Ashe County Agriculture Campus and Livestock Handling Facility Policy & Procedure (Note: These policies may change at any time at the discretion of the Board).

The Ashe County Agriculture Campus & Livestock Center ("Center") owned by the Ashe County Government and managed by a Board of Directors ("Board") comprises two main facilities: the Ashe County Livestock Working Facility and the Ashe County Multipurpose Event Center.

The campus is alcohol and tobacco free.

The policies and procedures outlined here apply to anyone, including individuals or groups who are using, attending, or visiting the center. These guidelines serve to clarify the requirements and restrictions for both Campus personnel and any other users of the facility. The Board reserves the right to refuse rental approval if the event does not support the vision and mission of the facilities.

The facility operates on a first-come, first-served basis. We will inform interested parties about the availability of specific dates for facility and/or grounds use. However, we do not confirm bookings or reserve dates until all necessary information is provided, including a signed contract, payment of the rental fee, and, if required, proof of liability insurance coverage.

Rental Rates -

Visit the website, <u>www.asheagriculture.com</u>, click on Forms and Policies then Rental Request Form for rental information.

Waiver of Rental Fees:

Rental fees MAY be waived at the discretion of the Board for educational activities.

Force Majeure: The rental agreement may be terminated if the property becomes unsuitable due to circumstances beyond the control of the Board.

Pre-Event Inspection and Facility Access - Before accessing the facility, a Center representative will meet the renting party and conduct a thorough inspection, provide additional information regarding facility use, and address any questions.

Post-Event Cleaning Responsibility - After any scheduled use, it is mandatory to clean the facility and grounds area promptly. Trash should be disposed of in the designated dumpster on the premises or removed immediately after the event. Failure to clean the facility and/or grounds properly will result in management arranging for the necessary cleanup and the individual or group responsible will be charged for the cost incurred.

Cancellation/Refund Policy: Cancellation made prior to 6 weeks may request a refund. Cancellation made between 6 and 4 weeks prior to the event/activity may result in a loss of the 50% non-refundable deposit.

Cancellation less than 4 weeks prior to the event/activity will result in the loss of the total Rental Fee.

Center's Right to Cancel: The center retains the right to cancel a rental agreement with written notice at any time for specific reasons, including:

Misrepresentation of the nature of the event/activity.

Lack of insurance or if required, approval from the Ashe County Fire Marshall.

A 50% non-refundable deposit check returned by the bank.

Renter's Responsibility:

The renting party shall hold harmless Ashe County, its employees, Commissioners, the Board members, and the county manager from any claims, demands, damages, injuries, or financial demands arising from actions, errors, or omissions of the renter's or its guests, employees, or volunteers.

North Carolina Statutes Warning:

The renter is advised of specific North Carolina statutes regarding liability:

Equine activity sponsors or professionals are not liable for injuries or death of participants in equine activities.

There is no liability for injuries or death resulting exclusively from the inherent risks of farm animal activities.

There is no liability for injuries or death resulting from the inherent risks of agritourism activities conducted at the location, including risks inherent to land, equipment, and animals, as well as the potential for the participant's own negligent actions.

Security of Personal Property:

The Board is not responsible for the security of personal property or materials brought to the Center by the renter, staff, participants, or spectators.

Property of the renter left at the Center after a specified period from the event/activity end date will be deemed abandoned and become the property of the Center.

If the Board incurs costs for the disposal or removal of such property, the renter shall be liable for these costs.

Safety and Security:

The renting party is responsible for providing parking, security, and emergency medical staff if required to ensure the safety of all individuals present at the event/activity, including renting party, staff, participants, spectators, and Center property. Consultation with the office of the Ashe County Fire Marshal regarding safety requirements and permitting may be required.

Failure to secure an adequate safety plan from the Fire Marshal may lead to cancellation of the event/activity. The property is equipped with a surveillance system with multiple cameras for security purposes.

Property Rules and Conduct:

Renter must conduct events/activities in an orderly and lawful manner, ensuring all participants, staff, volunteers, vendors, spectators, and guests adhere to the rules.

Violation of rules may result in a warning, removal of individuals and personal property, or cancellation of the event/activity. Law enforcement and/or medical personnel may be involved as necessary.

- (A)Spectators are restricted to designated areas.
- (B) Children must be supervised at all times.
- (C) No alcohol or illegal drugs are allowed on the property.
- (D) No smoking, vaping, or tobacco use is allowed on the premises, inside or outside.
- (E) Conduct must be respectful without offensive language or dangerous actions.
- (F) Walkways must be kept clear for pedestrian traffic and emergency personnel.
- (G) Clean-up requirements include proper disposal of trash and manure.
- (H) If allowed for the event, pets must be leashed and supervised.
- (I) The person renting the facility is responsible for safe and effective parking arrangements.

- (J) No parking is allowed on grass areas.
- (K) Animal housing arrangements must be made in advance.
- (L) Animals brought to the facility must be well cared for and not left unsupervised.
- (M) Livestock must adhere to specific delivery and removal times.
- (N) Noise ordinances must be observed.
- (O) The Board reserves the right to provide concessions for all events. If other arrangements are made for concessions, the renting party assumes responsibility for all food and beverage concessions including inspections and permitting. A nominal fee may be assessed for electrical/water usage.
- (P) Vendor access requires compliance with relevant regulations and permits.
- (Q) All items not belonging to the Center must be removed at the end of the event.