

## LASSEN COUNTY FAIR 195 Russell Avenue Susanville, CA 96130 Phone (530) 251-8900

Date: December 10, 2025

To: Lassen County Board of Supervisors

From: Bill Payer, Manager

Re: Lassen County Fair Building reduced Fee Request by Lassen Youth Wrestling

Association

## **History**:

At the December 9, 2025 Board of Supervisors Meeting a request by the Lassen Wrestling Association for reduced or waived rental fees for facilities at the Lassen County Fairgrounds was presented for board consideration. Staff was directed to produce a non-exclusive contract for the 2025 – 2026 wrestling season with fees waived.

## Status:

A resolution has been drafted.

The contract has been prepared and approved by County Counsel.

<u>Action Requested:</u> 1) Adopt Resolution; 2) Approve Contract; 3) Authorize CAO to execute contract.

# RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF LASSEN, STATE OF CALIFORNIA, APPROVING A NO-COST LEASE TO THE LASSEN WRESTLING ASSOCIATION

WHEREAS, the Lassen Wrestling Association ("Association") is a non-profit dedicated to serving the youth population in Lassen County and is currently serving approximately 80 youth athletes; and

WHEREAS, the Association provides a sport that actively engages youth in Lassen County teaching them discipline, exercise, perseverance, goal setting, mental fortitude, and good sportsmanship; and

WHEREAS, the Association instills in its participants skills and values that help build lifelong healthy habits that can prepare youth for success in academics and in life;

WHEREAS, the Association, through its training programs and events, provides a service that is of great benefit to the community and the population of Lassen County; and

WHEREAS, the Association has recently lost the use of its longstanding training facility with little notice; and

WHEREAS, the Association is in emergent and immediate need of facilities to continue its program and without a place to conduct its trainings and events the Association will not be able to continue its mission of supporting the youth of Lassen County; and

WHEREAS, California Government code section 26227 authorizes the Board of Supervisors to make available county property to non-profits that provide valuable services to the public and on terms that the Board of Supervisors finds are in the best interests of the county.

RESOL	UTION	NO.	

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Lassen, State of California, finds that it is in the best interest of Lassen County to offer space at the Lassen County fairgrounds at no cost for the remainder of the 2025-2026 youth wrestling season to the Association to ensure it can continue to support to the community and the youth of Lassen County.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Lassen, State of California hereby approves the Lassen Wrestling Association rental agreement attached as Exhibit A and authorizes the Chair of the Board of Supervisor to execute the same.

	_th day of December 2025, at a regular meeting of the in Susanville, California by the following vote:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	<del></del>
	CHAIRMAN OF THE BOARD OF SUPERVISORS COUNTY OF LASSEN, STATE OF CALIFORNIA
ATTEST: JULIE BUSTAMANTE Clerk of the Board	COUNTY OF LASSEN, STATE OF CALIFORNIA
BY: Michele Yderraga, Deputy Clerk	c of the Board
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Resolution No.	

RESOLUTION NO. \_\_\_\_\_

I, MICHELE YDERRAGA, Deputy Clerk of the Board of the Board of Supervisors, County of
Lassen, do hereby certify that the foregoing resolution was adopted by the said Board of
Supervisors at a regular meeting thereof held on theth day of December 2025.
Deputy Clerk of the Lassen County Board of Supervisors

## LASSEN COUNTY FAIR INTERIM FACILITY & EQUIPMENT RENTAL AGREEMENT 2026

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CFSA INSURANCE	AGREEMENT No.:LT21 -2026
Special Events Coverage Receipt #	DATE: December 9, 2025
CFSA Control #	Lassen County Receipt #

THIS AGREEMENT by and between the LASSEN COUNTY FAIR, hereinafter called the Fair, and Lassen Wrestling Association hereinafter called the Renter.

### WITNESSETH:

- 1. THAT WHEREAS the Renter desires to secure from the Fair certain rights and privileges and to obtain permission from the Fair to use the Floral Building <u>During the winter months after November 15<sup>th</sup> through April 15<sup>th</sup> for the 2025 2026 <u>Wrestling Season</u>. There will be blackout dates that occur where the facility will be unavailable for use and this will be communicated to the Lassen Wrestling Association. This is NOT an exclusive agreement and may be terminated at any point during the rental period above.</u>
- 2. NOW, THEREFORE, the Fair hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Use of the Floral Building located on the Lassen County Fairgrounds for wrestling activities.

## **Notice**

As a result of the Covid-19 pandemic occurring across the world, medical advice has determined that group activities be suspended in most respects. While it is unknown at this time whether the pandemic restrictions will be lifted within the time frames of this Agreement, the Lassen County Fairgrounds is not exempt from any restrictions in place due to the pandemic. As a result, please take notice that, should be the Lassen County Fairgrounds Facilities Use be postponed or suspended or modified in a way as a result of the Covid-19 pandemic, neither party shall be responsible for satisfaction of the terms of this Rental Agreement. By signing this attached agreement, the Renter acknowledges awareness of and consent to this termination clause. The Lassen County Fair Manager shall have the sole authority to invoke this clause and may do so at any time during the designated time of the Lassen County Fairgrounds Facility & Equipment Agreement Rental Contract. The Fair shall not be responsible in any way for any damages, costs or other losses associated with any decision to invoke this clause

Renter shall be responsible for understanding and complying with any and all state, federal, and local regulations regarding COVID-19. Renter shall indemnify, defend, and hold Lassen County from any and all claims or citations related to or arising from COVID-19 regulations, including but not limited to any failure to abide by any state, federal or local guideline, regulation or order pertaining to COVID-19.

MINIMUM INSURANCE is required and can be purchased through CFSA. PLEASE NOTE: If you have your own insurance, it must be submitted with proper verbiage and correct event dates ALONG with the deposit at the time of holding the event date. Otherwise, we will need a cashier's check (credit cards accepted) to purchase insurance through our provider made out to CFSA (California Fair Services Authority).

- 3. The purposes of occupancy shall be limited to the Floral Building for Wrestling and for no other purposes whatsoever.
- 4. Renter agrees to pay to the Fair for the rights and privileges hereby granted the amounts and, in the manner, set forth:
- 5. Renter agrees to pay fees required by the Fair and to guarantee the payment of: \$0
  - a) Renter shall pay any money payable to the Fair under this agreement;
  - b) Renter shall be responsible to pay for any damage to Fair property.
  - c) <u>Labor. Materials and fees will be charged following event if service is needed for cleaning or damage.</u>

    Renter will be responsible for all costs related to any damage caused by Renter or arising from the subject event or purpose of the rental of the premise.
  - d) Renter shall be responsible for the removal of all property and agrees to leave of the premises in a condition satisfactory to the Fair. Please see checkoff list.
- 6. The Fair shall have the right to audit and monitor any and all sales as well as have the right to access the premises at any time.

- 7. Renter further agrees to defend, indemnify and save harmless the California Fair Service Authority, the County of Lassen and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Worker's Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
- 9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Fair.
- 10. It mutually understood and agreed that no alteration or variation of the terms of this contact shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by Mutual consent in writing of the parties hereto.
- 12. Prior to performing any condition of this agreement, Renter shall procure and maintain, at Renter's expense for the duration of this agreement, General Liability insurance in the minimum amount of \$1,000,000 combined single unit per occurrence against any claims for injuries to persons or damage to property which may arise from the performance or omission to perform any term of this agreement. Renter shall provide proof of this insurance to Fair prior to occupation of the premises.
- 13. In the event Renter falls to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the Fair and the Fair shall have the right to occupy the space in any-manner deemed for the best interests of the Fair
- 14. Special Provisions: Renter is solely responsible for set up and clean-up of the premises. All required insurance information must be on file with Fair prior to event.
- 15. This agreement is not binding upon the Fair until it has been duly signed and accepted by its authorized representative.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Signature of Renter

Renter: Lassen Wrestling Association

725 Chestnut St. Susanville, CA 96130 Signature of CAO

Approved as to Form

Lassen County Counsel

#### **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.

- 2. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Fair within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- All buildings, tents, or enclosures erected under terms of Rental Agreement shall have the prior approval of the Fair and the local fire suppression authorities.
   All eating concessions not restricted to specific items will submit menus and prices to the Fair for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish the Fair with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by the Fair.
- 8. The Fair will furnish necessary janitor service for all aisles, streets roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of the Fair as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the Fair.
- 10. Renter agrees that there will be no games, gambling, or any other activities within the confine of his space in which money is used as prize or premium and that he will not buy and/or permit "buy backs" for cash, any prizes, or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration, and sale shall be subject to the approval of the Fair and local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse the Fair for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
- 12. The Fair may provide watchman service, which will provide reasonable protection of the property of Renter's, but the Fair shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, not later than a date specified by the Fair. It is understood in the event of the Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, the Fair may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse the Fair for expenses thus incurred.
- 14. No Renter shall be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless the Fair authorizes Renter in writing and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
- 16. Failure of the Fair to insist in any one or more instances upon the observance and/or Performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term, hereby giving the other party in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Fair of any further performances of the terms of this agreement. In the case of an emergency the Fair may cancel rental agreement at any time.
- 18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec, 1212.7)."
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
- 20. The Fair shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act as independent contractors and shall not, for any purpose of this agreement, be considered red officers or employees of the Fair.
- 22. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Nondiscrimination Clause - Form 17A or Form 17B agreement over \$5,000 must be attached to each copy and incorporated in Paragraph 14 side one.