

Alachua County Agriculture and Equestrian Center Rules and Regulations

WARNING: Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. (F.S. Chapter 773)

Definitions

Center - the Alachua County Agriculture and Equestrian Center, which consists of the complex of facilities located at 23100 W. Newberry Road, Newberry, Florida 32669.

County - Alachua County, Florida.

Event - the activity or activities authorized to be held at the Facility on a specific date or dates pursuant to a License Agreement for the Use of Alachua County Agriculture and Equestrian Center that has been executed by the Licensee.

Facility - that portion of the Alachua County Agriculture and Equestrian Center which is the subject of License Agreement.

Fire Marshall - Alachua County Fire Marshal.

License Agreement - a License Agreement for the Use of Alachua County Agriculture and Equestrian Center that has been executed by the Licensee to license all or a portion of the Center.

Licensee -the individual, entity, organization, government, or agency who applied to use and signed a License Agreement for use of the Center, in whole or in part.

Officer Manager – authorized agent who is under contract with the County to manage the Center.

Sheriff - Alachua County Sheriff's Office.

Management

The Center operates under the direction of the Alachua County Board of County Commissioners The Office Manager manages the Center for the Center and has the authority to require Licensee and its promoter(s) and organizer(s) to comply with these Rules and Regulations.

During any time covered by a License Agreement, any County employee, or other authorized County representative, may at no cost, enter, inspect, or search the Facility and the Center, and may move in, out, on, or about the entire Center while conducting his or her official duties for the County. If a matter arises that is not covered under these Rules and Regulations, and decision must be promptly made, the County Manager or his/her designee is authorized to make a determination that shall be binding on the Licensee.

Any reservation or Event or License Agreement may be denied, revoked, terminated or cancelled by the County if Licensee fail to comply with these Rules and Regulations; is for an Event that exceeds capacity; Licensee or the Event violates any law, ordinance, procedure, or regulation; is anticipated to damage or to be inconsistent with the use of Center; is not in the best interest of the County; is contrary to public policy as solely determined by the County; or any other reason. The County does not have to give a reason for denial, revocation, or cancellation. Applicants may appeal a denial to the County Manager.

Scheduling

The Licensee does not have a confirmed reservation unless and until all required paperwork is submitted, reviewed and approved by the County Manager or his/her designee, which may be the Officer Manager. Unless the Licensee has secured the entire Center, there may be times when multiple events are scheduled at the Center. The County reserves the right to schedule multiple events that utilize different portions of the Center.

Prior to the Event, the Licensee must do the following:

1. Meet with Officer Manager to determine (if applicable):

- Concession/catering needs
 - Decorating needs
 - Delivery locations
 - Cleaning service needs
 - Barn and stall needs
2. Secure required insurance naming Alachua County, its officials, employees, agents, representatives, contractors and volunteers as Additional Insured and submit to certificate of insurance to Office Manager, as applicable
 3. Submit to the Office Manager (if applicable):
 - List of all service providers with copy of contracts related to the Event, if applicable
 - Copies of DRAFT promotional materials for the Event
 - Sheriff approved security plan
 - Final site, safety and parking plans
 - Exterior signage requests (i.e. message board)
 - Notification of large equipment usage
 - Load in/out schedules
 - Updated attendance number estimates
 - Worker's compensation exemption, sales tax exemption, proof of corporation, if applicable
 - Submit all required permits and payment of fees due, in accordance with the adopted fee schedule
 4. Meet with onsite with Center staff or Office Manager to confirm Event details. If any changes to the Event needs or documentation or insurance coverage, you must immediately notify the Officer Manager.

Animal Acts

Non-human primates are prohibited at the Center. The Event shall not include any animals except for those listed in the License Agreement. The County reserves the right to revoke or terminate any License Agreement, regardless of whether it involves a pre-approved activity, where the County Manager or designee determines, in its sole discretion, the proposed activities would violate the County's Animal Ordinance, as may be amended.

If the Event is not one that is a Pre-Approved Activity for the Center (i.e. type that has been approved by the Board), then no later than 60 days prior to the Event, the Licensee shall provide a written list to the Office Manager of all animals to be kept, stabled, used or shown at the Event. The Licensee shall include in this written list and in the License Agreement details as to species, number of animals and a description as to how they will be exhibited or utilized. If new species are added at a later date, then the Office Manager must receive notice prior to the Event and the animal list shall immediately be amended and resent.

The Licensee shall ensure all animals shown or exhibited on the Center have current health certificates. The Licensee shall bring these certificates to the Center and make them available for inspection by the County.

Prior to an Event, the Licensee may be required by the County to notify the Alachua County Sheriff's Office, Alachua County Animal Resources, and/or a State of Florida agency, such as but not limited to, Florida Fish & Wildlife Conservation Commission or the Department of Agriculture.

The County reserves the right to accept or reject any animal acts on the Premises.

Facility Modifications

The Licensee shall not make any modifications to existing grounds, buildings, or equipment without prior written approval from the County. Prior to making any approved modifications, the Licensee shall coordinate the date and time of said approved modification, which shall only occur under the supervision of the Officer Manager or the County employees assigned to the task. The Licensee shall restore all modifications to their original condition before the expiration of this License Agreement.

No permanent improvements may be made to the Facility without prior approval by the County. Any permanent improvements made become the property of the County and shall be utilized, disposed, or maintained at the County Manager or designee's discretion.

No electrical wiring alterations are permitted without the prior written permission of the County.

Signage

Licensee shall comply with all signs and postings (e.g., "No Parking", "No Smoking", speed limit signage, etc.). The Licensee shall submit all signage, banners and advertising at the Facility, or along adjacent public roads, to the County for approval and must receive written approval from the County prior to posting said signage, banners or advertising at the Facility. All signs, banners and advertising must comply with applicable County policies as well as applicable municipal ordinances and state statutes. The Licensee must submit copies of all proposed advertising and promotional material for the Event to the County, and must receive the written approval from the County prior to publishing said advertising or promotional materials. All advertising or promotional materials must comply with applicable County policies.

Lost/Stolen/Damaged Items

The County shall not be responsible to the Licensee or any of Licensee's guests, invitees, attendees or anyone else for any equipment, displays, personal items or any other items lost or damaged due to fire, theft or any other causes for loss. The Licensee agrees to hold harmless and indemnify the County for all such claims.

Additional Charges

Additional charges will be assessed to the Licensee on the Final Settlement Statement and are due and payable on receipt of Statement. If additional charges are assessed, Licensee is responsible for payment of these charges to the County. The Licensee shall be in default of the License Agreement if the Licensee does not pay the additional charges within five calendar days of its receipt of the Final Settlement Statement

Items subject to additional charges include, but are not limited to:

- Keys not returned
- Building(s) or grounds damaged or not cleaned
- Licensee requested and received additional services or items not listed on Exhibit A
- Additional security personnel
- Equipment or persons on the grounds after the agreed upon move-out date/time
- Hold Overs (those staying beyond their move out date) are not permitted without the prior written authorization of the Office Manager or the County. Licensee shall be responsible for any damages resulting from unauthorized hold overs.

Any increase to the original Facility Cost Sheet is due and payable prior to move-in.

Alcohol

Alcoholic beverages are permitted. If the Licensee or Producer intends to sell alcohol on premises, a copy of the license from the Division of Alcoholic Beverages and Tobacco must be delivered to the Office Manager at least 14 calendar days prior to the Event. Licensee and the Licensee's vendor(s) shall ensure alcohol is only dispensed to those who are 21 years of age or older. Licensee may utilize banners, signage or advertisement of companies that sell or endorse alcoholic products within the Facility.

Amplified Sound

No amplified sound is allowed between 11 p.m. and 7:00 a.m.; this is not a representation that amplified sound outside of this time period complies with applicable noise ordinances. Licensee must comply with applicable noise ordinances.

Deliveries

Licensees shall not have deliveries made to the Facility prior to the Move-In-Date. County staff will not accept deliveries for Licensee.

No equipment, supplies or items belonging to the Licensee will be stored at the Facility prior to the Move-In Date or after the Move-Out Date without written permission from the County or Officer Manager. Additional charges shall apply for materials stored in violation of this provision.

Permits, Licenses and Inspections

Licensee shall obtain all required permits, licenses and inspections for the Event required by federal, state or local

laws, rules and regulations. Except as otherwise provided in these Rules, Licensee shall present copies of required permits, licenses and inspections to the County in accordance with the Reservation Procedures.

Failure of Licensee to comply with any applicable laws, ordinances, regulations, permits, and licenses shall constitute a default by Licensee and shall be grounds for the County to terminate the License Agreement for cause. Failure to pay the fees or deposit are valid reason for terminating the License Agreement and for not authorizing an Event, denying an application, or/and canceling an Event.

Licensee is responsible for complying with all applicable city, county, state and federal laws and regulations that apply to the specific activities.

Setup/ Cleanup

Licensee is not permitted to use County equipment and must ensure that all participants and their horses or other animals vacate the arena floor and remain off of the arena floor during drags and/or other maintenance.

The Licensee is responsible for all other pre-Event setup, unless as detailed in the License Agreement. The County will not direct, conduct, manage or set up for Licensee's scheduled event(s). The County may be present during pre-Event setup.

The Licensee is responsible for post-Event breakdown and clean up, unless as detailed in the License Agreement. The County will not direct, conduct or manage the Licensee's breakdown. The County may be present during post-Event breakdown.

It is the responsibility of the Licensee to provide, as needed, additional trash bins, dumpsters and portable restrooms for their Event(s). The Licensee is responsible for payment of these services and to have all equipment, dumpsters, trailers, etc. removed by the Move-Out Date. It is the responsibility of the Licensee to ensure trash is deposited in the appropriate receptacles.

The Licensee shall return the Facility to the County in the same condition as received. The clean-up of Facility must be completed by the Move-Out Date. If there is damage, additional cleanup is needed or equipment is left at the Facility, the County reserves the right to charge the Licensee additional fees for repairs, clean up or storage.

Refunds and Cancellations

The Licensee may cancel with written notice to the County. The amount of refund, if any, will be based on date of cancellation relative to event date. No refunds will be issued for cancellations within 90 days of the Move-In Date.

Security, Parking, Rescue and First Aid

The Licensee may be required to submit a site plan depending on scope of event detailing proposed uses of all locations, including hazards, food/cooking areas, first aid stations, ingress/egress, construction (stages, tents, etc.) areas.

An emergency response rescue unit, law enforcement personnel, or crowd control personnel may be required as deemed necessary by the Sheriff or Alachua County Fire Marshal for safety purposes. The Licensee shall be responsible for all costs incurred for these services. Pursuant to Alachua County Code Chapter 52, Article III, an Alachua County Special Event Permit may be required. The Licensee is responsible for complying with requirement, if applicable.

Security and safety services must be arranged through the County; no private security is permitted. The County, Sheriff and Fire Marshal or other appropriate government agency representatives in the performance of their duties are authorized to suspend the event for public safety purposes, violation of building or health codes, failure to obtain required permits, violation of permits, or the description of the event in the application was not accurately described or was misrepresented. The County, Sheriff, or Fire Marshal may limit event attendance for safety or security reasons.

The County's Trespass Policy, as may be amended by the Board, applies to the Center. A Licensee or a guest or invitee of a Licensee that (A) remains at the Center after the Event Move-Out Date or (B) acts in manner identified in (1)(a) of the Trespass Policy may be trespassed. The Officer Manager is Authorized Personnel for purposes of that Policy.

There is **NO SMOKING** or open flame inside any buildings, barns, arenas, or enclosures. Bonfires and campfires are NOT permitted.

All drivers of vehicles and motorized equipment operators (including 4-wheeler, golf cart, scooter, etc.) must possess and maintain a valid Drivers' license. Motorized equipment must be of a quiet nature. No parking between the barns except during loading and unloading.

With the exception of when performing in an arena, all dogs must be leashed pursuant to Alachua County Code Chapter 72, and all dog owners shall immediately remove feces deposited. Failure to comply may result in citation or the impounding of dogs and related impounding fees and charges.

It is the duty and responsibility of the Licensee to ensure compliance with F.S. §773.06 and that all children who are younger than 16 years old, when mounted or riding an equine at the Center, wear a helmet that meets the current applicable standards of the American Society of Testing and Materials for protective headgear used in horseback riding and that is properly fitted and fastened securely upon the child's head by a strap.

Camping

All overnight tents, RVs and campers are restricted to the designated RV area located to the west of the barns. Any camping using electricity or water will be charged according to the County's current fee schedule.

Stall Usage

Minimum of 2 bags of bedding required per animal stall. For horses and ponies, there is a maximum of 1 animal per stall. For miniature horses, a maximum of 2 animals per stall. For cattle, a maximum of 1 animal per stall. Goats and other small livestock, the maximum number of animals per stall will be at the discretion of the Officer Manager.

Muck from trailers must be hauled to muck bins at the barns.

Non-Equine Livestock Events*

*Alachua County Youth Fair is exempt from these rules.

Licensee or its agents or volunteers are responsible for daily clean-up of all non-equine livestock on the Center property, including clean-up of all manure in stalls. Non-equine livestock will be provided hay, feed, and water at least 3 times per day while on the Center grounds. Failure to comply with this provision may result in additional fee or a lose of deposit.

No more than 40 cattle per event (not per day) are permitted. No tie out permitted for haltered show cattle, they must be housed either in their trailer or 1 animal per stall.

Animals housed in their trailers must be kept in the specified area of the Center except when they are in the show ring. No tie outs permitted. Muck from trailers must be hauled to muck bins at the barns.

Insurance

Licensee must procure, maintain during the Event and produce proof of current insurance. Alachua County Risk Management will determine the level of insurance coverage required for an Event. The insurance rate set by Risk Management shall reflect the risk and potential liability to the County of allowing proposed activity, event or use by Licensee of the Facility. The Insurance Requirements are as follows, unless otherwise approved by Alachua County Risk Management:

INSURANCE REQUIREMENTS

Alachua County Agriculture and Equestrian Center Licensee's Insurance

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all owned vehicles, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Commercial General Liability Coverage

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. The Licensee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by *the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall* be non-contributory

II. Workers Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III. All Coverage

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insured under its policies. All coverage for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder:

Alachua County Board of County Commissioners

Risk Management, 12 SE 1st Street, 3rd Floor, Gainesville, FL 32601