

FACILITY RENTAL CONTRACT

Oklahoma County Event: Oklahoma County Free Fair Brian Maughan, Commissioner 320 Robert S. Kerr Avenue, Suite 101 Oklahoma City, OK 73102

Subject to General Terms, Special Terms (if any), the Event Handbook and other documents described in this Contract pertaining to the operation of an event at OKC Fairgrounds in conjunction with the Oklahoma State Fair in Oklahoma City, OK and pending acceptance by Oklahoma State Fair, Inc. ("OSF") for the use of the facilities/areas named below, OSF grants a license to: Oklahoma County, ("Licensee") to use and occupy the facilities/areas named below for the dates listed for the following and no other purpose than the presentation of:

The 2025 Oklahoma County Free Fair 4H Horse Show Open to the Public. Admission: FREE

Building / Space	Street Address
Barn 7	3216 Chisholm Trail
Barn 8	3300 Chisholm Trail

SHOW DATE SHOW START END 9/6/2025 9:00 a.m. 8:00 p.m.

Licensee shall pay OSF for the use of said facilities, the total of \$2,312.50, as outlined below, plus expenses such as any utilities, labor, services and equipment, which are not included in these rates.

By Contract Deadline 08/22/2025: \$0.00 (purchase order must be on file) On Event Occupancy Date 09/04/2025: \$0.00 (purchase order must be on file)

AT SETTLEMENT or UPON INVOICE: Any outstanding charges for miscellaneous support equipment and services

requested by Licensee.

Facility	Start Date	End Date	Usage	Units	Unit Charge	Extended
Barn 7	9/6/2025	9/6/2025	Event	1	\$500.00	\$500.00
Barn 8 (discounted)	9/5/2025	9/5/2025	Move-In	1	\$750.00	\$375.00
Barn 8	9/6/2025	9/6/2025	Event	1	\$1,500.00	\$1,500.00
NAME AND DESCRIPTION OF THE PROPERTY OF THE PR						· ·

TOTAL RENT CHARGES \$2,375.00

General Terms:

- 1. Terms of this contract may not be changed unless initialed by both parties at the location of any change or amendment. Licensee agrees that it has not relied on any statements, video, social or other media in entering into the Contract and this Contract is the entire understanding between OSF and Licensee.
- Licensee is self-insured and will provide verification.
- Outdoor space will only be billed if included in the facility rental listing and charges above.
- Unless payment provisions are stated otherwise in "Special Terms" below, if this is a first-time event at OSF or if the event is not in "good standing" (as described in Booking Policies as noted below), all anticipated rent will be due at the contract deadline. Estimated expenses such as utilities, services, labor and equipment will be due upon event occupation date in the form of cash, cashier's check, money order or credit card. Business or personal checks for these expenses will only be accepted if at least 30 days in advance of event occupation date.
- 5. Each party agrees to be solely responsible and/or liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitation and exceptions specified in the governmental Tort Claim Act, 51 O.S. 151 et. seq.
- 6. Licensee is responsible for additional labor such as cleaning, event staffing, security, EMT, traffic/parking control, etc. as required by OSF.
- 7. OSF reserves the exclusive right to provide all food and beverage to Licensee, its vendors or its guests, whether sampled, sold, catered or donated.
- 8. OSF reserves the exclusive right to provide all beer or alcoholic beverage service whether sampled, sold, catered or donated.

Page 1	of 2
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CONTRACT PAGE TWO

Oklahoma County Free Fair

- If local and state laws allow and OSF grants Licensee permission to have a winery(ies) present at its event, the
 location, sampling and sales guidelines and any special security required will be determined by OSF at the sole cost
 of Licensee where applicable.
- 10. Any food/beverage companies to which Licensee desires to provide space or a presence at its event, whether selling, sampling or donating, must be approved by OSF, in writing, not less than 14 days in advance of the event occupation date. OSF reserves the right to deny the participation of any food/beverage company it deems to be in competition or conflict with the exclusive rights of OSF or its agents or sponsors.
- 11. OSF reserves space, at a minimum, immediately in front of and/or adjacent to its permanently located concession stands in each facility. That space may not be occupied by Licensee or its vendors or participants for any purpose without advance approval. Events with unusually large estimated or established attendance may be required to reserve additional space within the facility for additional concessions to provide the appropriate amount of guest and exhibitor service.
- 12. Occupancy begins at 8:00 a.m. on the first contracted date unless otherwise arranged in writing by OSF.
- 13. Contingency fees in anticipation of potential damages or outstanding charges, if applicable, may be withheld in order to expedite the settlement of any event.
- 14. This contract, whether fully executed or not, is subject to cancellation at OSF's option if all required documentation, monies and insurance are not properly submitted according to the required deadlines.

Non-Ticketed Event Terms:

Non-ticketed events will be assessed a flat-rate facility fee based on the estimated or established number of adults
expected to be in attendance over the course of the event. The minimum fee is \$250.00 and will be billed on the final
invoice.

Special Terms (if any):

- Licensee agrees to pay for rental and other fees as stated in the estimate attached hereto. Unless otherwise noted in the estimate, equipment, services, and labor costs are based on actuals and may go up or down accordingly. Licensee agrees to provide OSF the best information possible for the provision of an estimate; however, it is agreed that a 10% cushion be included on the purchase order to buffer any potential late additions to the event needs requested by Licensee.
- 2. OSF agrees to waive any payments in advance of the event in lieu of a purchase order in the amount of the estimate plus 10% (\$6,013.70). OSF will bill Licensee upon the conclusion of the event.

Licensee agrees to the terms herein as well as within the following documents which are located on the Oklahoma State Fair/OKC Fair Park website:

OSF Event Handbook

OSF Booking Policies

OKC Fire Marshal Regulations

OKC County Health Department Regulations

AGREED TO AND ACCEPTED BY:

Authorized Agent Oklahoma State Fair, Inc.

Oklahoma State Fair, Inc.

Oklahoma State Fair, Inc.

Oklahoma State Fair, Inc.

Print Name

Print Name

OKLAHOMA COUNTY FREE FAIR EVENT ESTIMATE

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ITEM	NOTE	Unit Price		Regular Price	Order	Offered Price	Ordered w/discount
		9000		\$ 6,382.00			\$ 5,467.00
Barn 7	9/6 event day only	\$ 500.00	1	\$ 500.00	1	\$ 500.00	\$ 500.00
Barn 8	9/5 move-in (discounted)	\$ 750.00	1	\$ 750.00	1	\$ 375.00	\$ 375.00
Barn 8	9/6 event day	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00
Barn Paging		\$ 75.00	1	\$ 75.00	1	\$ 75.00	\$ 75.00
Microphone: Wireless		\$ 75.00	1	\$ 75.00	1	\$ 75.00	\$ 75.00
Chairs: Metal Folding	based on # ordered	\$ 1.00	4	\$ 4.00	4	\$ 1.00	\$ 4.00
Table: 8' Banquet	based on # ordered	\$ 8.00	2	\$ 16.00	2	\$ 8.00	\$ 16.00
Dirt Work	based on # ordered	\$ 30.00	2	\$ 60.00	2	\$ 30.00	\$ 60.00
Facility Fee	flat rate	\$ 250.00	1	\$ 250.00	1	\$ 250.00	\$ 250.00
Stall Fee (1-4 days)	Per actual stall with animal OR tack	\$ 40.00	54	\$ 2,160.00	54	\$ 30.00	\$ 1,620.00
Utilities (estimate)	based on actual meter reading			\$ 400.00	1	\$ 400.00	\$ 400.00
Gate Labor	estimated 37 man hours @ \$16/hr; but will be billed on actuals	\$ 16.00	37	\$ 592.00	37	\$ 16.00	\$ 592.00

TERMS: 1. Rent includes general housekeeping for public trash and restrooms. Stalls are additional.
2. As these dates are during OSF move-in, traffic must be coordinated. All materials relating to arrival / parking / departure must be approved by OSF in advance.

3. All animals will be subject to providing proof of meeting mandatory facility health requirements.

🕞 4. Contract & purchase order (with 10% buffer totaling \$6,013.70) ideally should be on file no later than August 15, 2025.



County Request No. 555

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: <u>8/1/2025</u>	Department: County Manager
State the nature of the legal request	:Review as to legality and form - Oklahoma State
Fair Facility Rental Contract.	
RECEIVED	
AUG 0 1 2025	
CIVIL DIVISION DISTRICT ATTORNEY	<u>Jessica Clayton</u> Signature
DISTRICTATIONAL	
Reply of District Attorney's Office:	
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Date of Reply: 3/1/25	dactrod de Sh

Oklahoma County



PURCHASE ORDER

22601487-01 FY 2026 H

BILL TO

OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR

ROOM 101

OKLAHOMA CITY

A CITY , OK 73102

VENDOR SHIP TO

OKLAHOMA STATE FAIR INC OKLAHOMA COUNTY COMMISSIONERS

320 ROBERT S KERR

3001 GENERAL PERSHING BLVD ROOM 101

OKLAHOMA CITY, OK

73102

OKLAHOMA CITY, OK 73107

Tel# 405-948-6819 Requisition Fax# 405-948-6828 12601662

DATE VENDOR DATE FREIGHT

ORDERED NUMBER REQUIRED METHOD/TERMS DEPARTMENT/LOCATION

08/13/25 000178 Free Fair

LN DESCRIPTION QTY UOM UNIT PRICE NET PRICE

001 Facility Rental for Fall 1.00 6013.700 6,013.70

Horse Show. BOCC approval 8/20/2025.

PO TOTAL 6,013.70

** END OF REPORT - Generated by Jessica Clayton **