

Winfred C. Adamson Horse Arena
Coweta County Fairgrounds
275 Pine Road
Newnan, GA 30263
770-254-2685
Fax: 770-254-2654

FACILITY USE GUIDELINES

USER GROUP RATES:

Private/Non-Profit Rate (P/NP): A rate applied to individuals and to non-profit corporations (501c3) including charitable and civic organizations, churches, private schools, etc.

Business-Commercial Rates (B/C): A rate applied to any individual or group whose primary objective is the making of a profit and commercial lessees for non-revenue producing events when no sales are made; orders taken; tickets sold, or admission charged. Non-residents of Coweta County must also pay the Business-Commercial Rate for non-commercial events.

RESERVATIONS:

Reservations are tentative until the lease agreement is approved by Coweta County.

LEASE AGREEMENT:

Upon receipt, lessee should sign the agreement and return it to the facility office with the clean-up deposit and supporting documents, as requested by Coweta County. Lease agreements do not cover any space or accommodations other than those listed in the document.

RULES AND REGULATIONS:

1. The following hours must be observed when renting the facility unless otherwise agreed upon between Fairgrounds/Horse Arena management and lessee.

Hours are 8:00 a.m. – 11:00 p.m.

2. Vendor sites shall be limited to one vendor only. There shall be no assignment or subletting without written approval of Management.
 - a. Lessee will provide vendor list (if applicable) to Management at least two weeks prior to the event for review and approval.
 - b. All vendors must be approved by Management. Vendors offering any items of a sexually explicit nature or other items determined to be inappropriate for family consumption will not be allowed. The decision of Management will be final.
3. Food Service concessionaires (vendors) are not permitted without a negotiated agreement and written consent from the Management.
4. **NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISES.**
5. **SMOKING OR THE USE OF TOBACCO PRODUCTS IS PROHIBITED ON ALL PUBLIC PROPERTIES AND IN ALL PUBLIC AREAS OWNED BY COWETA COUNTY.**
6. Skateboarding, skating, rollerblading or riding scooters is prohibited.

7. No tents shall be erected or anchor stakes of any kind placed without prior approval of Management. Lessee shall be responsible for any cost incurred as a result of damages to infrastructure such as electrical, water, irrigation or sewer lines.
8. The following items are strictly prohibited on the premises: fireworks, illegal drugs, alcoholic beverages, firearms, glass bottles, air horns and any other items or articles which may detract from the safety and enjoyment of exhibitors and spectators as determined by Management.
9. All electrical extension cords must be twelve (12) gauge, three (3) wire negative ground type. Prior approval of all external electrical connections is required.
10. Only licensed vehicles with licensed operators will be permitted on complex roadways. No motorcycles, mopeds, "four wheelers" or golf carts are allowed except those designated "Official Use Only" for show personnel, trainers or competitors.
11. No recreational vehicles or trailers will be allowed to hook up to electrical outlets in the arena area. They must be in designated areas only.
12. No parking in the loading/unloading areas around the arena is allowed except for trailers being used for the event.
13. **ALL AISLES AND ROADWAYS MUST BE KEPT OPEN AT ALL TIMES.**
Owners will be asked to move vehicles or risk being towed or fined or both.
14. No animals/pets are permitted in areas designed for pedestrian traffic or otherwise off limits.
15. No littering. Trash receptacles are available for your convenience.
16. All droppings, hay and used shavings must be removed from the premises.
17. Refuse from horse or cattle trailers cannot be emptied in parking lots or on the property. All such material **must** be removed from the premises.
18. All equipment or material brought to the site must be removed at the end of the event.
19. All of the parking duties and security requirements must be handled by the lessee, unless otherwise agreed upon between Management and the Lessee.
20. The lessee will maintain clean facilities and grounds during the scheduled event.
21. Only authorized personnel shall enter closed areas, storage buildings, maintenance buildings, mechanical rooms, electrical rooms, etc. without approval from Management.
22. **NO GLITTER OR CONFETTI MAY BE USED FOR ANY PURPOSE.**
23. No use of nails or screws for attaching decorations or hanging tack, supplies, feed buckets, etc. is allowed.
24. Horses are prohibited in public spectator areas. Specifically, horses are prohibited from all food service areas and spectator seating areas.

25. Management's decision on all questions of policy is final.

CLEANING FEES:

Cleaning fees for events must be submitted at time of sign up.

Facility should be left in the condition in which it was found, with any trash bagged and placed in dumpster.

Facilities will be inspected immediately following all events. If facility is deemed satisfactory, the clean-up fee will be refunded. If the facility is deemed unsatisfactory, the clean-up deposit will be retained. Decision of the inspector is final.

PAYMENTS:

All pre-determined fees, as outlined, must be paid at time of sign up. Unless otherwise specified, business/commercial lessees requiring a payment based on the percentage of gross, must report a tally of gross receipts including but not limited to ticket sales and booth rental immediately after event. Failure to report within time period is subject to a \$10.00 per day penalty.

INSURANCE REQUIREMENTS:

Commercial lessees and lessees charging admission, taking orders or selling merchandise, distributing food or events with a higher risk factor must agree to carry comprehensive liability insurance with a company authorized to do business in the state of Georgia. Minimum insurance coverage is required as follows:

- \$1,000,000 bodily injury to any one person;
- \$3,000,000 for bodily injury from any one accident; and
- \$1,000,000 for property damage for any one accident.

Coverage also must protect lessee and show Coweta County Government as an additional insured during the period of the event.

A policy or certificate of insurance must be delivered to the facility management at least 30 days prior to the event. Failure to provide proof of required insurance coverage will result in cancellation of the event. All lease agreements contain waivers of liability and should be reviewed thoroughly by lessee.

Individuals leasing the horse arena on an hourly basis for private use are required to sign the attached Release Of All Claims. (Please see attached).

BUSINESS LICENSE REQUIREMENTS:

All lessees sponsoring events involving the sale of items or goods to the public must contact the appropriate government agency for licensing information. Lessees may contact Coweta County Business License Department at 770-254-2626.

SECURITY REQUIREMENTS:

Security is mandatory during show hours for events where near capacity crowds are expected or money is collected. Twenty-four hour security is required for specialty shows leaving inventory in the facilities overnight. Security for other events will be required at the discretion of the facility manager. Security arrangements must be made at least 30 days prior to the event. Security must be comprised of sworn and certified law officers. The lessee is required to contract with and to pay directly to the officers for services provided. The number of security officers required will be determined by Management based on the type of event, patron safety and traffic control requirements.

GENERAL GUIDELINES:

Coweta County reserves the right, at any time, to order removed any persons, animals, furniture, fixtures, wiring, exhibits or other items, and to terminate the lease agreement without notice or liability.

Lessee accepts the facility in good order and agrees to return it to Management in the same condition, normal wear accepted. The lessee will be liable for any and all damages caused through its own action or the acts of any of its employees, agents or anyone visiting the facility upon the invitation of the lessee, as well as damages caused to the facility.

Coweta County will furnish air conditioning, heating and lighting and restrooms will be adequately stocked and maintained with respect to the intended use. However, Management shall consider both the burdens placed by the intended use and the reasonable needs of the lessee and may result in added fees as determined by Management. The failure to furnish these services shall not abrogate the agreement and shall not entitle the lessee to any rebate in rental fees.

Management reserves the right to review any contracts between lessees and other parties involved in the events. No portion of the facility may be sub-leased out by the lessee without consent, in writing, of the manager. The lessee may use no building for any purpose except as specified on the lease agreement.

The lessee and his/her representative must remain at the facility until the event is over and all participants, audience, equipment and/or property have been removed. Facility manager must pre-approve any exceptions to this policy.

The lessee is responsible for providing ticket sellers, and/or parking lot attendants, as needed. These employees would be subject to the following: approval of Management and knowledge of the facility rules and the ability to enforce the facility use guidelines. County staff is not available to assist with loading or unloading event equipment or materials.

Injuries, breakage, damage, missing property or equipment should be reported to Management immediately.

Coweta County assumes no responsibility for items left by users or lost and found items. Property will be disposed of at the discretion of Management.

Management reserves the rights to monitor the attendance and to limit the admission, should the facility reach capacity. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders why there was no performance and will make refunds, if requested.

The facility manager must pre-approve any vehicles placed inside the facility or on paved areas and there must be appropriate floor protection placed beneath the vehicle. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of Management.

No person will be allowed to bring in or keep in the facilities anything that may create a fire hazard or be detrimental to the fire protection of the facility. No open fires are to be built. All decorative material must be flame proof. After unpacking, all boxes and packing material must be removed from the facility. No person or object may obstruct the sidewalks, passageways, halls, stairways, seating areas and exits. This is strictly enforced by the Fire Marshal.

County furniture and/or equipment (this includes office equipment) is not to be moved by anyone except county personnel and is not to be used without the consent of Management. Anyone found abusing, destroying or removing county property will be barred from the premises.

No nails, tacks, staples, brads etc., may be driven into any portion of the facility; and, no changes, repairs, painting, staining, alterations or use of tape that will change the finish, appearance or contours of the buildings will be permitted without the consent of Management.

No exhibit may be displayed outside the facility or suspended from permanent fixtures without the permission of the Management. Large trucks, house trailers, tractor-trailers or signs may not be placed on the property without consent of Management.

The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced. Fire lanes must remain open at all times.

Lessee is to have an approved agent available to receive and ship all freight within the contracted hours of use. Freight will not be accepted prior to the contracted dates and Coweta County will not be responsible for any freight shipped to or from the facility.

Nothing contained in the lease agreement shall be construed to prohibit the Department of Public Safety, Health Department or any other agency of Coweta County, its agents or its employees from entering the leased premises for the purpose of discharging their lawful duties.

Lessees who hold multiple day events in which RV's will stay overnight are responsible for arranging those stays and hook-ups. Lessee should collect hook-up fees and settle up with Management after the event is complete.

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Ten Dollars (\$10.00), the receipt of which is hereby release, acquit, and forever discharge Coweta County, Georgia, its agents and assigns, from any liability now accrued or hereafter to accrue on account of any and all claims or causes or action which I/we now or may hereafter have for personal injuries, damage to property, loss of services, medical expenses, contribution, indemnification, losses or damages of any and every kind o nature whatsoever, now known or unknown that may hereafter develop, by me/us arising from my presence and use of the Pine Road Fairgrounds facilities owned by Coweta County.

Executed this _____ day of _____, _____.

WITNESS:

Signature

Address