space

Rental includes two parking spaces located 6 acre parking lot next to Homerun road for the placement of an ice machine for public use. The monthly rent of \$900 is due as indicated in paragraph 1 above. No other space on HAPO Center property may be used. The cost of construction, permits, maintenance, licenses, water, and electricity are the sole responsibility of the ice machine owner. The HAPO Center, Franklin County or the City of Pasco will incur no additional charges. This lease agreement is for a permeant structure for the purpose of vending ice to the public, This is an annual agreement that will automatically extend every year on January 1st unless cancelled with 45 day notice in writing by either party. If the agreement is cancelled by either party it is the lessee responsibility to remove the ice vending building and ensure the parking spaces are put back to original condition at lessee expense. The lessee is renting two parking spots in the 6 acre parking lot located across from the Holiday Inn nearest Homerun road.

Initials Required: JC

3. FOOD AND BEVERAGE SERVICES TO BE PROVIDED BY HAPO CENTER CATERING

Catering, beverages, and concessions are controlled exclusively by the HAPO Center. No outside food or beverage shall be brought into the HAPO Center without written express consent from the HAPO Center

Outside Alcohol

No outside alcohol is to be brought into the HAPO Center by LESSEE or its guests. Guests that bring in prohibited items will be evicted and may cause the immediate closure of your event per HAPO Center management's discretion. HAPO Center does not permit the serving of alcoholic beverages to anyone under the age of twenty-one (21), or anyone who appears to be intoxicated in accordance with Washington State Liquor and Cannabis Board.

Initials Required: AC

4. CANCELLATION POLICY

This agreement is valid for 1 calendar year from the date of signing. The agreement will automatically extend for 1 year on January 1st each year unless otherwise cancelled in writing and 45 notice of cancellation of this agreement is given by either party. Franklin County and the HAPO Center reserves the right to cancel/postpone events during adverse weather conditions or if public safety is at risk. Postponed events may be rescheduled to a mutually agreeable date within the current calendar year. Lessee is responsible for any third party services/equipment already setup/scheduled or monies paid for the event.

Upon acceptance of this agreement, the HAPO Center is holding the stated facilities and service for the sole purpose of the use of LESSEE. Cancellation of the terms and conditions of this agreement will result in monetary restrictions to the HAPO Center. LESSEE acknowledges that the HAPO Center will make available, for use by others, such portions, areas and facilities of the HAPO Center that are not subject to this agreement. The LESSEE agrees to cooperate in good faith with the HAPO Center and those persons using other portions and areas of the HAPO Center.

Initials Required: AC

5. DEFAULT OR BREACH BY LESSEE

In the event of default in the payment of rent or breach of the term of this agreement by LESSEE, this agreement shall be canceled. LESSEE shall be obligated for payment of the agreed upon lease. Any deposits shall be retained by the HAPO Center and shall be considered partial payment of any damages. If legal action is instituted to enforce compliance with the terms of this agreement, the HAPO Center shall be entitled to any statutory costs and reasonable attorney fees. Venue shall be in Franklin County, Washington.

The HAPO Center, Franklin County and the City of Pasco, do not assume any liability whatsoever for any loss or injury to the LESSEE, its representatives, agents or members, or LESSEES', its representatives', agents' or members' property while on premises.

6. PROPERTY DAMAGE

Any damages to the property of the HAPO Center that occurs as a result of the LESSEE, its representatives', agents' or members' activities will be charged to the LESSEE. Damages are to be paid within ten (10) business days of the date the damage occurred.

Lessee is responsible for all vendors, contractors, sub-contractors and any damage caused and Lessee will be charged for damages.

Initials Required: AC

7. FREIGHT

The HAPO Center does not accept freight for a show without prior arrangements. Arrangements to store freight prior to a show needs to be made with one of the local freight companies. Contact the HAPO Center Administrative Office for more information. LESSEE also agrees to assume full responsibility for any materials or equipment shipped to the HAPO Center or left on HAPO Center premises by LESSEE, its representatives, agents, or members. Shipments will not be accepted or stored by the HAPO Center more than three (3) business days in advance of the function. Any shipments arriving without prior approval will be charged a daily storage fee of \$50 per item.

Initials Required: AC

8. PERMITS, LICENSES, AND TAX

The LESSEE shall be responsible for filing of federal, state, and local tax returns and payment of all sales, admissions, excise or other taxes due in connection with such admission. LESSEE shall obtain at its own expense all licenses and permits required by law. LESSEE is responsible for all BMI, ASCAP, and other copyright fees. LESSEE is responsible for providing the HAPO Center with a copy of any licenses required.

Initials Required: AC

9. UTILITY FEE

Lessee is to work with the local electrical & water companies to provide at lessee expense any and all electrical/water needs. If separate electrical/water supply cannot be accomplished lessee agrees to have the local electrical/water companies monitor the ice machines usage. Lessee understands that the monthly rent may be increased based on monthly electrical/water use or increase.

Initials Required: AC

10. CONTROL OF BUILDING

In leasing said premises to LESSEE, the HAPO Center does not relinquish the right to control management thereof, and to enforce all the necessary and proper rules for the management and operation of the HAPO Center; and that Franklin County, their agents, the HAPO Center employees, and the HAPO Center Manager may enter the demised premises, at any time and on any occasion. The LESSEE its representatives, agents and members hereby waive any right and all claims for damages against the HAPO Center for wrongful entry and control of leased premises.

11. LAW OBSERVANCE

LESSEE its representatives, agents or members will comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any laws, ordinances, rules or orders. If violation is on the part of LESSEE its representatives, agents or members, the LESSEE will immediately correct such violation. Without the written consent of the HAPO Center, the LESSEE its representatives, agents or members shall not operate any engine or motor machines on the premises or use oils, burning fluids, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent for illuminating the premises. **For all car sales, equipment shows and auctions, LESSEE may move and operate motor vehicles on the premises to the limited extent necessary to conduct the auction sale in the contracted event space.

12. WEAPONS

The LESSEE, its representatives, agents or members without the written consent of the HAPO Center Manager, shall permit no firearms or other weaponry on the premises.

13. PYROTECHNICS

The HAPO Center strictly enforces the Franklin County Ordinance, and City of Pasco fire code which bans all pyrotechnic activity on city property (ex: fireworks).

14. DEFACEMENT OF BUILDING

The LESSEE its representatives, agents or members shall not drive any nails, hooks, tacks, screws or tape in any part of the building nor shall the LESSEE its representative, agents or members make or allow any alteration of any kind therein. If any portion of said building or grounds, is damaged by the act, default or negligence of LESSEE, its representatives, agents or members, the LESSEE will pay the HAPO Center upon demand such sum as shall be necessary to restore said premises to their original condition. LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said premises and grounds by consent of LESSEE or by or with the consent of LESSEE its representatives, agents or members or any person acting for or on behalf of said LESSEE. LESSEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

15. ASSIGNMENT

LESSEE shall not assign, transfer or encumber nor shall LESSEE permit any other person to occupy the premises other than ice machine customers without the expressed written approval of the HAPO Center.

16. DISCRETIONARY MATTERS

Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the HAPO Center Manager.

17. INSURANCE

The HAPO Center requires a \$1,000,000 minimum general liability and the completion of Standard Acord Form CG 20-11. The HAPO Center, Franklin County, and the City of Pasco shall be listed as additional insured. \$1,000,000 in Participant Legal Liability insurance is required for all high-risk events and any other event at the HAPO Center's discretion. Such insurance afforded to contract and Owner as additional insured under sub-contractor's policies shall be PRIMARY INSURANCE and not excess over, or contributing with, any insurance purchased or maintained by the Contract or Owner. "Proof of Insurance" is required sixty (60) days prior to any event and shall be provided by insurance companies authorized to do business in the State of Washington. All insurance forms will be submitted to the HAPO Center. HAPO Center will submit all forms to the Franklin County Legal department for approval.

Proof of insurance MUST CONTAIN all of the following:

- ✓ **ENDORSEMENT FOR ADDITIONAL INSURED (such as Acord Form CG 20-11), MUST contain the following:**
 - ❖ HAPO Center, Franklin County, and the City of Pasco as additional insured
 - ❖ Reference the policy number from the Certificate of Insurance (COI)
- ✓ **ENDORSEMENT FOR PRIMARY AND NON-CONTRIBUTORY insurance for ALL additional insured**
- ✓ **Certificate of Insurance (COI):**
 - ❖ Have the proper event dates listed
 - ❖ Reference the policy number
 - ❖ List entities on the endorsement (HAPO Center, Franklin County, and the City of Pasco)
 - ❖ Cancellation notice to Additional Named Insured
 - ❖ Contain language that the insurance is primary and non-contributory
 - ❖ Be valid for when claims OCCUR
 - ❖ Show at least the minimum required insurance coverages

INSURANCE IS DUE SIXTY (60) DAYS PRIOR TO EVENT –If the insurance is not received sixty (60) days in advance of your event, there will be a \$500.00 legal processing fee assessed.

Initials Required: *gc*

LESSEE is responsible for notifying the HAPO Center of any subcontractors not covered under liability insurance. LESSEE must provide documentation for any subcontractor or anyone not covered under LESSEE's liability policy. Initials Required: AC

Failure to provide adequate insurance as outlined in this contract and/or obtain any necessary permits may result in cancellation this agreement. LESSEE will be responsible for paying all costs associated with this agreement if this agreement is cancelled or terminated. Initials Required: AC

18. VEHICLES

No vehicle may be brought into the HAPO Center facility unless approved in writing by the Operations Manager and Sales Manager. Any additional cleaning, repairs, or damages to the property of the HAPO Center, as a result of the LESSEE, its representatives, agents' or members' activities will be charged to the LESSEE. Payments for damages to occur within ten (10) business days of the date damage is reported to LESSEE by HAPO Center personnel. **ABSOLUTELY NO TIRE SHINE PRODUCTS TO BE USED INSIDE THE BUILDINGS OR ON CONCRETE SURFACES AROUND BUILDINGS. A \$500.00 fee for each occurrence will be added to final billing.** There will be a minimum cleaning fee of \$500 in Exposition Hall or Atrium for any excessive cleaning required. Initials Required: AC

19. TAX

Tax will be charged if applicable according to current Washington state laws (8.65% as of April 1, 2012).

20. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The HAPO Center warrants and represents that as a place of public accommodation, it is in compliance with the Americans with Disabilities Act and all federal, state, and local fire safety and health code laws and ordinances that are in force at the time of the event/function.

21. COPYRIGHTED MATERIAL

LESSEE warrants that all copyrighted material to be performed and/or used in conjunction with the event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the HAPO Center harmless from any claims, losses, or expenses incurred with regard thereto.

22. HOLD HARMLESS/INDEMNIFICATION

LESSEE shall indemnify, hold harmless and defend or pay the costs of defending the HAPO Center, Franklin County, the City of Pasco, their agents, employees, and assigns against and from any and all penalties, claims, damages, actions, suits, liability, loss, expenses, costs and judgments of any nature whatsoever incurred as a result of LESSEE negligent acts or omissions or violation of any federal, state, or local law, ordinance, or statute arising from the operation of this Lease Agreement, or LESSEE failure in any respect to comply with requirement of this Agreement.

GARRETT CARLSON

_____, have read and fully understand the Lease Agreement.

LESSEE (or Authorized Agent) Print Name Here Title

LESSEE agrees to abide by the terms and conditions set forth in this Lease Agreement and assume the responsibility for complying and enforcing the provisions of the HAPO Center Policy Statement.

[Signature]
LESSEE Signature

8/3/22
Date

[Signature]
Tom French, General Manager Signature

(LESSOR)

8/16/22
Date

Keith Johnson, County Administrator